

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST



THE HONOURABLE MR

)

MONDAY, THE 29th

JUSTICE HAINEY

)

DAY OF MAY, 2017

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IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EXPRESS FASHION APPAREL
CANADA INC. AND EXPRESS CANADA GC GP, INC.

Applicants

CLAIMS PROCEDURE ORDER

THIS MOTION, made by Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the “**Applicants**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the “**CCAA**”) for an order, *inter alia*, establishing a claims procedure for the identification and quantification of certain claims against (i) the Applicants and Express Canada GC LP (collectively, the “**Express Canada Entities**”) and (ii) the current and former directors and officers of the Applicants, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Todd Painter sworn May 23, 2017 including the exhibits thereto, the Second Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the “**Monitor**”) dated May 25, 2017 filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, The Cadillac Fairview Corporation Limited, Morguard Investments Limited, Ivanhoe Cambridge Inc., Brookfield

Properties (PI) Inc., Oxford Properties Group, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of David Rankin sworn May 24, 2017:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated May 4, 2017 as may be amended, restated, supplemented and/or modified from time to time (the “**Initial Order**”).

3. For the purposes of this Order the following terms shall have the following meanings:

- (a) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**CCAA Proceedings**” means the CCAA proceedings commenced by the Applicants in the Court under Court File No. CV-17-11785-00CL;

(d) “**Claim**” means:

- (i) any right or claim of any Person against any of the Express Canada Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Express Canada Entity in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Express Canada Entities with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date, including for greater certainty any Equity Claim and any claim against any of the Express Canada Entities for indemnification by any Director or Officer in respect of a D&O Claim (each, a “**Prefiling Claim**”, and collectively, the “**Prefiling Claims**”);
- (ii) any right or claim of any Person against any of the Express Canada Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Express Canada Entity to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by

such Express Canada Entity on or after the Filing Date of any contract, lease or other agreement whether written or oral (each, a “**Restructuring Period Claim**”, and collectively, the “**Restructuring Period Claims**”); and

- (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**D&O Claim**”, and collectively, the “**D&O Claims**”);

provided, however, that in any case “**Claim**” shall not include an Excluded Claim, but for greater certainty, shall include any Claim arising through subrogation against any Express Canada Entity or Director or Officer;

- (e) “**Claimant**” means (a) a Person asserting a Prefiling Claim or a Restructuring Period Claim (including in each case, for greater certainty, an Intercompany Claim) against the Express Canada Entities, or any of them, and (b) a Person asserting a D&O Claim against any of the Directors or Officers of any of the Applicants;

- (f) “**Claims Bar Date**” means 5:00 p.m. on July 28, 2017;
- (g) “**Claims Officer**” means the individual(s) designated by the Court pursuant to paragraph 33 of this Order;
- (h) “**Claims Package**” means the document package which shall be disseminated by the Monitor to any potential Claimant in accordance with the terms of this Order and shall consist of a copy of this Order (without schedules), the Proof of Claim Instruction Letter, the D&O Claim Instruction Letter, and such other materials as the Monitor, in consultation with the Express Canada Entities, may consider appropriate;
- (i) “**Claims Process**” means the procedures outlined in this Order in connection with the assertion of Claims against the Express Canada Entities and/or the Directors and Officers;
- (j) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (k) “**D&O Claim Instruction Letter**” means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule “H” hereto;
- (l) “**D&O Proof of Claim**” means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule “I” hereto, which shall include all available supporting documentation in respect of such D&O Claim;

- (m) “**Director**” means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of either of the Applicants, in such capacity;
- (n) “**Employees**” means all employees of the Express Canada Entities as at the Filing Date and “**Employee**” means any one of them, in such capacity. For the avoidance of doubt, “**Employee**” does not include individuals whose employment was terminated for any reason, without regard to any period of notice, prior to the Filing Date;
- (o) “**Employee Claim**” means any Claim by an Employee;
- (p) “**Equity Claim**” has the meaning set forth in section 2(1) of the CCAA;
- (q) “**Excluded Claim**” means any:
 - (i) Claim secured by the Administration Charge and any indemnity claims of Directors and Officers that are secured by the Directors’ Charge;
 - (ii) Claim enumerated in sections 5.1(2) and 19(2) of the CCAA;
 - (iii) Claim of Fifth Third Bank and Bank of America Merchant Services Canada Corp. in connection with the Cash Management System; and
 - (iv) Claim by Merchant Retail Solutions ULC in connection with the Letter Agreement Governing Inventory Disposition dated May 3, 2017;
- (r) “**Filing Date**” means May 4, 2017;

- (s) **“Intercompany Claim”** means any Claim by any of the Express Canada Entities, or any of their affiliated companies, partnerships, or other corporate entities, including Express, LLC or any of its affiliated companies, partnerships, or other corporate entities;
- (t) **“Meetings”** and each a **“Meeting”** means a meeting of the creditors of the Express Canada Entities called for the purpose of considering and voting in respect of a Plan;
- (u) **“Monitor’s Website”** means www.alvarezandmarsal.com/expresscanada;
- (v) **“Notice of Dispute of Revision or Disallowance”** means the form substantially in the form attached as Schedule “E” hereto;
- (w) **“Notice of Dispute of Statement of Employee Claim”** means the form substantially in the form attached as Schedule “G” hereto;
- (x) **“Notice of Revision or Disallowance”** means the form substantially in the form attached as Schedule “D” hereto;
- (y) **“Notice to Claimants”** means the notice for publication by the Monitor as described in paragraph 15 herein, substantially in the form attached as Schedule “A” hereto;
- (z) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or de facto officer of any of the Applicants, in such capacity;
- (aa) **“Order”** means this Claims Procedure Order;

- (bb) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (cc) **“Plan”** means any proposed plan of compromise or arrangement that may be filed in respect of any or all of the Express Canada Entities pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance the terms thereof;
- (dd) **“Proof of Claim”** means the proof of claim referred to herein to be filed by Claimants in respect of any Prefiling Claim and Restructuring Period Claim (including, in each case, an Intercompany Claim), substantially in the form attached as Schedule “C” hereto, which shall include all available supporting documentation in respect of such Claim;
- (ee) **“Proof of Claim Instruction Letter”** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule “B” hereto;
- (ff) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim, the later of (i) 30 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date; and
- (gg) **“Statement of Employee Claim”** means the notice prepared by the Express Canada Entities, in consultation with the Monitor, to be disseminated by the

Monitor to all Employees advising as to certain of their rights and obligations, which notice shall include an assessment of the quantum of such Employee's Claim based on the books and records of the Express Canada Entities and shall be substantially in the form attached as Schedule "F" hereto;

4. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

5. THIS COURT ORDERS that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. THIS COURT ORDERS that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.

7. THIS COURT ORDERS that notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Express Canada Entities of Proofs of Claim and D&O Proofs of Claim, and the filing by any Claimant of any Proof of Claim or D&O Proof of Claim shall not, for that reason only, grant any person any standing in the CCAA Proceedings or rights under any Plan.

8. THIS COURT ORDERS that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered

hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

9. THIS COURT ORDERS that amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

MONITOR'S ROLE

10. THIS COURT ORDERS that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, the Monitor is hereby authorized, directed and empowered to implement the Claims Process set out herein and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. THIS COURT ORDERS that the Monitor: (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Express Canada Entities and any information provided by the Express Canada Entities, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to

this Order from Express, LLC, the Express Canada Entities or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process.

12. THIS COURT ORDERS that the Express Canada Entities and their current and former shareholders, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

13. THIS COURT ORDERS that as soon as practicable, but no later than 5:00 p.m. on June 6, 2017, the Monitor shall cause a Claims Package to be sent to:

- (a) Each party that appears on the Service List or has requested a Claims Package; and
- (b) All known Claimants, other than Employees, as evidenced by the books and records of the Express Canada Entities at their respective last known municipal or e-mail addresses as recorded in the Express Canada Entities' books and records.

14. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants to be published, for at least two (2) Business Days, in The Globe and Mail (National Edition) as soon as practicable after the date of this Order.

15. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants and the Claims Package to be posted to the Monitor's Website as soon as practicable after the date of this Order.

16. THIS COURT ORDERS that, the Monitor shall cause the Statements of Employee Claim to be sent to all Employees at their respective last known municipal or e-mail addresses as recorded in the Express Canada Entities' books and records as soon as practicable after the date of this Order but no later than 5:00 p.m. on June 23, 2017.

17. THIS COURT ORDERS that to the extent any Claimant requests documents or information relating to the Claims Process prior to the Claims Bar Date or if the Express Canada Entities and the Monitor become aware of any further Claims, the Monitor shall forthwith send such Claimant a Claims Package, direct such Claimant to the documents posted on the Monitor's Website, or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.

18. THIS COURT ORDERS that the Claims Process and the forms of Notice to Claimants, Proof of Claim Instruction Letter, D&O Claim Instruction Letter, Statement of Employee Claim, Proof of Claim, D&O Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute of Revision or Disallowance and the Notice of Dispute of Statement of Employee Claim are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.

19. THIS COURT ORDERS that the sending of the Claims Package to the Claimants and the publication of the Notice to Claimants, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or

service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIM

(A) Intercompany Claims

20. THIS COURT ORDERS that all Intercompany Claims must be filed by submitting a Proof of Claim to the Monitor on or before the Claims Bar Date.

(B) Prefiling Claims and D&O Claims

21. THIS COURT ORDERS that any Claimant that intends to assert a Prefiling Claim or D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed with the Monitor by every Claimant in respect of every Prefiling Claim or D&O Claim, regardless of whether or not a legal proceeding in respect of such Prefiling Claim or D&O Claim has been previously commenced.

(C) Restructuring Period Claims

22. THIS COURT ORDERS that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Claimant in respect of such Restructuring Period Claim in the manner provided for herein.

23. THIS COURT ORDERS that any Claimant that intends to assert a Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed with the Monitor by every Claimant in respect of every Restructuring Period Claim or D&O Claim relating

to a Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or D&O Claim has been previously commenced.

(D) Employee Claims

24. THIS COURT ORDERS that in the event that an Employee receives a Statement of Employee Claim and the Employee:

- (a) wishes to dispute the quantum of their Claim as set-out in their Statement of Employee Claim, such Employee shall file a Notice of Dispute of Statement of Employee Claim with the Monitor on or before the Claims Bar Date; or
- (b) agrees with the assessment of the quantum of its Claim as set out therein, such Employee need not take any further action and such Claim shall be deemed to be as set out in such Employee's Statement of Employee Claim.

CLAIMS BAR DATE

25. THIS COURT ORDERS that any Claimant that does not file a Proof of Claim, D&O Proof of Claim, or Notice of Dispute of Statement of Employee Claim, in accordance with paragraphs 20 to 24, as applicable, so that such Proof of Claim, D&O Proof of Claim, or Notice of Dispute of Statement of Employee Claim is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, or such later date as the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Claim against any of the Express Canada Entities and all such Claims shall be forever extinguished;

- (b) will not be permitted to vote at any Meeting on account of such Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Express Canada Entities become aware that such Claimant may have a separate Claim or Claims pursuant to which the potential Claimant is permitted to participate in the Claims Process; and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Claim(s).

ADJUDICATION OF CLAIMS

26. THIS COURT ORDERS that, for greater certainty, the procedures outlined in paragraphs 27 to 31 herein shall not apply to the adjudication of Employee Claims.

27. THIS COURT ORDERS that the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, in consultation with the Express Canada Entities, and shall accept, revise or reject each Claim, provided however that in the case of Proofs of Claim filed in respect of any Intercompany Claim(s) the Monitor shall only consult with the Express Canada Entities if the Monitor determines, in its sole discretion, that such consultation is necessary to assess the Intercompany Claim(s). With respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor shall, in consultation with the Applicants and the Directors and Officers named in respect of such D&O Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such D&O Claim.

28. THIS COURT ORDERS that if the Monitor intends to revise or reject a Claim that has been filed in accordance with paragraph 25 herein, the Monitor shall notify the Claimant who has delivered such Proof of Claim or D&O Proof of Claim, as applicable, that such Claim has been

revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance by no later than September 15, 2017, unless otherwise ordered by this Court. For greater certainty, if a Notice of Revision or Disallowance has not been sent by the Monitor to a Claimant by September 15, 2017, such Claimants' Proof of Claim or D&O Proof of Claim shall be deemed to have been accepted by the Monitor in the amount filed by such Claimant, unless otherwise ordered by the Court.

29. THIS COURT ORDERS that any Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:

- (a) deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for the dispute, to the Monitor by no later than twenty-eight (28) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such later date as may be agreed to by the Monitor in writing; and
- (b) upon receipt of a Notice of Dispute of Revision or Disallowance in respect of a Claim, the Monitor shall attempt to resolve such dispute and settle the purported Claim with the Claimant, and in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Express Canada Entities, the Monitor shall, at its election, refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication.

30. THIS COURT ORDERS that where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time

set out in paragraph 29(a), such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such Claimant shall have no further right to dispute same.

31. THIS COURT ORDERS that the Monitor may refer any Claim to a Claims Officer or the Court for adjudication at its election by sending written notice to the Claimant at any time.

ADJUDICATION OF EMPLOYEE CLAIMS

32. THIS COURT ORDERS that the Monitor shall review all Notices of Dispute of Statement of Employee Claim received on or before the Claims Bar Date, in consultation with the Express Canada Entities, and if the Monitor disagrees with the amount of the Claim as set out in the Notice of Dispute of Statement of Employee Claim, shall, in consultation with the Express Canada Entities, attempt to resolve such dispute and settle the purported Claim with the Employee, and in the event that a dispute is not settled within a time period or in a manner that is satisfactory to the Monitor, the Monitor shall, in consultation with the Express Canada Entities, refer such dispute raised to a Claims Officer or the Court for adjudication at its election and shall forthwith send written notice to the Employee notifying the Employee of the Monitor's election.

CLAIMS OFFICERS

33. THIS COURT ORDERS that Hon. Dennis O'Connor, and such other Persons as may be appointed by the Court from time to time on a motion by the Express Canada Entities or the Monitor, be and are hereby appointed as Claims Officers for the Claims Process.

34. THIS COURT ORDERS that the decision as to whether the disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Monitor.

35. THIS COURT ORDERS that a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this Order and to the extent necessary may determine whether

any Claim or part thereof constitutes an Excluded Claim and shall provide written reasons. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

36. THIS COURT ORDERS that the Monitor, the Claimant or the applicable Express Canada Entity may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value of a Claimant's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 35 or otherwise to the Court by filing a notice of appeal, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

37. THIS COURT ORDERS that if no party appeals the determination of value of a Claim by a Claims Officer within the time set out in paragraph 36 above, the decision of the Claims Officer in determining the value of the Claimant's Claim shall be final and binding upon the relevant Express Canada Entity, the Monitor, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

NOTICE OF TRANSFEREES

38. THIS COURT ORDERS that from the date of this Order until seven (7) days prior to the date fixed by the Court for the first distribution in the CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant to provide notice to the Monitor of assignment or transfer of a Claim to any third party.

39. THIS COURT ORDERS that subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Express Canada Entities shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim or D&O Claim and the Monitor shall thereafter only be required to deal with such transferee or assignee and not the original Claimant. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken or not taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Express Canada Entities may be entitled with respect to such Claim. A transferee or assignee of a Claim shall not be entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Express Canada Entities.

40. THIS COURT ORDERS that no transfer or assignment shall be effective for voting purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

SERVICE AND NOTICE

41. THIS COURT ORDERS that the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Express Canada Entities or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

42. THIS COURT ORDERS that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Alvarez & Marsal Canada Inc., Express Canada Monitor
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Josh Nevsky
Email: monitor.expresscanada@alvarezandmarsal.com
Facsimile: 416-847-5201

43. THIS COURT ORDERS that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

MISCELLANEOUS

44. THIS COURT ORDERS that the Monitor may from time to time apply to this Court to extend the time for any action which the Monitor is required to take if reasonably required to carry out its duties and obligations pursuant to this Order and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

45. THIS COURT ORDERS that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any of the Express Canada Entities' insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Express Canada Entity; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim

available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that she is covered by, the Express Canada Entities' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against an Express Canada Entity or Director or Officer as applicable.

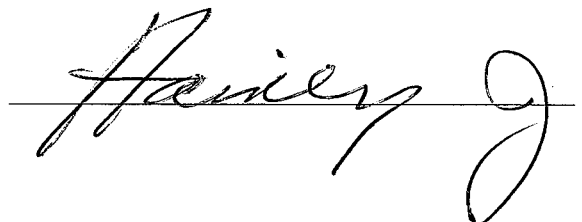
46. THIS COURT ORDERS that nothing in this Order shall prejudice, limit, bar, extinguish or otherwise affect (i) any right or claim of any Person, including under any guarantee, indemnity or otherwise, against Express, LLC, or any other Person other than the Express Canada Entities and the Directors and Officers; and (ii) any right or claim of Express, LLC, or any other Person in response to such right or claim.

47. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 29 2017

PER / PAR:



SCHEDULE "A"

NOTICE TO CLAIMANTS AGAINST THE EXPRESS CANADA ENTITIES

RE: NOTICE OF CLAIMS PROCESS FOR EXPRESS FASHION APPAREL CANADA INC., EXPRESS CANADA GC GP, INC., and EXPRESS CANADA GC LP (COLLECTIVELY, THE "EXPRESS CANADA ENTITIES") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")

PLEASE TAKE NOTICE that on May 29, 2017, the Ontario Superior Court of Justice (Commercial List) issued an order (the "**Claims Procedure Order**") in the CCAA proceedings of Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the "**Applicants**"), requiring that all Persons who assert a Claim (capitalized terms used in this notice and not otherwise defined have the meaning ascribed to them in the Claims Procedure Order) against the Express Canada Entities, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against the Directors and/or Officers of the Applicants (as defined in the Claims Procedure Order, a "**D&O Claim**"), **must file a Proof of Claim (with respect to Claims against the Express Canada Entities) or D&O Proof of Claim (with respect to D&O Claims) with Alvarez and Marsal Canada Inc. as court-appointed monitor of the Applicants (in such capacity and not in its personal or corporate capacity, the "Monitor") on or before 5:00 p.m. (Toronto time) on July 28, 2017 (the "Claims Bar Date"), by sending the Proof of Claim or D&O Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1**

**Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201**

Attention: Josh Nevsky

Pursuant to the Claims Procedure Order, Claims Packages, including the form of Proof of Claim and D&O Proof of Claim forms, will be sent to all known Claimants by mail on or before June 6, 2017. Employees will be sent a notice providing information regarding their claims on or before June 23, 2017. Claimants may also obtain the Claims Procedure Order and a Claims Package from the Monitor's website at www.alvarezandmarsal.com/expresscanada, or by contacting the Monitor by telephone at 1-844-692-6255.

Only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on July 28, 2017 will be considered filed by the Claims Bar Date. **It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the Claims Bar Date.**

**CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE
CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

DATED this ● day of ●, 2017.

SCHEDULE “B”

CLAIMANT’S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE EXPRESS CANADA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the Express Canada Entities. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor’s website at www.alvarezandmarsal.com/expresscanada or contact the Monitor, whose contact information is set out below.

Additional copies of the Proof of Claim may be found at the Monitor’s website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on May 29, 2017 (the “**Claims Procedure Order**”), the terms of the Claims Procedure Order will govern.

SECTION 1 - DEBTOR

1. The full name of the Express Canada Entity or Entities against which the Claim is asserted must be listed (see footnote 1 for a list of the three Express Canada Entities).

SECTION 2A - ORIGINAL CLAIMANT

2. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the Express Canada Entities, or any of them.
3. The Claimant shall include any and all Claims that it asserts against the applicable Express Canada Entity in a single Proof of Claim filed in respect thereof.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the Claim has been assigned or transferred to another party, Section 2B must also be completed.
7. Unless the Claim is assigned or transferred, all future correspondence, notices, etc., regarding the Claim will be directed to the address and contact indicated in this section.

SECTION 2B - ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its Claim, then Section 2B must be completed.

¹ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc., and Express Canada GC LP (collectively, the “Express Canada Entities”).

9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor, in consultation with the Express Canada Entities, is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc., regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the Express Canada Entity or Entities was and still is indebted to the Claimant in the Amount of Claim column, including interest up to and including May 3, 2017.

Currency

13. The amount of the Claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

Unsecured Claim

17. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

18. Check this box ONLY if the Claim recorded on that line is a secured claim.

SECTION 4 - DOCUMENTATION

19. Attach to the Proof of Claim form all particulars of the Claim and all available supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable and amount of invoices, particulars of all credits, discounts, etc., claimed, description of the security, if any, granted by the affected Express Canada Entity to the Claimant and estimated value of such security.

SECTION 5 - CERTIFICATION

20. The person signing the Proof of Claim should:
 - (a) be the Claimant or an authorized representative of the Claimant;
 - (b) have knowledge of all the circumstances connected with this Claim;

- (c) assert the Claim against the Debtor as set out in the Proof of Claim and certify all available supporting documentation is attached; and
 - (d) have a witness to its certification.
21. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the Express Canada Entity or Entities.

SECTION 6 - FILING OF CLAIM

22. **The Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on July 28, 2017 (the “Claims Bar Date”) by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1**

**Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201**

Attention: Josh Nevsky

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against the Express Canada Entities. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the CCAA proceedings of Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc.

SCHEDULE "C"

PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE EXPRESS CANADA ENTITIES²

1. Name of Express Canada Entity or Entities (the "Debtor")

Debtor: _____

2A. Original Claimant (the "Claimant")

Legal Name of Claimant:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City	_____	Prov /State	_____
Postal/Zip Code	_____	Email	_____

2B. Assignee, if claim has been assigned

Legal Name of Assignee:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City	_____	Prov /State	_____
Postal/Zip Code	_____	Email	_____

² Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc., and Express Canada GC LP (collectively, the "Express Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including May 3, 2017)	Unsecured Claim	Secured Claim
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and all available supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc., claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. All available documentation in support of this Claim is attached.

Signature: _____	Witness: _____
Name: _____	(signature) _____
Title: _____	(print) _____
Dated at _____ this _____ day of _____, 2017.	

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on July 28, 2017 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

**Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1**

Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201

Attention: Josh Nevsky

For more information see www.alvarezandmarsal.com/expresscanada, or contact the Monitor by telephone at 1-844-692-6255.

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

For Persons that have asserted Claims against the Express Canada Entities¹ and/or D&O Claims against the Directors and/or Officers of the Applicants²

Claims Reference Number: _____

To: _____
(the "Claimant")

Capitalized terms not defined in this Notice of Revision or Disallowance have the meaning ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Applicants dated May 29, 2017 (the "Claims Procedure Order").

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

	Amount as submitted		Amount allowed by Monitor:
	Currency	Value	
A. Unsecured		\$	\$
B. Secured		\$	\$
C. D&O Claim		\$	\$
D. Total Claim		\$	\$

Reasons for Revision or Disallowance:

●

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is twenty-eight (28) Calendar Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 41 of the Claims Procedure Order), deliver a Notice of Dispute

¹ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc. and Express Canada GC LP (collectively, the "Express Canada Entities").

² Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the "Applicants")

of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the following address:

Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1

Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201

Attention: Josh Nevsky

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at www.alvarezandmarsal.com/expresscanada.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this day of , 2017.

Alvarez & Marsal Canada Inc., solely in its capacity as Court-appointed Monitor of Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc., and not in its personal or corporate capacity

Per: _____

For more information see www.alvarezandmarsal.com/expresscanada, or contact the Monitor by telephone at 1-844-692-6255.

SCHEDULE "E"

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

With respect to the Express Canada Entities⁵

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim (if applicable):

Have you acquired this purported Claim by assignment?

Yes: ☐

No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

⁵ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc. and Express Canada GC LP (collectively, the "Express Canada Entities").

3. Dispute of Revision or Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Currency	Amount allowed by Monitor in the Notice of Revision or Disallowance:	Amounts claimed by Claimant: ⁶
A. Unsecured		\$	\$
B. Secured		\$	\$
C. D&O Claim		\$	\$
D. Total Claim		\$	\$

4. Reasons for Dispute:

Please describe the reasons and basis for your dispute of the amount allowed by the Monitor in the Notice of Revision or Disallowance. You may attach a separate schedule if more space is required.

⁶ If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE "F"

(Letterhead of the Monitor)

June ●, 2017

●

Dear:

Re: Employee Claims in the CCAA Proceedings of Express Fashion Apparel Canada Inc. et al (Court File: CV-17-11785-00CL)

As you know, Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the "**Applicants**") filed for and were granted creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), pursuant to an order (the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") (the "**CCAA Proceedings**"). Pursuant to the Initial Order, the Court appointed Alvarez & Marsal Canada Inc. as monitor of the Applicants and Express Canada GC LP (collectively, the "**Express Canada Entities**") to, among other things, oversee the CCAA Proceedings. (in such capacity and not in its personal or corporate capacity, the "**Monitor**"). A copy of the Initial Order and other information relating to the CCAA Proceedings has been posted to www.alvarezandmarsal.com/expresscanada (the "**Monitor's Website**").

The purpose of this notice is to inform you about the claims process that was approved by the Court on May 29, 2017 (the "**Claims Process**"). The Claims Process governs claims to be asserted against the Express Canada Entities in the CCAA Proceedings, including those made by employees of the Express Canada Entities as of May 4, 2017 ("**Employees**"). The Claims Process, as it relates to Employee claims, is described below.

Employee Claims Process

- Under the Claims Process, the Monitor is required to send a notice prepared by the Express Canada Entities, in consultation with the Monitor, to each Employee outlining the quantum of their claim against the Express Canada Entities that the Monitor is prepared to allow ("**Statement of Employee Claim**").
- This notice is your Statement of Employee Claim, and your total claim has been assessed by the Express Canada Entities, in consultation with the Monitor, as follows:

Your claim against Express Fashion Apparel Canada Inc., as of ● 2017, has been assessed as a claim in the amount of \$● CAD. Details of your claim are set out in the attached schedule.

If you agree with the Express Canada Entities' assessment of your claim, you need take no further action.

IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.

Disagreement with Assessment:

If you disagree with the assessment of your claim set out in this Statement of Employee Claim, you must complete and return to the Monitor a completed Notice of Dispute of Statement of Employee Claim asserting a claim in a different amount supported by appropriate documentation. A blank Notice of Dispute of Statement of Employee Claim form is enclosed. The Notice of Dispute of Statement of Employee Claim with supporting documentation disputing the within assessment of your claim **must be received by the Monitor no later than 5:00 p.m. (Toronto Time) on July 28, 2017.**

If no such Notice of Dispute of Statement of Employee Claim is received by the Monitor by that date, the amount of your claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Statement of Employee Claim.

The Notice of Dispute of Statement of Employee Claim should be delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission to:

Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1

Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201

Attention: Josh Nevsky

Important Deadline:

If you do not file a Notice of Dispute of Statement of Employee Claim by July 28, 2017, you will have no further right to dispute your claim against any of the Express Canada Entities, as assessed by the Express Canada Entities, and you will be barred from filing any such dispute in the future.

More Information:

If you have questions regarding the foregoing, you may contact the Monitor at 1.844.692.6255 or monitor.expresscanada@alvarezandmarsal.com.

Yours truly,

SCHEDULE "G"

NOTICE OF DISPUTE OF STATEMENT OF EMPLOYEE CLAIM

With respect to the Express Canada Entities⁷

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if applicable)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Employee from whom you acquired the Claim (if applicable):

Have you acquired this purported Claim from an Employee by assignment?

Yes: ☐

No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Employee claimant: _____

⁷ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc. and Express Canada GC LP (collectively, the "Express Canada Entities").

3. Dispute of Statement of Employee Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Statement of Employee Claim and asserts a Claim as follows:

	Currency	Amount in Statement of Employee Claim:	Amounts claimed by Claimant: ⁸
Total Claim		\$	\$

4. Reasons for Dispute:

Please describe the reasons and basis for your dispute of the amount set out in your Statement of Employee Claim. You may attach a separate schedule if more space is required.

⁸ If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE “H”

CLAIMANT’S GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF EXPRESS FASHION APPAREL CANADA INC. AND EXPRESS CANADA GC GP, INC.

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for claims against the Directors and/or Officers of Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the “**Applicants**”). If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor’s website at www.alvarezandmarsal.com/expresscanada or contact the Monitor, whose contact information is set out below.

The D&O Proof of Claim form is for Claimants asserting a claim against any Directors and/or, Officers of the Applicants, and NOT for claims against any of the Express Canada Entities⁹ themselves. For claims against the Express Canada Entities, please use the form titled “Proof of Claim Form for Claims Against the Express Canada Entities”, which is available on the Monitor’s website at www.alvarezandmarsal.com/expresscanada.

Additional copies of the D&O Proof of Claim form may be found at the Monitor’s website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on May 29, 2017 (the “**Claims Procedure Order**”), the terms of the Claims Procedure Order will govern.

SECTION 1. - DEBTOR

1. The full name of all of the Applicants’ Directors or Officers against whom the Claim is asserted must be listed.

SECTION 2A. - ORIGINAL CLAIMANT

2. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the Applicants’ Directors or Officers.
3. The Claimant shall include any and all D&O Claims that it asserts against the Applicants’ Directors or Officers in a single D&O Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

⁹ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc., and Express Canada GC LP (collectively, the “Express Canada Entities”)

6. If the claim has been assigned or transferred to another party, Section 2B, described below, must also be completed.
7. Unless the claim is assigned or transferred, all future correspondence, notices, etc., regarding the claim will be directed to the address and contact indicated in this section.

SECTION 2B. - ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its claim, then Section 2B must be completed.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor, in consultation with the Applicants, is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc., regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3. - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the Amount of Claim column, including interest up to and including May 3, 2017.

Currency

13. The amount of the claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

SECTION 4. - DOCUMENTATION

17. Attach to the D&O Proof of Claim form all particulars of the claim and all available supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the claim.

SECTION 5. - CERTIFICATION

18. The person signing the D&O Proof of Claim should:
 - (a) be the Claimant or an authorized representative of the Claimant;
 - (b) have knowledge of all of the circumstances connected with this claim;

- (c) assert the claim against the Debtor(s) as set out in the D&O Proof of Claim and certify all available supporting documentation is attached; and
 - (d) have a witness to its certification.
19. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Debtor(s).

SECTION 6. - FILING OF CLAIM

20. **The D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on July 28, 2017 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1**

**Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201**

Attention: Josh Nevsky

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a claim against the Directors and Officers of the Applicants. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the Applicants' CCAA proceedings.

SCHEDULE "I"

PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF EXPRESS FASHION APPAREL CANADA INC. AND EXPRESS CANADA GC GP, INC. (the "D&O Proof of Claim")

This form is to be used only by Claimants asserting a claim against any Directors and/or, Officers of Express Fashion Apparel Canada Inc. and Express Canada GC GP, Inc. (together, the "**Applicants**") and NOT for claims against the Express Canada Entities¹ themselves. For claims against the Express Canada Entities, please use the form titled "Proof of Claim Form for Claims Against the Express Canada Entities", which is available on the Monitor's website at www.alvarezandmarsal.com/expresscanada.

1. Name of Officer(s) and/or Director(s) (the "Debtor(s)")

Debtor(s): _____

2A. Original Claimant (the "Claimant")

Legal Name of Claimant:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	Email	_____
Postal/Zip Code	_____		

2B. Assignee, if claim has been assigned

Legal Name of Assignee:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	Email	_____

¹ Express Fashion Apparel Canada Inc., Express Canada GC GP, Inc., and Express Canada GC LP (collectively, the "Express Canada Entities")

Postal/Zip
Code _____

3. Amount of Claim

Name(s) of Director(s) and/or Officer(s)	Currency	Amount of Claim (including interest up to and including May 3, 2017)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Documentation

Provide all particulars of the Claim and all available supporting documentation, including any claim assignment/transfer agreement or similar document, if applicable, and including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. All available documentation in support of this Claim is attached.

Signature: _____

Name: _____

Title: _____

Witness:

(signature)

(print)

Dated at _____ this _____ day of _____, 2017.

6. Filing of Claim

This D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on July 28, 2017 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

**Alvarez & Marsal Canada Inc., Express Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1**

**Email: monitor.expresscanada@alvarezandmarsal.com
Fax No.: 416-847-5201**

Attention: Josh Nevsky

For more information see www.alvarezandmarsal.com/expresscanada, or contact the Monitor by telephone at 1-844-692-6255.

1 **IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,**
2 **R.S.C. 1985, c. C-36, AS AMENDED**

Court File No: CV-17-11785-00CL

3 **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT**
4 **OF EXPRESS FASHION APPAREL CANADA INC. and EXPRESS**
5 **CANADA GC GP, INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

CLAIMS PROCEDURE ORDER

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