

ONTARIO

SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE REGIONAL )  
SENIOR JUSTICE MORAWETZ )

MONDAY, THE 30TH DAY  
OF NOVEMBER, 2015



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 COMARK INC.

Applicant

**D&O CLAIMS PROCEDURE ORDER**

THIS MOTION, made by 4240405 Canada Inc., formerly Comark Inc. (the "Applicant" or "Comark"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order, *inter alia*, approving a procedure for the solicitation, determination and resolution of certain claims against the current and former directors and officers of the Applicant was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Gerald Bachynski sworn November 23, 2015, the Seventh Report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor of the Applicant (the "Monitor") dated November 25, 2015 (the "Seventh Report") and on hearing the submissions of counsel for the Applicant and the Monitor and such other counsel as were present and on being advised that the Service List was served with the Motion Record herein;

## SERVICE AND DEFINITIONS

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

2. THIS COURT ORDERS that all terms not otherwise defined herein shall have their meanings ascribed to in the Initial Order.

3. THIS COURT ORDERS that for purposes of this Order, the following terms shall have the following meanings:

- (a) **“Accepted Claim”** means a D&O Claim which arose or arises on or after the date of the Initial Order and is finally determined in accordance with this Claims Procedure to be a D&O Claim which is subject to indemnity from Comark and secured by the D&O Charge pursuant to and in accordance with the Initial Order;
- (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) **“Claimant”** means a Person asserting a D&O Claim against any of the Directors or Officers;
- (d) **“Claims Bar Date”** means 5:00 p.m. EST on January 21, 2016, or any later date ordered by the Court;
- (e) **“Claims Package”** means the document package which shall be disseminated to any potential Claimant in accordance with the terms of this Order and which shall

include a copy of this Order and such other materials as the Monitor, in consultation with Comark may consider appropriate;

- (f) “**Claims Procedure**” means the procedures outlined in this Order, including the Schedules attached hereto;
- (g) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (h) “**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 the Applicant, in such capacity;
- (i) “**D&O Claim**” means: (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Directors or Officers that relates to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment,

liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise 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, and any interest accrued thereon or costs payable in respect thereof; and in respect of (i) and (ii) above is: (A) is based in whole or in part on facts existing prior to the Claims Bar Date, or (B) relates to a time period prior to the Claims Bar Date;

- (j) **“Initial Order”** means the Initial Order of the Honourable Regional Senior Justice Morawetz dated March 26, 2015, as thereafter amended and restated pursuant to an Order dated April 21, 2015, as amended;
- (k) **“Monitor”** means Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor of the Applicant;
- (l) **“Notice to Claimants”** means the notice for publication by the Monitor substantially in the form attached hereto as Schedule “A”;
- (m) **“Notice of Dispute”** means a notice delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “D”;

- (n) **“Notice of Revision or Disallowance”** means a notice delivered by the Monitor informing a Claimant that the Monitor has revised or disallowed such Claimant’s D&O Claim, which notice shall be substantially in the form attached hereto as Schedule “C”;
- (o) **“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 the Applicant, in such capacity;
- (p) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, union, pension plan administrator, pension plan regulator, governmental authority, ministry or agency, regulatory body, labour board, employee, legal personal representative or litigation guardian, or other association, or similar entity, howsoever designated or constituted;
- (q) **“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 “B”, which shall include all supporting documentation in respect of such D&O Claim; and
- (r) **“Monitor’s Website”** means <http://www.alvarezandmarsal.com/comark-inc/>.

4. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

5. THIS COURT ORDERS that for the purposes of the Claims Procedure, all D&O Claims which are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging the currency to Canadian dollars on March 26, 2015.

6. THIS COURT ORDERS that the Applicant and the Monitor are 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 it is satisfied that a D&O Claim has been adequately filed or accepted, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of such forms.

## **SOLICITATION OF D&O CLAIMS**

### **Notice to Claimants**

7. THIS COURT ORDERS that the Notice to Claimants is hereby approved.

8. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants to be posted on the Monitor's Website, no later than 5:00 p.m. on December 2, 2015.

9. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants to be published once in each of the Globe and Mail (National Edition) and La Presse no later than 5:00 p.m. on December 7, 2015.

10. THIS COURT ORDERS that the Monitor shall, no later than 5:00 p.m. on December 7, 2015, send the Claims Package to:

- (a) Each party that appears on the service list in these CCAA proceedings;

- (b) Each known or potential Claimant as evidenced by the books and records of the Applicant; and
- (c) To each Person requesting a Claims Package prior to the Claims Bar Date.

11. THIS COURT ORDERS that the Claims Procedure and forms of Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the Monitor, in consultation with the Applicant, may from time to time, make minor non-substantive changes to the forms as may be necessary or desirable.

12. THIS COURT ORDERS that the sending of the Claims Package to Claimants and the publication of the Notice to Claimants, in accordance with this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.

**Deadline for Filing a D&O Claim Proof of Claim**

13. THIS COURT ORDERS that any Person that intends to assert a D&O Claim shall deliver a Proof of Claim to the Monitor in accordance with paragraphs 25 & 26 herein, together with all relevant supporting documentation in respect of such D&O Claim, so that such Proof of Claim is received by the Monitor by no later than the Claims Bar Date.

14. THIS COURT ORDERS that any Person who does not deliver a Proof of Claim in accordance with this Order to the Monitor by the Claims Bar Date shall be forever barred from asserting or enforcing such unasserted D&O Claim against any of the Directors and Officers and/or against the Property, and the Directors and Officers shall not have any liability whatsoever in respect of, and shall be released and discharged from, any and all such unasserted D&O Claims, and all such unasserted D&O Claims shall be forever extinguished, barred, and

discharged as against the Property and the Directors and Officers without any further act or notification.

**DETERMINATION OF D&O CLAIMS**

15. THIS COURT ORDERS that the Monitor, in consultation with the Applicant, shall review each Proof of Claim that is received by the Claims Bar Date and may accept, revise or disallow all or any part of the D&O Claim. At any time, the Applicant or the Monitor may request additional information from the Claimant with respect to any D&O Claim.

16. THIS COURT ORDERS that the Monitor, in consultation with the Applicant, may attempt to consensually resolve the classification or amount of any asserted D&O Claim with the Claimant prior to accepting, revising or disallowing such D&O Claim.

17. THIS COURT ORDERS that if the Monitor, in consultation with the Applicant and the Directors and Officers named in such D&O Claim, determines to revise or disallow a D&O Claim, the Monitor, in consultation with the Applicant, shall send a Notice of Revision or Disallowance to the Claimant. The failure by the Monitor to send a Notice of Revision or Disallowance shall not result in any D&O Claim being accepted or being deemed to be accepted.

18. THIS COURT ORDERS that if a Claimant disputes the disallowance or revision of its D&O Claim as set forth in a Notice of Revision or Disallowance and such Claimant intends to contest the Notice of Revision or Disallowance then such Claimant shall deliver a Notice of Dispute so that such Notice of Dispute is received by the Monitor by no later than 5:00 p.m. on the day which is fifteen days after the date the Notice of Revision or Disallowance is deemed to be received by the Claimant pursuant to paragraph 25 herein or such later date as the Monitor, in consultation with the Applicant, may agree in writing or the Court may order.



19. THIS COURT ORDERS that (i) any Claimant who fails to deliver a Notice of Dispute to the Monitor by the deadline set forth in paragraph 18 shall be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed); and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no Notice of Dispute is received by the Monitor by the deadline set forth in paragraph 18 hereof, shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

20. THIS COURT ORDERS that a Claimant who has delivered a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of such Notice of Dispute, file an application with the Court seeking determination of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application. Any Claimant who fails to file an application in accordance with this paragraph 20 shall: (i) be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed), and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no application is filed by the

deadline set forth in paragraph 20 hereof, shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

#### **NOTICE OF TRANSFEREES**

21. THIS COURT ORDERS that if a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the Monitor, in consultation with the Applicant, as the holder of the D&O Claim, transfers or assigns that D&O Claim to another Person, the Applicant and the Monitor shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the D&O Claim as the holder of such D&O Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such D&O Claim and shall be bound by notices given and steps taken in respect of such D&O Claim in accordance with the provisions of this Order.

22. THIS COURT ORDERS that if a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the Monitor, in consultation with the Applicant, as the holder of the D&O Claim, transfers or assigns the whole of such D&O Claim to more than one Person or part of such D&O Claim to another Person, such transfers or assignments shall not create separate D&O Claims and such D&O Claims shall continue to constitute and be dealt with as a single D&O Claim notwithstanding such transfers or assignments. The Applicant and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such D&O Claim only as a whole and then only to and with the Person last holding such D&O Claim, provided such Person or Claimant may, by notice in writing delivered to the Monitor, direct that

subsequent dealings in respect of such D&O Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such D&O Claim with such Claimant in accordance with the provisions of this Order.

#### **EXTENSION OF THE STAY PERIOD**

23. THIS COURT ORDERS that the Stay Period (as defined in paragraph 14 of the Initial Order) is hereby extended until and including February 29, 2016.

#### **REPORT OF THE MONITOR**

24. THIS COURT ORDERS that the Sixth Report of the Monitor dated October 28, 2015 and the Seventh Report are hereby approved and the activities of the Monitor as described therein are hereby approved.

#### **GENERAL PROVISIONS**

25. THIS COURT ORDERS that any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by email or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant 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.

26. THIS COURT ORDERS that any document, notification or notice required to be delivered to the Monitor under this Claims Procedure shall be delivered to:

Alvarez & Marsal Canada Inc.  
In its capacity as Monitor of Comark Inc.  
Royal Bank Plaza, South Tower  
Suite 2900, P.O. Box 2  
Toronto, ON M5J 2J1  
Attention: Melanie Mackenzie  
E-mail: mmackenzie@alvarezandmarsal.com

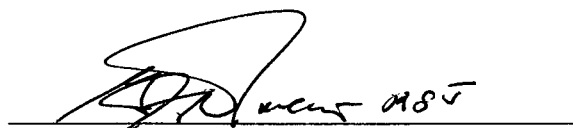
27. THIS COURT ORDERS that in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

28. THIS COURT ORDERS that the Monitor, in consultation with the Applicant, is authorized to enter into settlement negotiations with a Claimant at any stage of the Claims Procedure and is further authorized to enter into agreements with Claimants resolving the value of their D&O Claims.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, 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 Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this

Order  
ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

NOV 30 2015



Schedule "A"

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NOTICE OF D&O CLAIMS BAR DATE

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IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF  
COMARK INC. ("COMARK")

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C.1985, c. C-36, as amended (the "CCAA")

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TO: CLAIMANTS HAVING A D&O CLAIM AND TO ANY OTHER PERSON OR  
PARTIES

**NOTICE OF D&O CLAIMS PROCEDURE AND CLAIMS BAR DATE**

***PLEASE TAKE NOTICE*** that this notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated ●, 2015 (the "D&O Claims Procedure Order"). All capitalized terms in this Notice are defined in the D&O Claims Procedure Order, a copy of which can be found on the website of the Monitor, Alvarez & Marsal Canada Inc. at <http://www.alvarezandmarsal.com/comark-inc/>.

Please take notice that this claims process only addresses certain claims against the Directors and Officers of Comark, defined as D&O Claims in the D&O Claims Procedure Order. Any Person who believes that it has a D&O Claim against a Director or Officer of Comark should send a Proof of Claim to the Monitor to be received by the Monitor by 5:00 p.m. local Toronto time on January 21, 2016 or such other date as ordered by the Court (the "Claims Bar Date").

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

Claimants who require a Proof of Claim form may access these forms at the Monitor's website at <http://www.alvarezandmarsal.com/comark-inc/> or they may contact the Monitor (Attention: Melanie Mackenzie, Telephone: (416) 847-5158) to obtain a claims package.

Claimants should file their Proof of Claim with the Monitor by mail, email, courier or hand delivery, so that the Proof of Claim is actually received by the Monitor by the Claims Bar Date at the address below.

Address of the Monitor

Alvarez & Marsal Canada Inc.  
In its capacity as Monitor of Comark Inc.

Royal Bank Plaza, South Tower  
Suite 2900, P.O. Box 2  
Toronto, ON M5J 2J1  
Attention: Melanie Mackenzie  
E-mail: [mmackenzie@alvarezandmarsal.com](mailto:mmackenzie@alvarezandmarsal.com)

**Schedule "B"**

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**PROOF OF D&O CLAIM**

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**IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF  
COMARK INC. ("COMARK")**

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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,**

**R.S.C. 1985, c. C-36, as amended**

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**A. PARTICULARS OF D&O CLAIM CLAIMANT**

1. Full Legal Name of Claimant: \_\_\_\_\_ (the "Claimant").  
(Full legal or Corporate name should be the name of the original Claimant.)
2. Full Mailing Address of the Claimant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number of Claimant: \_\_\_\_\_ \*
4. Facsimile Number of Claimant: \_\_\_\_\_ \*
5. Attention (Contact Person): \_\_\_\_\_ \*
6. Email Address: \_\_\_\_\_ \*
7. Has the D&O Claim been sold or assigned by Claimant to another party?  
Yes \_\_\_ No \_\_\_ (If yes please complete section D)

**B. PROOF OF D&O CLAIM:**

I, \_\_\_\_\_ [Name of Claimant or Representative of the  
Claimant ], do hereby certify:

that I am (please check one):

\_\_\_ the Claimant ; or

\_\_\_ hold the following position of \_\_\_\_\_ the Claimant

and have personal knowledge of all the circumstances connected with the D&O Claim described herein;

**C. PARTICULARS OF D&O CLAIM:**

Name of the Director/Officer and the amount for each Director/Officer which owes the amount claimed:

| Director/Officer         | Amount <sup>1</sup> |
|--------------------------|---------------------|
| <input type="checkbox"/> | \$ _____            |
| <input type="checkbox"/> | \$ _____            |
| <input type="checkbox"/> | \$ _____            |
| <input type="checkbox"/> | \$ _____            |

Description of transaction, agreement or event giving rise or relating to the D&O Claim:

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If the D&O Claim is contingent or unliquidated, state the basis and provide evidence upon which the D&O Claim has been valued:

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<sup>1</sup> Please specify currency if not in Canadian dollars.



**IF CLAIMANTS REQUIRE ADDITIONAL SPACE, PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT DOCUMENTATION OR AGREEMENTS.**

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

**D. PARTICULARS OF ASSIGNEE(S) (IF ANY):**

1. Full Legal Name of Assignee(s) of the D&O Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

\_\_\_\_\_  
(the "Assignee(s)")

Amount of Total D&O Claim Assigned \$ \_\_\_\_\_

Amount of Total D&O Claim Not Assigned \$ \_\_\_\_\_

Total Amount of D&O Claim \$ \_\_\_\_\_  
(should equal "Total D&O Claim" as entered on Section B)

2. Full Mailing Address of Assignee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Telephone Number of Assignee(s): \_\_\_\_\_

4. Facsimile Number of Assignee(s): \_\_\_\_\_

5. Email address of Assignee(s): \_\_\_\_\_

6. Attention (Contact Person): \_\_\_\_\_

**E. FILING OF CLAIMS:**

**The duly completed Proof of D&O Claim together with supporting documentation must be returned and received by the Monitor, no later than 5:00 pm local Toronto time on January 21, 2016, to the following email address or address:**

Failure to file your Proof of D&O Claim by such date will result in your claim being forever extinguished and barred and you will be prohibited from making or enforcing a D&O Claim against Comark or the Directors or Officers.

This Proof of D&O Claim must be delivered by email, personal delivery, courier or prepaid mail at the following address:

**Address of the Monitor:**

Alvarez & Marsal Canada Inc.  
In its capacity as Monitor of Comark Inc.  
Royal Bank Plaza, South Tower  
Suite 2900, P.O. Box 2  
Toronto, ON M5J 2J1

Attention: Melanie Mackenzie  
E-mail: mmackenzie@alvarezandmarsal.com

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of individual completing this form)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

Schedule "C"

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NOTICE OF REVISION OR DISALLOWANCE

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IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF  
COMARK INC. (the "COMARK")

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

R.S.C. 1985, c. C-36, as amended

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**TO:** [insert name and address of Claimant ]

**FROM:** Alvarez & Marsal Canada Inc., in its capacity as Monitor of Comark

**CLAIM REFERENCE NO.** \_\_\_\_\_

Terms not otherwise defined in this Notice have the meaning ascribed to them in the Order of the Superior Court of Justice for Ontario made ●, 2015 (the "Claims Procedure Order"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <http://www.alvarezandmarsal.com/comark-inc/> or by contacting the Monitor as set out below.

This Notice of Revision or Disallowance is issued pursuant to the Claims Procedure Order.

The Monitor, in consultation with Comark, has reviewed your D&O Claim, **as set out in your Proof of Claim** and hereby gives you notice that it has revised or rejected your D&O Claim as follows:

| <u>Claim<br/>Director/Officer</u> | <u>Against</u> | <u>Amount<br/>Per Proof<br/>of Claim</u> | <u>Disallowed<br/>Amount</u> | <u>Allowed<br/>Amount</u> |
|-----------------------------------|----------------|------------------------------------------|------------------------------|---------------------------|
|                                   |                | \$ _____                                 | \$ _____                     | \$ _____                  |
|                                   |                | \$ _____                                 | \$ _____                     | \$ _____                  |
|                                   |                | \$ _____                                 | \$ _____                     | \$ _____                  |
| <b>TOTAL</b>                      |                | \$ _____                                 | \$ _____                     | \$ _____                  |

**REASONS FOR DISALLOWANCE:**

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If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

1. If you intend to dispute a Notice of Revision or Disallowance, you must:
  - (i) by 5:00 p.m. local Toronto time on the day which is fifteen (15) days after the delivery of this Notice of Revision or Disallowance or such later date as the Court may order, deliver a Notice of Dispute by email, courier, personal delivery or prepaid mail to the Monitor at the address indicated herein. The form of Notice of Dispute is attached to this Notice; and
  - (ii) within ten (10) Business Days of delivery of the Notice of Dispute, file an application with the Court seeking determination of the value and/or status of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application.
2. If you do not deliver a Notice of Dispute and file an application seeking determination of your D&O Claim in accordance with the terms of the Claims Procedure Order, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

*Address for Service of Dispute Notices:*

**Address of the Monitor**

Alvarez & Marsal Canada Inc.  
In its capacity as Monitor of Comark Inc.  
Royal Bank Plaza, South Tower  
Suite 2900, P.O. Box 2

Toronto, ON M5J 2J1

Attention: Melanie Mackenzie  
E-mail: mmackenzie@alvarezandmarsal.com

**IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Alvarez & Marsal Canada Inc.  
in its capacity as Court-Appointed Monitor of Comark

Per: \_\_\_\_\_

Encl.

**Schedule "D"**

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**NOTICE OF DISPUTE**

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**IN RESPECT OF CLAIMS AGAINST COMARK INC. (the "COMARK")  
(collectively, the "Directors and Officers")**

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

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Pursuant to the order of the Court dated ●, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance issued by Alvarez & Marsal Canada Inc. in its capacity as Monitor of Comark.

**A. PARTICULARS OF CLAIMANT**

1. Full Legal Name of Claimant: \_\_\_\_\_
2. Claim Reference No.: \_\_\_\_\_
3. Full Mailing Address of the Claimant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Telephone Number of Claimant: \_\_\_\_\_ \*
- Facsimile Number of Claimant: \_\_\_\_\_ \*
- Email Address: \_\_\_\_\_ \*
- Attention (Contact Person): \_\_\_\_\_ \*

**B. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

1. Have you acquired this Claim by assignment? Yes  No

(if yes, attach documents evidencing assignment)

2. Full Legal Name of original Claimant (s): \_\_\_\_\_

**C. DISPUTE:**

We hereby disagree with the value or classification of our D&O Claim as set out in the Notice of Revision or Disallowance:

| Director/Officer | Claim per Notice<br>of Revision or<br>Disallowance | Claim per<br>Claimant |
|------------------|----------------------------------------------------|-----------------------|
|                  | \$                                                 | \$                    |
|                  | \$                                                 | \$                    |
|                  | \$                                                 | \$                    |
|                  | \$                                                 | \$                    |
| Total Claim      | \$                                                 | \$                    |

***IF CLAIMANTS REQUIRE ADDITIONAL SPACE PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT AGREEMENTS.***

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

**D. REASONS FOR DISPUTE:**

*(Provide full particulars of the D&O Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim.*

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**THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY EMAIL, COURIER, PERSONAL SERVICE OR PREPAID MAIL TO THE MONITOR AT THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. LOCAL TORONTO TIME ON THE DAY WHICH IS FIFTEEN (15) DAYS AFTER THE DATE OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, OR SUCH LATER DATE AS THE COURT MAY ORDER.**

**IN ADDITION TO THE DELIVERY OF THIS NOTICE OF DISPUTE, WITHIN TEN (10) BUSINESS DAYS OF DELIVERY OF THE NOTICE OF DISPUTE, YOU ARE REQUIRED TO FILE AN APPLICATION WITH THE COURT SEEKING DETERMINATION OF THE VALUE AND/OR STATUS OF THE D&O CLAIM, WHICH APPLICATION SHALL BE RETURNABLE WITHIN SEVEN (7) BUSINESS DAYS OF THE FILING OF THE APPLICATION.**

*Address for Service of Dispute Notices:*

**Address of the Monitor:**

Alvarez & Marsal Canada Inc.  
In its capacity as Monitor of Comark Inc.  
Royal Bank Plaza, South Tower  
Suite 2900, P.O. Box 2  
Toronto, ON M5J 2J1

Attention: Melanie Mackenzie  
E-mail: mmackenzie@alvarezandmarsal.com



**IN THE MATTER OF 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 COMARK INC.**

**APPLICANT**

Court File No. CV15-10920-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**PROCEEDING COMMENCED AT  
TORONTO**

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**CLAIMS PROCEDURE ORDER**

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Lawyers for the Applicant

Matter No: 1163824