

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
)
REGIONAL SENIOR JUSTICE)
)
MORAWETZ)
)
FRIDAY, THE 30th
DAY OF OCTOBER, 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 TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP.,
TARGET CANADA PHARMACY (ONTARIO) CORP.,
TARGET CANADA PHARMACY CORP., TARGET
CANADA PHARMACY (SK) CORP., and TARGET
CANADA PROPERTY LLC (collectively the "Applicants")**

ORDER

(Amending the Claims Procedure Order and Certain Related Relief)

THIS MOTION, made by Alvarez & Marsal Canada Inc. in its capacity as Monitor ("Monitor") in the within proceedings, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36 , as amended, for an order amending the Notice of Objections Bar Date as defined in the Claims Procedure Order issued by Regional Senior Justice Morawetz on June 11, 2015 (the "**Claims Procedure Order**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON HEARING the submissions of counsel for Alvarez & Marsal Canada Inc., in its capacity as Monitor, counsel for the Applicants, and counsel for Royal Bank of Canada, no one else appearing although duly served as appears from the Affidavit of Service of Jesse Mighton sworn October 27, 2015.

1. THIS COURT ORDERS that the time for service of the Monitor's Motion Record and the Notice of Motion therein 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 capitalized terms used but not defined herein have the meaning given to them in the Claims Procedure Order.
3. THIS COURT ORDERS that paragraph 31 of the Claims Procedure Order be and is hereby deleted in its entirety and replaced with the following:

31. If the Monitor intends to revise or reject a Claim, 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 December 15, 2015, unless otherwise ordered by this Court on application by the Monitor.

4. THIS COURT ORDERS that subparagraph 32(a) of the Claims Procedure Order be and is hereby deleted in its entirety and replaced with the following:

32(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 other date as may be agreed to by the Monitor in writing; provided that, notwithstanding any other provision of this Order, solely for any Notice of Revision or Disallowance deemed to be received by a Claimant in accordance with this Order between November 25, 2015 and December 15, 2015, a Claimant who intends to dispute such Notice of Revision or Disallowance shall have no later than 38 days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance to

deliver to the Monitor a completed Notice of Dispute of Revision or Disallowance, along with the reasons for the dispute; and

5. THIS COURT ORDERS that the posting of this Order on the Monitor's Website shall constitute good and sufficient delivery of notice of the amendment to the Claims Procedure Order on all Persons who may be entitled to receive notice and no other service need be given or made in respect of the Claims Procedure Order or this Order.

6. THIS COURT ORDERS the following with respect to the Consultative Committee:
 - (a) the Applicants are hereby authorized and directed to pay members of the Consultative Committee \$5,000 plus HST per month for each of October and November, 2015, subject to further arrangements on further order of the Court;

 - (b) no member of the Consultative Committee, as a result of his or her participation in the Consultative Committee, shall owe a duty to any party other than such member's existing clients and participation as a member of the Consultative Committee shall not:
 - (i) give rise to any duty or solicitor and client or fiduciary relationship between any member and any party other than such member's existing clients;

 - (ii) in any way prevent or limit a member or the client of any member from pursuing any rights or remedies of such client, including, without limitation, exercising (or omitting to exercise) or seeking (or omitting to seek) to enforce or protect any of its rights as a stakeholder in the CCAA Proceedings as such stakeholders may deem appropriate;

 - (iii) limit or interfere with the member's representation of his or her clients in any way; or

- (iv) provide any authority for any member to bind any party without such party's consent;
- (c) no member of the Consultative Committee shall incur any liability to any party arising solely from such member's participation on the Consultative Committee or as a result of any suggestion or feedback such member may provide to the Monitor, the Target Canada Entities or Target Corporation;
- (d) without the consent of each member of the Consultative Committee and the Monitor:
 - (i) the Monitor and the Consultative Committee members will not discuss with or disclose the content of their discussions in Consultative Committee meetings with any party including the media, the Target Canada Entities or Target Corporation; and
 - (ii) and without the consent of the Target Canada Entities or Target Corporation, as applicable, a Consultative Committee member will not provide to any party any documents or other information or data provided to him or her by the Monitor, the Target Canada Entities or Target Corporation that is confidential in nature, at least until such time as such documents or other information or data becomes publicly disclosed by the Monitor, the Target Canada Entities or Target Corporation;(such discussions, documents and other information, collectively, the "**Confidential Information**"); and
- (e) notwithstanding the foregoing:
 - (i) any Consultative Committee member may disclose Confidential Information to his or her respective clients provided that such member advises such clients that the Confidential Information must be kept

confidential by them and such client agrees to keep the Confidential Information confidential;

- (ii) a Consultative Committee member, however, shall not be entitled to disclose Confidential Information to any party, including any client of the member or the member's firm, that is in the business of acquiring claims in insolvency proceedings or other distressed situations or any other party the member is aware may seek to acquire claims of creditors in the CCAA Proceedings; and
- (iii) a Consultative Committee member shall continue to be bound by these obligations of confidentiality, notwithstanding the resignation of such member from the Consultative Committee.



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

 OCT 30 2015

