

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

THE HONOURABLE MR.

JUSTICE KOEHNEN

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WEDNESDAY, THE 4TH

DAY OF AUGUST, 2021



**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 YATSEN GROUP OF COMPANIES
INC., SAR REAL ESTATE INC. AND THE COMPANIES
LISTED IN SCHEDULE "A"**

Applicants

MEETING ORDER

THIS MOTION, made by Yatsen Group of Companies Inc., SAR Real Estate Inc. and the companies listed in Schedule "A" hereto (collectively, 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*:

- a) accepting the filing of the Applicants' plan of compromise and arrangement pursuant to the CCAA (as it may be amended, modified, varied and/or supplemented in accordance with its terms, the "**Plan**");
- b) authorizing the Applicants to establish one class of Affected Landlord Creditors for the purpose of considering and voting on the Plan (the "**Affected Landlord Creditors Class**");

- c) authorizing the Applicants to call, hold and conduct a virtual meeting of the Affected Landlord Creditors (the “**Creditors’ Meeting**”) to consider and vote on a resolution to approve the Plan (the “**Resolution**”);
- d) approving the procedures to be followed with respect to the calling and conduct of the Creditors’ Meeting; and
- e) setting the date for the hearing of the Applicants’ motion seeking sanction of the Plan (the “**Sanction Hearing**”),

was heard this day by video conference at Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Joseph McCullagh sworn July 29, 2021 (the “**McCullagh Affidavit**”) and the exhibits thereto, and the Fifth Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the “**Monitor**”) dated July 29, 2021, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Andrew Harmes sworn July 29, 2021, filed,

SERVICE

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

DEFINITIONS

2. THIS COURT ORDERS that any capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Plan in the form attached as Exhibit “A” to the McCullagh Affidavit.

MONITOR’S ROLE

3. THIS COURT ORDERS that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Amended and Restated Initial Order granted in these proceedings dated February 2, 2021 (the “**Amended and Restated Initial Order**”) and the Claims Procedure Order granted in these proceedings dated August 4, 2021 (the “**Claims Procedure Order**”), the Monitor is hereby authorized, directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.
4. THIS COURT ORDERS that, in carrying out the terms of this Order, the Monitor: (a) shall have all the protections given to it by the CCAA, the Amended and Restated Initial Order, the Claims Procedure Order, this Order, and any other Orders of the Court in these CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour; (b) shall incur no liability or obligation as a result of carrying out the provisions of this Order, other than in respect of any gross negligence or wilful misconduct on its part; (c) shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (e) may seek such assistance as may be reasonably required to carry out

its duties and obligations pursuant to this Order from the Applicants or any of their affiliated companies.

PLAN OF COMPROMISE AND ARRANGEMENT

5. THIS COURT ORDERS that the Plan be and is hereby accepted for filing with the Court, and that the Applicants are authorized to seek approval of the Plan by the Affected Landlord Creditors holding Voting Claims (as defined in the Claims Procedure Order) and, if applicable, Disputed Voting Claims (as defined in the Claims Procedure Order) in the manner set forth herein.
6. THIS COURT ORDERS that the Applicants be and are hereby authorized to amend, modify, vary and/or supplement the Plan pursuant to the terms thereof (each a “**Plan Modification**”) at any time prior to the Creditors’ Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan. The Applicants shall give notice of any such Plan Modification at the Creditors’ Meeting prior to the vote being taken to approve the Plan. The Applicants may give notice of any such Plan Modification at or before the Creditors’ Meeting by notice which shall be sufficient if, in the case of notice at the Creditors’ Meeting, such notice is given to those Affected Landlord Creditors present (or deemed present) at such meeting in person or by Proxy and, in the case of notice before the Creditors’ Meeting, such notice is provided to those Persons listed on the service list in these proceedings (as amended from time to time, the “**Service List**”). The Monitor shall forthwith post on its website established in respect of these proceedings (the “**Monitor’s Website**”) any such Plan Modification, with notice of such posting forthwith provided to the Service List.

7. THIS COURT ORDERS that, after the Creditors' Meeting (including after obtaining the Sanction Order), the Applicants may at any time and from time to time effect a Plan Modification either: (a) pursuant to an Order of the Court, or (b) where such Plan Modification concerns a matter which, in the opinion of both the Applicants and the Monitor, is of an administrative nature required to better give effect to the implementation of the Plan or to cure any errors, omissions or ambiguities, and in either circumstance in (c) is not materially adverse to the financial or economic interests of the Affected Landlord Creditors. The Monitor shall forthwith post on the Monitor's Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

NOTICE OF THE CREDITORS' MEETING

8. THIS COURT ORDERS that each of the following in substantially the forms attached to this Order as Schedule "B", Schedule "C" and Schedule "D", respectively, are hereby approved:
- (a) the form of notice of the Creditors' Meeting and Sanction Hearing (the "**Notice of Meeting**");
 - (b) the form of proxy for the Affected Landlord Creditors (the "**Proxy**"); and
 - (c) the form of Resolution
- (collectively, the "**Information Package**").
9. THIS COURT ORDERS that the Applicants may from time to time make such changes to the documents in the Information Package as the Applicants, in consultation with the

Monitor, consider necessary or desirable or to conform the content thereof to the terms of the Plan, this Order or any further Orders of the Court.

10. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof), the Plan and this Order to be posted on the Monitor's Website. The Monitor shall ensure that the Information Package and the Plan (and any amendments made thereto) remain posted on the Monitor's Website until at least one (1) Business Day after the Plan Implementation Date.
11. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Monitor or its agent shall cause to be sent a copy of the Information Package, a copy of the Plan and a personal meeting identification number to access the Creditors' Meeting by electronic means (each, a "**Personal Meeting Identifier**") by regular mail, courier, fax or e-mail to each of the Affected Landlord Creditors at the last known address (including fax number or email address) for such Affected Landlord Creditors set out in the books and records of the Applicants (except that, where such Affected Landlord Creditors are represented by counsel known by the Applicants, the address, fax number, and email address of such counsel may be substituted).
12. THIS COURT ORDERS that the sending of a copy of the Information Package, the Plan and a Personal Meeting Identifier to Affected Landlord Creditors in accordance with paragraph 11 hereof, and the posting of this Order, the Plan and the Information Package on the Monitor's Website in accordance with paragraph 10 above shall constitute good and sufficient service of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may be entitled to be present in person or by

Proxy at the Creditors' Meeting or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons.

13. THIS COURT ORDERS that the non-receipt of a copy of the Information Package beyond the reasonable control of the Monitor, or any failure or omission to provide a copy of the Information Package as a result of events beyond the reasonable control of the Monitor (including, without limitation, any inability to use postal services), shall not constitute a breach of this Order, and shall not invalidate any resolution passed or proceedings taken at the Creditors' Meeting, but if any such failure or omission is brought to the attention of the Monitor, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

CLASSIFICATION OF CREDITORS

14. THIS COURT ORDERS that, for the purposes of considering and voting on the Plan, the Affected Landlord Creditors shall constitute a single class under the Plan, the "Affected Landlord Creditors Class".

CREDITORS' MEETING

15. THIS COURT ORDERS that, subject to paragraph 22 hereof, the Applicants are authorized to call, hold and conduct the Creditors' Meeting on September 9, 2021 at 10:00 a.m., for the purpose of considering and voting on, with or without variation, the Resolution to approve the Plan and transacting such other business as may be properly brought before the Creditors' Meeting. The Applicants are authorized to hold the Creditors' Meeting by means of a telephonic or electronic facility using a third party service provider.

16. THIS COURT ORDERS that, subject to paragraph 38 hereof, the only Persons entitled to vote at the Creditors' Meeting in person or by Proxy are Affected Landlord Creditors with Voting Claims or Disputed Voting Claims (each an "**Eligible Voting Creditor**").
17. THIS COURT ORDERS that the only Persons entitled to receive notice of, to attend or submit questions at the Creditors' Meeting are representatives of the Applicants and their legal counsel and advisors, representatives of the Monitor and its legal counsel, and the Eligible Voting Creditors (or their respective duly appointed proxyholders) entitled to vote at the Creditors' Meeting pursuant to this Order and their respective legal counsel and advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair (as defined below), in consultation with the Applicants.
18. THIS COURT ORDERS that an Eligible Voting Creditor that is not an individual may only attend and vote at the Creditors' Meeting if it has appointed a proxyholder to attend and act on its behalf at the Creditors' Meeting.

CONDUCT AND VOTING AT THE CREDITORS' MEETING

19. THIS COURT ORDERS that a representative of the Monitor, as designated by the Monitor, shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to this Order or any further Order of the Court, shall, in consultation with the Applicants, decide all matters relating to the conduct of the Creditors' Meeting.
20. THIS COURT ORDERS that a person designated by the Monitor shall act as secretary at the Creditors' Meeting and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting (the

“**Scrutineers**”). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Voting Claims, if any, at the Creditors’ Meeting.

21. THIS COURT ORDERS that the quorum required at the Creditors’ Meeting shall be one Affected Landlord Creditor with a Voting Claim present at the Creditors’ Meeting in person or by Proxy. Any Affected Landlord Creditors who establish a communications link to the Creditors’ Meeting by electronic means, as applicable, shall be deemed to be present in person at the Creditors’ Meeting.
22. THIS COURT ORDERS that the Creditors’ Meeting shall be adjourned to such date, time and place as may be designated by the Chair or the Monitor, in each case in consultation with the Applicants, if:
 - (a) the requisite quorum pursuant to paragraph 21 is not present at the Creditors’ Meeting; or
 - (b) prior to or during the Creditors’ Meeting, either the Applicants or the Chair or the Monitor (in consultation with the Applicants) decide to adjourn the Creditors’ Meeting.

The Applicants shall not be required to first convene the Creditors’ Meeting in order to adjourn or postpone the Creditors’ Meeting. Written notice of any adjournment or postponement to the Service List and, if the adjournment is made during the Creditors’ Meeting, announcement by the Chair of any such adjournment at the Creditors’ Meeting shall constitute sufficient notice of the adjournment or postponement and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned or postponed Creditors’ Meeting.

23. THIS COURT ORDERS that the Chair shall direct a vote at the Creditors' Meeting, by such means as the Chair, in consultation with the Applicants, may consider appropriate, with respect to: (a) the Resolution to approve the Plan and any amendments, modifications, variations and/or supplements thereto made in accordance with the Plan and this Order; and (b) any other resolutions as the Chair, in consultation with the Applicants, may consider appropriate.
24. THIS COURT ORDERS that the Monitor shall keep separate tabulations of votes cast at the Creditors' Meeting in respect of:
 - (a) Voting Claims; and
 - (b) Disputed Voting Claims, if applicable.
25. THIS COURT ORDERS that, following the votes at the Creditors' Meeting, the Scrutineers shall tabulate the votes in the Affected Landlord Creditors Class and the Monitor shall determine whether the Plan has been accepted by the majorities of that Affected Landlord Creditors Class required pursuant to section 6 of the CCAA (the **"Required Majorities"**).
26. THIS COURT ORDERS that every question submitted to the Creditors' Meeting, except to approve the Resolution, shall be decided by a vote of a majority in value of the Affected Landlord Creditors with Voting Claims present in person or by Proxy at the Creditors' Meeting.

27. THIS COURT ORDERS that the Monitor shall file a report with this Court after the Creditors' Meeting or any adjournment thereof, as applicable, with respect to the results of the votes at the Creditors' Meeting, including:
- (a) whether the Plan has been accepted by the Required Majorities; and
 - (b) whether the votes cast in respect of Disputed Voting Claims, if applicable, would affect the result of that vote.
28. THIS COURT ORDERS that a copy of the Monitor's report regarding the votes at the Creditors' Meeting shall be posted on the Monitor's Website prior to the Sanction Hearing.
29. THIS COURT ORDERS that, if the votes cast by the holders of Disputed Voting Claims would affect whether the Plan has been approved by the Required Majorities: (a) the Applicants or the Monitor may request this Court to direct an expedited determination of any Disputed Voting Claims; (b) the Applicants may request that this Court defer the date of the Sanction Hearing; (c) the Applicants may request that this Court defer or extend any other time periods in this Order or the Plan; and/or (d) the Applicants or the Monitor may seek such further advice and direction as may be considered appropriate.
30. THIS COURT ORDERS that the result of any vote conducted at the Creditors' Meeting shall be binding upon all Affected Landlord Creditors, whether or not any such Affected Landlord Creditor was present (in person or by Proxy) or voted at the Creditors' Meeting.

VOTING BY PROXY

31. THIS COURT ORDERS that any Proxy in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be (i) received by the

Monitor by 5:00 p.m. (Toronto time) at least two (2) Business Days prior to the Creditors' Meeting (the "**Proxy Deadline**"); and (ii) in substantially the form attached to this Order as Schedule "C" or in such other form as may be acceptable to the Monitor or the Chair in consultation with the Applicants. The Monitor and the Applicants are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith. Any Proxies validly delivered in connection with the Creditors' Meeting shall be accepted as Proxies in respect of any adjourned or postponed Creditors' Meeting.

32. THIS COURT ORDERS that, for the purpose of tabulating the votes cast on any matter that may properly come before the Creditors' Meeting, the Chair shall be entitled to rely on any vote cast by a holder of a Proxy that has been duly submitted to the Monitor in the manner set forth in this Order without independent investigation.
33. THIS COURT ORDERS that paragraphs 31 and 32, and the instructions contained in the Proxy, shall govern the submission of Proxies and any deficiencies in respect of the form or substance of such Proxies filed with the Monitor.
34. THIS COURT ORDERS that, in the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution, provided the Proxy holder does not otherwise exercise its right to vote at the Creditors' Meeting.
35. THIS COURT ORDERS that, for the purposes of voting at the Creditors' Meeting, each Affected Landlord Creditor with a Voting Claim or a Disputed Voting Claim shall be

entitled to one vote as a member of the Affected Landlord Creditors Class. Any Person that does not have a Voting Claim or a Disputed Voting Claim shall not be entitled to vote at the Creditors' Meeting.

36. THIS COURT ORDERS that, for the purposes of voting at the Creditors' Meeting, the value of a vote cast by any Affected Landlord Creditor shall be deemed equal to their Voting Claim (including, for the avoidance of doubt, Disputed Voting Claims that are determined to be Voting Claims) as determined in accordance with the Claims Procedure Order.
37. THIS COURT ORDERS that an Affected Landlord Creditor's Voting Claim shall not include fractional numbers and Voting Claims and Disputed Voting Claims shall be rounded down to the nearest whole U.S. dollar amount.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

38. THIS COURT ORDERS that, subject to any restrictions contained in Applicable Laws or any contractual arrangement with any of the Applicants, an Affected Landlord Creditor may transfer or assign the whole of its Affected Landlord Claim prior to the Creditors' Meeting. If, subject to any restrictions contained in Applicable Laws or any contractual arrangement with any of the Applicants, an Affected Landlord Creditor transfers or assigns the whole of an Affected Landlord Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Landlord Claim at the Creditors' Meeting unless (a) the assigned Affected Landlord Claim is a Voting Claim or Disputed Voting Claim, or a combination thereof, and (b) satisfactory notice of and proof of transfer or assignment has been delivered to the Applicants and the Monitor no later than five (5) Business Days prior to the date of the Creditors' Meeting, failing

which the original transferor shall have all applicable rights as the “Affected Landlord Creditor” with respect to such Affected Landlord Claim as if no transfer or assignment of the Affected Landlord Claim had occurred. Following proper transfer or assignment of an Affected Landlord Claim pursuant to (a) and (b) above, the transferee or assignee shall thereafter, for all purposes, be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Claim. Such transferee or assignee 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 transferee or assigning to any of the Applicants. For greater certainty, the Monitor and the Applicants shall not recognize partial transfers or assignments of Affected Landlord Claims, under any provision of this Order or the Plan.

39. THIS COURT ORDERS that, subject to any restrictions contained in Applicable Laws or any contractual arrangement with any of the Applicants, an Affected Landlord Creditor may transfer or assign the whole of its an Affected Landlord Claim after the Creditors’ Meeting provided that neither the Applicants nor the Monitor shall be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Landlord Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment and such other documentation as the Applicants and the Monitor may reasonably require, has been received and acknowledged by the Applicants and the Monitor at least five (5) Business Days before the Plan Implementation Date, or such other date as the Applicants and the Monitor may agree, failing which the original transferor shall have all applicable rights as the “Affected Landlord Creditor” with respect to such Affected Landlord Claim as if no transfer of the Affected Landlord Claim had occurred. After the

receipt and acknowledgement by the Applicants and the Monitor of satisfactory evidence of such transfer or assignment, such transferee or assignee shall constitute the Affected Landlord Creditor in respect of the transferred or assigned Affected Landlord Claim and shall be bound by notices given and steps taken in respect of such Affected Landlord Claim.

DISPUTED VOTING CLAIMS

40. THIS COURT ORDERS that, in the event that an Affected Landlord Creditor holds an Affected Landlord Claim that is a Disputed Voting Claim as at the date of the Creditors' Meeting, such Affected Landlord Creditor may attend the Creditors' Meeting and such Disputed Voting Claim may be voted at the Creditors' Meeting by such Affected Landlord Creditor (or its duly appointed proxyholder) in accordance with the provisions of this Order, without prejudice to the rights of the Applicants, the Monitor or the holder of the Disputed Voting Claim with respect to the final determination of the Affected Landlord Claim for distribution purposes, and such vote shall be separately tabulated as provided herein, provided that votes cast in respect of any Disputed Voting Claim shall not be counted for any purpose, unless, until and only to the extent that such Disputed Voting Claim is finally determined to be a Voting Claim.

SANCTION HEARING

41. THIS COURT ORDERS that, if the Plan has been approved by the Required Majorities of the Affected Landlord Creditors Class at the Creditors' Meeting, the Applicants are authorized to bring a motion seeking the Sanction Order on September 20, 2021, or such other date as may be set by the Court.
42. THIS COURT ORDERS that the posting of this Order on the Monitor's Website, the sending of the Notice of Meeting pursuant to paragraphs 10 and 11 hereof, and the service

of a copy of this Order on the parties on the Service List shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service, and no other form of service or notice need be made on such Persons in respect of the Sanction Hearing.

43. THIS COURT ORDERS that any Person (other than the Applicants, the Monitor, and the Affected Landlord Creditors) wishing to receive materials and appear at the Sanction Hearing shall serve upon the lawyers for each of the Applicants, the Monitor and all other parties on the Service List and file with this Court a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on the date that is at least seven (7) days before the date set for the Sanction Hearing, or such other date determined by the Monitor in consultation with the Applicants.
44. THIS COURT ORDERS that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants and the Monitor and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is at least seven (7) days before the date set for the Sanction Hearing, or such later date as may be determined by the Monitor in consultation with the Applicants.
45. THIS COURT ORDERS that the Applicants are authorized to adjourn the Sanction Hearing, and if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 43 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

EXTENSION OF THE STAY PERIOD

46. THIS COURT ORDERS that the Stay Period (as defined in the Amended and Restated Initial Order) be and is hereby extended until and including September 30, 2021.

GENERAL

47. THIS COURT ORDERS that the Applicants and the Monitor may, in their discretion, generally or in individual circumstances, waive the time limits imposed on any Affected Landlord Creditor under this Order if the Applicants and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Affected Landlord Creditors must comply with the terms of this Order.
48. THIS COURT ORDERS that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, fax or hand-delivery addressed to:

Alvarez & Marsal Canada Inc., Court-appointed Monitor of Yatsen Group of Companies Inc., SAR Real Estate Inc. and the companies listed in Schedule "A"

Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J5

Attention: Alan J. Hutchens
Email: yatsengroup@alvarezandmarsal.com

With a copy (which shall not constitute notice) to the Monitor's counsel:

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
100 King Street West, Suite 6200
Toronto, ON M5X 1B8

Attention: Tracy Sandler / Dave Rosenblat
Email: tsandler@osler.com / drosenblat@osler.com

And a copy (which shall not constitute notice) to the Applicants' counsel:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: L. Joseph Latham / Caroline Descours
Email: jlatham@goodmans.ca / cdescours@goodmans.ca

49. THIS COURT ORDERS that, notwithstanding any provision herein to the contrary, the Monitor and the Applicants shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Proxies).
50. THIS COURT ORDERS that, if any deadline set out in this Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.
51. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order, or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.
52. THIS COURT ORDERS that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

RECOGNITION

53. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or in any other foreign jurisdiction, 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.
54. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order, and for assistance in carrying out the terms of this Order, including, without limitation, the Monitor in its capacity as the foreign representative of the Applicants and of the within proceedings in the United States pursuant to Chapter 15 of the U.S. Bankruptcy Code.



SCHEDULE “A”

1. HEAP Japanese Food Inc.
2. KB Wisconsin Food Inc.
3. MT Security Square Food Inc.
4. SAR Buckland Food Inc.
5. SAR Coastland Food Inc.
6. SAR Coventry Food Inc.
7. SAR Dulles Expo Center Inc.
8. SAR First Colony Food Inc.
9. SAR Glenbrook Food Inc.
10. SAR Greenbrier Food Inc.
11. SAR Laurel Food Inc.
12. SAR Lloyd Food Inc.
13. SAR Oglethorpe Food Inc.
14. SAR Orange Park Food Inc.
15. SAR Oviedo Food Inc.
16. SAR Park Place Food Inc.
17. SAR Plymouth Food Inc.
18. SAR Ramsey Food Inc.
19. SAR Santa Rosa Food Inc.
20. SAR Security Square Food Inc.
21. SAR St. Charles Food Inc.
22. SAR Stafford Food Inc.
23. SAR Superstition Springs Food Inc.
24. SAR Tanforan Food Inc.
25. SAR Valley Plaza Food Inc.

26. SAR Westgate Massachusetts Food Inc.

27. SAR Willowbrook Food Inc.

28. SJ Arsenal Inc.

29. SJ Boynton Inc.

30. SJ Fox Run Inc.

31. SJ Lenox Food Inc.

32. SJ Macon Food Inc.

33. SJ Rosspark Food Inc.

34. SJ Savannah Food Inc.

35. SJ South Hills Food Inc.

SCHEDULE “B”

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 YATSEN GROUP OF COMPANIES INC., SAR REAL ESTATE INC. AND THE COMPANIES LISTED IN SCHEDULE “A”

(the “Applicants”)

NOTICE OF MEETING OF CREDITORS OF THE APPLICANTS

NOTICE IS HEREBY GIVEN that the meeting of creditors (the “**Creditors’ Meeting**”) of the Applicants entitled to vote on a plan of compromise and arrangement (the “**Plan**”) proposed by the Applicants under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) will be held for the following purposes:

- (1) to consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and
- (2) to transact such other business as may properly come before the Creditors’ Meeting or any adjournment thereof.

The Creditors’ Meeting is being held pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 4, 2021 (the “**Meeting Order**”).

NOTICE IS ALSO HEREBY GIVEN that the Meeting Order establishes the procedures for the Applicants to call, hold and conduct the Creditors’ Meeting of the holders of Claims against the Applicants to consider and pass resolutions, if thought advisable, approving the Plan and to transact such other business as may be properly brought before the Creditors’ Meeting. For the purpose of voting on and receiving distributions pursuant to the Plan, the holders of Claims against the Applicants will be grouped into one class: the Affected Landlord Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that the Creditors’ Meeting will be held at the following date, time and location:

Date: September 9, 2021

Time 10:00 a.m.

Location: [\[LINK\]](#)

Personal Meeting Identifier: ●

Subject to paragraph 17 of the Meeting Order, only those creditors with Voting Claims or Disputed Voting Claims (each such creditor, an “**Eligible Voting Creditor**”) will be eligible to attend the Creditors’ Meeting and vote on a resolution to approve the Plan.

The votes of Affected Landlord Creditors holding Disputed Voting Claims will be separately tabulated and Disputed Voting Claims will not be counted unless, until and only to the extent that any such Disputed Voting Claim is finally determined to be a Voting Claim. A holder of an Unaffected Claim shall not be entitled to attend or vote at the Creditors’ Meeting in respect of such Unaffected Claim.

Any Eligible Voting Creditor who is unable to attend the Creditors’ Meeting may vote by proxy, subject to the terms of the Meeting Order. Any Eligible Voting Creditor who is not an individual may only attend and vote at the Creditors’ Meeting if a proxyholder has been appointed to act on its behalf at the Creditors’ Meeting.

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at the Creditors’ Meeting by the Required Majorities of the Affected Landlord Creditors Class, the Applicants intend to make an application to the Court seeking an order sanctioning the Plan pursuant to the CCAA (the “**Sanction Order**”). Any person wishing to oppose the application for the Sanction Order must serve a copy of the materials to be used to oppose the application and setting out the basis for such opposition upon the lawyers for the Applicants and the Monitor as well as those parties listed on the Service List posted on the Monitor’s Website. Such materials must be served **by not later than 5:00pm (Toronto time) on ●, 2021**, or such other date determined by the Monitor in consultation with the Applicants.

NOTICE IS ALSO HEREBY GIVEN that in order for the Plan to become effective:

1. the Plan must be approved by the Required Majorities of Affected Landlord Creditors voting on the Plan in accordance with the terms of the Meeting Order;
2. the Plan must be sanctioned by the Court; and
3. the conditions to implementation and effectiveness of the Plan as set out in the Plan must be satisfied or waived pursuant to the terms of the Plan, as applicable.

Additional copies of the Information Package and the Plan may be obtained from the Monitor’s Website at <https://www.alvarezandmarsal.com/YatsenGroup> or by contacting the Monitor by telephone at 1-888-447-5187 (toll free) or by email at yatsengroup@alvarezandmarsal.com.

All capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Meeting Order or the Plan.

DATED at Toronto, Ontario, this ____ day of _____, 2021.

SCHEDULE “C”

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 YATSEN GROUP OF COMPANIES
INC., SAR REAL ESTATE INC. AND THE COMPANIES
LISTED IN SCHEDULE “A”

AFFECTED LANDLORD CREDITORS PROXY

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants (as may be amended, restated, modified or supplemented from time to time, the “**Plan**”) filed pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) with the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

VOTING BY PROXY

This Proxy may only be filed by Affected Landlord Creditors with Affected Landlord Claims (each, an “**Eligible Voting Creditor**”).

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all Proxies previously given and nominates, constitutes, and appoints:

● of Alvarez & Marsal Canada Inc., in its
capacity as Monitor, or a person appointed by ●

or, instead of the foregoing, _____, or such other Person as he/she, in his/her sole discretion, may designate to attend on behalf of and act for the Eligible Voting Creditor at the Creditors’ Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such meeting, and to vote the amount of the Eligible Voting Creditor’s claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Claims Procedure Order and the Meeting Order as follows:

To be completed by an Eligible Voting Creditor:

1. (mark one only):

☐ Vote **FOR** approval of the Plan; or

☐ Vote **AGAINST** approval of the Plan.

If this Proxy is submitted and a box is not marked as a vote for or against approval of the Plan, this Proxy shall be voted **FOR** approval of the Plan.

- and -

2. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Creditors' Meeting or any adjournment, postponement or other rescheduling of such meeting.

The Monitor may waive strict compliance with the time limit imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the Applicants.

[Remainder of page intentionally left blank]

Dated this _____ day of _____, 2021.

Print Name of Eligible Voting Creditor

Title of the authorized signing officer of the corporation, partnership or trust, if applicable

Signature of Eligible Voting Creditor or, if the Eligible Voting Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust

Telephone number of Eligible Voting Creditor or authorized signing officer

Mailing Address of Eligible Voting Creditor

E-mail address of Eligible Voting Creditor or authorized signing officer

Print Name of Witness, if Eligible Voting Creditor is an individual

Signature of Witness, if Eligible Voting Creditor is an individual

SCHEDULE “D”

FORM OF PLAN RESOLUTION

BE IT RESOLVED THAT:

1. The Plan of Compromise and Arrangement of Yatsen Group of Companies Inc., SAR Real Estate Inc. and the companies listed in Schedule “A” hereto (collectively, the “**Applicants**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) dated ●, 2021 (the “**Plan**”), which Plan has been presented to this meeting and which is substantially in the form attached as Exhibit “A” to the Affidavit of Joseph McCullagh sworn July 29, 2021 (as such Plan may be amended, restated, modified and/or supplemented as provided for in the Plan), be and it is hereby accepted, approved, agreed to and authorized; and
2. Any one director or officer of each of the Applicants be and is hereby authorized and directed, subject to Court approval of the Plan, for and on behalf of the Applicants (whether under its respective corporate seal or otherwise), to execute and deliver, or cause to be executed and delivered, any and all documents and instruments and to take or cause to be taken such other actions as they may deem necessary or desirable to implement this resolution and the matters authorized hereby, including the transactions required by the Plan, such determination to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such actions.

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

Court File No.: CV-21-00655505-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
YATSEN GROUP OF COMPANIES INC., SAR REAL ESTATE INC. AND THE
COMPANIES LISTED IN SCHEDULE "A"**

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MEETING ORDER

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