

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR.

JUSTICE HAINEY

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WEDNESDAY, THE 16<sup>TH</sup>

DAY OF SEPTEMBER, 2020



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 957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL CORP. IN RESPECT OF METRO 360 GENERAL PARTNERSHIP

Applicants

CLAIMS PROCEDURE ORDER

THIS MOTION, made by 957855 Alberta Ltd. (formerly NewsWest Inc.) (“**Alberta HoldCo**”) and Rosebud Creek Financial Corp. (“**Rosebud HoldCo**” and, together with Alberta HoldCo, the “**Applicants**”), being the partners of the Metro 360 General Partnership (“**Metro 360**” and, together with the Applicants, the “**CCAA Entities**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), was heard this day via videoconference at Toronto, Ontario.

ON READING the affidavit of Daniel P. Shapiro sworn September 9, 2020, including the exhibits thereto and the First Report of KSV Restructuring Inc.,<sup>1</sup> in its capacity as monitor of the Applicants (the "Monitor"), dated September 9, 2020, and on hearing the submissions of counsel for the CCAA Entities, 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 Harnes sworn September 9, 2020:

### SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time and method for service and notice of this Motion is hereby abridged and validated and this Motion is properly returnable today without further service or notice thereof.

2. **THIS COURT ORDERS** that, for the purposes of this Order (the "Claims Procedure Order"), in addition to terms defined elsewhere herein, 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 reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

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<sup>1</sup> Effective August 31, 2020, the name of KSV Kofman Inc. ("Kofman") was changed to KSV Restructuring Inc. ("Restructuring"). All Kofman mandates are now being performed by Restructuring.

- (b) **“Business Day”** means a day, other than a Saturday or a 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-20-00642783-00CL;
- (d) **“Claim”** means:
  - (i) any right or claim of any Person against the CCAA Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the CCAA Entities in existence on the Filing Date, including any interest thereon or costs payable in respect thereof, 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, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity 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 is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had any of the CCAA Entities become bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim against the CCAA Entities for indemnification by any Director or Officer in respect of

a D&O Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)), in each case, where such monies remain unpaid as of the date hereof (each, a **"Prefiling Claim"**, and collectively, the **"Prefiling Claims"**);

(ii) any right or claim of any Person against the CCAA Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the CCAA Entities to such Person arising out of the restructuring, disclaimer, rescission, termination or breach by the CCAA Entities on or after the Filing Date of any contract, lease or other agreement or arrangement 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 CCAA Entity or any Director or Officer;

- (e) **"Claims Bar Date"** means 5:00 p.m. on October 30, 2020, or such later date as may be ordered by the Court;
- (f) **"Claims Officer"** means the individual(s) designated by the Court pursuant to paragraph 31 of this Claims Procedure Order;
- (g) **"Claims Procedure"** means the procedures outlined in this Claims Procedure Order in connection with the assertion of Claims against the CCAA Entities or the Directors or Officers or any of them, as amended or supplemented by further order of the Court;
- (h) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (i) **"Creditor"** means any Person having or asserting a Claim;
- (j) **"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;
- (k) **"D&O Indemnity Claim"** means any existing or future right of any Director or Officer against any of the CCAA Entities which arose or arises as a result of any

Person filing a D&O Claim for which such Director or Officer is entitled to be indemnified by a CCAA Entity;

- (l) **“D&O Proof of Claim”** means the proof of claim referred to herein to be filed by Creditors in connection with any D&O Claim, substantially in the form attached as Schedule “T” hereto, which shall include all available supporting documentation in respect of such D&O Claim;
- (m) **“Directors”** means all current and former directors (or their estates) of the Applicants, in such capacity, or anyone who may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of the Applicants, and **“Director”** means any one of them;
- (n) **“Disputed Claim”** means a Claim or such portion thereof which is not barred by any provision of this Claims Procedure Order, which has not been allowed as a Claim, which is disputed for voting and/or distribution purposes in accordance with this Claims Procedure Order, and which remains subject to adjudication for voting and/or distribution purposes in accordance with this Claims Procedure Order;
- (o) **“Employee”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of any CCAA Entity, whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;

- (p) **“Employee Claim Package”** means the document package which shall be disseminated by the Monitor to any Terminated Employee in accordance with the terms of this Claims Procedure Order and shall consist of the Termination Claim Statement, a Notice of Dispute form, and such other materials as the Monitor, in consultation with the CCAA Entities, may consider appropriate;
- (q) **“Equity Claim”** has the meaning set forth in Section 2(1) of the CCAA;
- (r) **“Excluded Claim”** means any Claim secured by any of the Charges (as that term is defined in the Initial Order);
- (s) **“Filing Date”** means April 6, 2020;
- (t) **“Initial Order”** means the Initial Order under the CCAA dated June 17, 2020, as amended, restated or varied from time to time;
- (u) **“Intercompany Claim”** means any Claim that may be asserted against any of the CCAA Entities by any affiliated company, partnership, or other corporate entity of any of the CCAA Entities;
- (v) **“Intercompany Claimant”** means a Person asserting an Intercompany Claim;
- (w) **“Instruction Letter”** means the instruction letter to Creditors, in substantially the form attached as Schedule “A” hereto, regarding completion by Creditors of the Proof of Claim and the Notice of Dispute;
- (x) **“Known Creditors”** means any Person known to any of the CCAA Entities as having a potential Claim against any of the CCAA Entities based on the books and records of

the CCAA Entities, including, without limitation, the Intercompany Claimants, any party that commenced a legal proceeding against the CCAA Entities, including the Directors and/or Officers, and any party who has contacted the Monitor during the CCAA Proceedings about amounts that may be owing to them by the CCAA Entities and/or the process in which they may file a claim;

- (y) **“Meeting”** means a meeting of the Creditors of the CCAA Entities or of any one or more of them, called for the purpose of considering and voting in respect of a Plan;
- (z) **“Monitor’s Website”** means <https://www.ksvadvisory.com/insolvency-cases/case/metro360>;
- (aa) **“Notice of Dispute”** means the notice, substantially in the form attached as Schedule “E” hereto, which may be delivered to the Monitor by a Terminated Employee disputing a Termination Claim Statement, with reasons for its dispute;
- (bb) **“Notice of Dispute of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “G” hereto, which may be delivered to the Monitor by a Creditor disputing a Notice of Revision or Disallowance received by such Creditor;
- (cc) **“Notice of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “F” hereto, which may be delivered by the Monitor (a) to a Terminated Employee in respect of a Notice of Dispute delivered by such Terminated Employee to the Monitor pursuant to paragraph 15 hereof, or (b) to a Creditor revising or disallowing, in part or in whole, a Claim submitted by such a Creditor in a Proof of Claim for voting and/or distribution purposes;



- (dd) **"Notice to Creditors"** means the notice to Creditors for publication by the Monitor as described in paragraph 13 herein, substantially in the form attached as Schedule "B" hereto;
- (ee) **"Officers"** means all current and former officers (or their estates) of the CCAA Entities, in such capacity, or anyone who may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the CCAA Entities, and **"Officer"** means any one of them;
- (ff) **"Person"** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;
- (gg) **"Plan"** means a plan of compromise or arrangement or plan of reorganization filed by or in respect of one or more of the CCAA Entities;
- (hh) **"Prefiling Period"** means the period prior to the Filing Date;
- (ii) **"Proof of Claim"** means the proof of claim referred to herein to be filed by any Creditor in respect of any Prefiling Claim and Restructuring Period Claim (other than in respect of any Termination Claim set out in a Termination Claim Statement),

substantially in the form attached as Schedule "C" hereto, which shall include all available supporting documentation in respect of such Claim;

- (jj) **"Proof of Claim Document Package"** means the document package which shall be disseminated by the CCAA Entities or the Monitor in accordance with the terms of this Claims Procedure Order, and shall consist of the Instruction Letter, a Proof of Claim form, a D&O Proof of Claim form, a D&O Claim Instruction Letter, and such other materials as the Monitor, in consultation with the CCAA Entities, may consider appropriate or desirable;
- (kk) **"Restructuring Period"** means the period after the Filing Date, but before the Restructuring Period Claims Bar Date;
- (ll) **"Restructuring Period Claims Bar Date"** means, in respect of a Restructuring Period Claim, 5:00 p.m. on the day that is the later of (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Period Claim or a D&O Claim relating to the Restructuring Period to a Creditor;
- (mm) **"Terminated Employee"** means any Employee of any one of the CCAA Entities on or after the Filing Date who received notice of termination of employment on or after the Filing Date or whose employment with any of the CCAA Entities was otherwise terminated on or after the Filing Date;

- (nn) **“Terminated Employee Claims Bar Date”** means 5:00 p.m. on the day that is the later of (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends an Employee Claims Package;
- (oo) **“Termination Claim”** means the Claim of any Terminated Employee in respect of the termination of such Terminated Employee’s employment, whether under contract, common law, statute or otherwise, including for termination and severance pay, which for the purposes of this Claims Procedure Order will be calculated by the CCAA Entities in consultation with the Monitor and set out in a Termination Claim Statement; and
- (pp) **“Termination Claim Statement”** means the claim statement prepared by the CCAA Entities, in consultation with the Monitor, to be disseminated by the Monitor to all Terminated Employees, which notice shall state the amount of such Terminated Employee’s Termination Claim for voting and distribution purposes, and which notice shall be substantially in the form attached as Schedule “D” hereto.

**GENERAL PROVISIONS**

3. **THIS COURT ORDERS** that all references to time herein shall mean Toronto Time 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.

4. **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.

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

6. **THIS COURT ORDERS** that the Monitor, in consultation with the CCAA Entities and the applicable Directors and Officers in respect of any D&O Claims, is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and the time in which they are submitted, and may, where the Monitor, in consultation with the CCAA Entities and the applicable Directors and Officers in respect of any D&O Claims, is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order, including in respect of the completion, execution and time of delivery of such forms and to request any further documentation from a Creditor that the Monitor, the CCAA Entities and the applicable Directors and Officers in respect of any D&O Claims, may require.

7. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of

Canada daily average exchange rate on the Filing Date, which for the United States dollar is USD\$1:CAD\$1.4127.

8. **THIS COURT ORDERS** that there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.

9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor.

#### **ROLE OF THE MONITOR**

10. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, and any other orders of the Court in the CCAA Proceedings, shall assist the CCAA Entities in the administration of the Claims Procedure provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

11. **THIS COURT ORDERS** that the Monitor shall (i) have all protections afforded to it by the CCAA, this Claims Procedure Order, the Initial Order, any Orders of the Court in these proceedings and other applicable law in connection with its activities in respect of this Claims Procedure Order, including the stay of proceedings in its favour provided pursuant to the Initial Order; (ii) incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, other than in respect of gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the CCAA Entities and any information provided by the CCAA 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 Claims Procedure Order from the CCAA Entities.

12. **THIS COURT ORDERS** that the CCAA Entities, the Officers, the Directors and their respective employees, agents and representatives and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

#### **NOTICE TO CREDITORS**

13. **THIS COURT ORDERS** that:

- (a) the CCAA Entities shall, as soon as practicable, but no later than ten (10) Business Days following the granting of the Claims Procedure Order, cause an Employee Claim Package to be sent to every Terminated Employee, as evidenced by the books and records of the CCAA Entities, at their respective last known municipal or e-mail address as recorded in the CCAA Entities' books and records;
- (b) the CCAA Entities shall, as soon as practicable, but no later than ten (10) Business Days following the granting of the Claims Procedure Order, cause a Proof of Claim Document Package to be sent to every Known Creditor, as evidenced by the books and records of the CCAA Entities, at their respective last known municipal or e-mail address as recorded in the CCAA Entities' books and records;
- (c) the Monitor shall cause the Notice to Creditors 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 Claims Procedure Order;

- (d) the Monitor shall post a copy of the Notice to Creditors, this Claims Procedure Order, and a Proof of Claim Document Package on the Monitor's Website as soon as practicable after the date of this Claims Procedure Order;
- (e) the CCAA Entities or the Monitor, as applicable, shall deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material in writing;
- (f) upon the termination of any Employee following the date on which the Employee Claim Packages are distributed in accordance with paragraph 13(a) of this Claims Procedure Order (such Employee upon their employment being terminated becoming a Terminated Employee), the CCAA Entities, or the Monitor upon becoming aware of any such termination, shall, either concurrent with such Employee's termination or as soon as possible thereafter, deliver an Employee Claim Package to such Employee. For greater certainty, any Employee Claim Package delivered pursuant to this paragraph 13(f) shall include a Termination Claim Statement; and
- (g) any notices of disclaimer or resiliation delivered to Creditors by any of the CCAA Entities or the Monitor after the date of this Claims Procedure Order shall be accompanied by a Proof of Claim Document Package and the CCAA Entities or the Monitor shall, upon becoming aware of any other circumstance giving rise to a Restructuring Period Claim, send a Proof of Claim Document Package to such Creditor or may direct such Creditor to the applicable documents posted on the Monitor's Website in respect of such a Restructuring Period Claim.

14. **THIS COURT ORDERS** that the sending of the Employee Claim Package and the Proof of Claim Document Package to the applicable Persons as described above, and the publication of the Notice to Creditors, each in accordance with this Claims Procedure Order, and the completion of the other requirements of this Claims Procedure Order, shall constitute good and sufficient service and delivery of notice of this Claims Procedure 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 Claims Procedure Order.

#### **CLAIMS PROCESS FOR TERMINATED EMPLOYEES**

15. **THIS COURT ORDERS** that, if a Terminated Employee wishes to dispute the amount and/or nature of the Termination Claim set forth in the Termination Claim Statement delivered to such Terminated Employee or to assert an additional Claim in relation to the CCAA Entities other than the Termination Claim set forth in the Termination Claim Statement, the Terminated Employee shall deliver a Notice of Dispute to the Monitor so that it is actually received by the Monitor by no later than the Terminated Employee Claims Bar Date. Such Terminated Employee shall specify in the Notice of Dispute the details of the dispute with respect to the Termination Claim set forth in the Termination Claim Statement or the additional Claim, as applicable.

16. **THIS COURT ORDERS** that if a Terminated Employee does not deliver to the Monitor a completed Notice of Dispute such that it is received by the Monitor by the Terminated Employee Claims Bar Date disputing the Termination Claim as set out in the Termination Claim



Statement, then such Terminated Employee shall be deemed to have accepted the valuation and/or nature of the Termination Claim as set forth in the Termination Claim Statement.

17. **THIS COURT ORDERS** that if, after the date on which a Termination Claim Statement is initially delivered to a Terminated Employee, the Monitor, in consultation with the CCAA Entities, determines that it is appropriate to change the amount or nature of the Termination Claim set forth in such Termination Claim Statement, the Monitor shall cause an amended Termination Claim Statement (an "**Amended Termination Claim Statement**") to be delivered to such Terminated Employee, which Amended Termination Claim Statement and the revised Termination Claim specified therein shall thereafter supersede any previous Termination Claim Statement delivered to such Terminated Employee. If the Terminated Employee wishes to dispute the amount and/or nature of the Termination Claim set forth in the Amended Termination Claim Statement, such Terminated Employee shall be required to deliver a Notice of Dispute so that it is actually received by the Monitor on or before the later of (i) the Terminated Employee Claims Bar Date and (ii) thirty (30) days after the date on which the Amended Termination Claim Statement is deemed to be delivered to the Terminated Employee.

18. **THIS COURT ORDERS** that any Terminated Employee that does not deliver a Notice of Dispute in respect of a Termination Claim Statement or an Amended Termination Claim Statement, if applicable, pursuant to paragraphs 16 and 17, as applicable, shall be forever barred from disputing the amount or nature of the Termination Claim set forth in the Termination Claim Statement or Amended Termination Claim Statement, as applicable, and any Claim of a different classification or nature or in excess of the amount specified in the Termination Claim Statement or Amended Termination Claim Statement, as applicable, shall be forever barred and extinguished.

**PROOFS OF CLAIM**

**A. Prefiling Claims and D&O Claims**

19. **THIS COURT ORDERS** that any Creditor (other than a Terminated Employee in respect of the Termination Claim as set out in a Termination Claim Statement) that intends to assert a Prefiling Claim or a D&O Claim relating to the Prefiling Period shall file a Proof of Claim or a D&O Proof of Claim, including supporting documentation, as applicable, with the Monitor so that it is actually received by the Monitor on or before the Claims Bar Date.

**B. Restructuring Period Claims**

20. **THIS COURT ORDERS** that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the CCAA Entities or the Monitor shall send a Proof of Claim Document Package to the Creditor in respect of such Restructuring Period Claim in the manner provided for herein.

21. **THIS COURT ORDERS** that any Creditor that intends to assert a Restructuring Period Claim or a D&O Claim relating to the Restructuring Period 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.

**C. D&O Indemnity Claims**

22. **THIS COURT ORDERS** that to the extent that any D&O Claim is filed in accordance with this Claims Procedure, a corresponding D&O Indemnity Claim shall be deemed to have been timely filed in respect of each D&O Claim. For the avoidance of doubt, Directors and

Officers shall not be required to take any action or to file any Proof of Claim in respect of such D&O Indemnity Claim.

**CLAIMS BARRED**

23. **THIS COURT ORDERS** that any Creditor (other than a Terminated Employee in respect of the Termination Claim as set out in a Termination Claim Statement) that does not deliver a Proof of Claim or D&O Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable:

- (a) shall not be entitled to attend or vote at a Meeting in respect of such Claim;
- (b) shall not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise;
- (c) shall not be entitled to any further notice in the CCAA Proceedings (unless it has otherwise sought to be included on the service list); and
- (d) shall be and is hereby forever barred from making or enforcing such Claim against the CCAA Entities, or the Directors or Officers or any of them, and such Claim shall be and is hereby extinguished without any further act or notification.

For greater certainty, this paragraph shall not apply to Excluded Claims and the rights of any Person (including the CCAA Entities, the Directors and Officers) with respect to Excluded Claims are expressly reserved.

## ADJUDICATION AND RESOLUTION

24. **THIS COURT ORDERS** that the Monitor, in consultation with the CCAA Entities, shall review all Notices of Dispute, Proofs of Claim and D&O Proofs of Claim received on or before the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or reject each Claim set out therein for voting and/or distribution purposes. With respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor shall, in consultation with the CCAA Entities and the applicable Directors and Officers named in respect of such D&O Claim, accept, revise or reject such D&O Claim, provided that the Monitor shall not accept or revise any portion of a D&O Claim absent consent of the applicable Directors and Officers or further Order of the Court.

25. **THIS COURT ORDERS** that if the Monitor disagrees with the classification, amount and/or nature of the Claim as set out in any Notice of Dispute, Proof of Claim or D&O Proof of Claim filed in accordance with this Claims Procedure Order, the Monitor shall, in consultation with the CCAA Entities and the applicable Directors and Officers, attempt to resolve such dispute and settle the purported Claim with the Creditor for voting and/or distribution purposes.

26. **THIS COURT ORDERS** that if the Monitor intends to revise or reject a Claim set out in any Notice of Dispute, Proof of Claim or D&O Proof of Claim that has been filed in accordance with this Claims Procedure Order, the Monitor shall notify the Creditor who has delivered such Notice of Dispute, Proof of Claim or D&O Proof of Claim, as applicable, that such Claim has been revised or rejected for voting and/or distribution purposes and the reasons therefor, by sending a Notice of Revision or Disallowance. The Monitor, in consultation with the CCAA Entities, may allow a Claim for voting purposes and may revise or disallow the Claim for distribution purposes provided that it does so in the Notice of Revision or Disallowance.

27. **THIS COURT ORDERS** that any Creditor who intends to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 26 above shall deliver a completed Notice of Dispute of Revision or Disallowance, which specifies whether it disputes the determination of its Claim for voting and/or distribution purposes, as applicable, and provides the reasons for its dispute, to the Monitor such that it is received by the Monitor by no later than twenty-one (21) days after the date on which the Creditor is deemed to receive the Notice of Revision or Disallowance. A Creditor may accept a determination of a Claim for voting purposes as set out in the Notice of Revision or Disallowance and may dispute the determination of the Claim for distribution purposes, provided that it does so in its Notice of Dispute of Revision or Disallowance and such Notice of Dispute of Revision or Disallowance is received by the Monitor in accordance with this paragraph 27. A determination of a Claim for voting purposes does not in any way affect and is without prejudice to the process to determine such Claim for distribution purposes.

28. **THIS COURT ORDERS** that, where a Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 26 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 27 above, then such Creditors' Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Creditors' rights to dispute the Claim as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claim other than as determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

29. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute of Revision or Disallowance in respect of a Claim, the Monitor, in consultation with the CCAA Entities (including, without limitation, by providing the CCAA entities and/or their counsel with copies of all Notices of Dispute of Revision or Disallowance received), shall attempt to resolve such dispute and settle the

purported Claim with the Creditor, 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 CCAA Entities and the applicable Directors and Officers in respect of any D&O Claim, the Monitor shall, at its election, refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer for adjudication.

30. **THIS COURT ORDERS** that the Monitor, in consultation with the CCAA Entities and the applicable Directors and Officers in respect of any D&O Claim, may refer any Claim to a Claims Officer for adjudication at its election by sending written notice to the applicable parties at any time.

#### **CLAIMS OFFICERS**

31. **THIS COURT ORDERS** that The Honourable Frank Newbould, Q.C., and such other Persons as may be appointed by the Court from time to time on a motion by the CCAA Entities or the Monitor, be and are hereby appointed as the Claims Officers for the Claims Procedure.

32. **THIS COURT ORDERS** that the decision as to whether a Disputed Claim should be adjudicated by a Claims Officer shall be in the sole discretion of the Monitor.

33. **THIS COURT ORDERS** that a Claims Officer shall determine the classification, amount and/or nature of Disputed Claims in accordance with this Claims Procedure 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 mediate any dispute that is

referred to such Claims Officer at its election. A Claims Officer shall also have the discretion to determine by whom and to what extent the costs of any hearing or mediation before a Claims Officer shall be paid.

34. **THIS COURT ORDERS** that the Monitor, the Creditor, the CCAA Entities and/or the applicable Directors and Officers in respect of any D&O Claim may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the classification, amount and/or nature of a Creditor's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 33 or otherwise to the Court by filing a notice of appeal, and the appeal shall, subject to the availability of the Court, be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

35. **THIS COURT ORDERS** that if no party appeals the determination of the classification, amount and/or nature of a Claim by a Claims Officer within the time set out in paragraph 34 above, the decision of the Claims Officer in determining the classification, amount and/or nature of the Creditor's Claim shall be final and binding upon the CCAA Entities, the applicable Directors and Officers in respect of any D&O Claim, the Monitor and the Creditor, 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.

**SET-OFF**

36. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall affect any right of set-off which the CCAA Entities may have against any Creditor.

**TRANSFER OF CLAIMS**

37. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the CCAA Entities shall be obligated to give notice 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, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the CCAA Entities and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the CCAA Entities may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not 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 CCAA Entities. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

38. **THIS COURT ORDERS** that if a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the CCAA Entities and the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and



such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The CCAA Entities 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 Claim only as a whole and then only to and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such 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 Claim with such Creditor or in accordance with the provisions of this Claims Procedure Order.

#### **SERVICE AND NOTICE**

39. **THIS COURT ORDERS** that the CCAA Entities and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Employee Claim Package, the Proof of Claim Document Package, and any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the CCAA Entities or, where applicable, as set out in such Creditor's Proof of Claim or D&O 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 Canada, and the fifth 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.

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

KSV Restructuring Inc., Court-Appointed CCAA Monitor of 957855  
Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial  
Corp., in respect of Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

41. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Applicants shall serve notice of such amendment on the service list in these proceedings and the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

**GENERAL**

42. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the CCAA Entities of Proofs of Claim and D&O Proofs of Claim, the delivery of Employee Claim Packages and Proof of Claim Document Packages to the applicable Persons as described above, and the filing by any Person of any Notice of Dispute, Proof of Claim and/or D&O Proof of Claim shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under a Plan.

43. **THIS COURT ORDERS** that nothing in this Claims Procedure 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 the CCAA 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 the CCAA Entities; provided, however, that nothing in this Claims Procedure Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Claims Procedure 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 the Person is covered by, the CCAA 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 the CCAA Entities or Director or Officer, as applicable.

44. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of the Plan and, for greater certainty, the treatment of Claims, or any other claims and the classification of Creditors for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of this Court.

45. **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 Claims Procedure Order or for advice and directions concerning the discharge of their respective powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

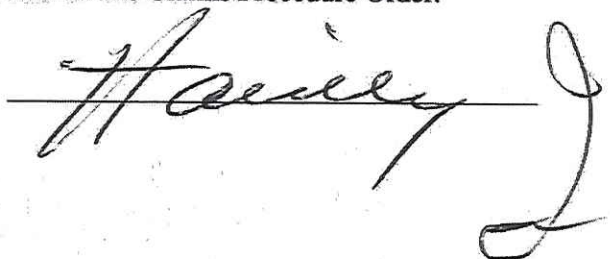
46. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or outside any other foreign jurisdiction, to give effect to this Claims Procedure Order and to assist the CCAA Entities, the Monitor and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

47. **THIS COURT ORDERS** that this Claims Procedure Order and all of its provisions are effective as of 12:01 a.m. (Toronto Time) on the date of this Claims Procedure Order.

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

SEP 17 2020

PER / PAR: 



## SCHEDULE A

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### INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE OF:

**957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., (together, the "Applicants") and Metro 360 General Partnership (together with the Applicants, the "CCAA Entities") and/or the Directors or Officers of the CCAA Entities**

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#### A. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) made on September 16, 2020, (the "**Claims Procedure Order**"), the Court-appointed Monitor of the Applicants, KSV Restructuring Inc. (the "**Monitor**"), has been authorized to assist the CCAA Entities in conducting a claims procedure (the "**Claims Procedure**") with respect to claims against the CCAA Entities and the CCAA Entities' present or former Directors and Officers ("**Directors/Officers**") in accordance with the terms of the Claims Procedure Order.

Unless otherwise defined, all capitalized terms used herein shall have the meanings given to those terms in the Claims Procedure Order.

The Claims Procedure Order governs all Claims related to the CCAA Entities.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure. **The Claims Procedure Order, the Proof of Claim Document Package, additional Proofs of Claim and related materials may be accessed from the Monitor's Website at: <https://www.ksvadvisory.com/insolvency-cases/case/metro360>.**

The Claims Procedure is intended for any Person with any Claims against the CCAA Entities or the Directors/Officers, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim" and "D&O Claim" to which the Claims Procedure applies.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

**B. SUBMITTING A PROOF OF CLAIM**

Unless you are an Employee, if you believe that you have a Claim against the CCAA Entities or the Directors or Officers, you must file a Proof of Claim or a D&O Proof of Claim with the Monitor.

All **Proofs of Claim for Prefiling Claims** (i.e. Claims against the CCAA Entities arising prior to the Filing Date) and all D&O Proofs of Claim relating to the period prior to the Filing Date must be received by the Monitor **before 5:00 p.m. (Toronto Time) on October 30, 2020** (the “**Claims Bar Date**”).

All **Proofs of Claim for Restructuring Period Claims** (i.e. Claims against the CCAA Entities arising on or after the Filing Date) and all D&O Proofs of Claim relating to the period after the Filing Date must be received by the Monitor **before 5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you a Proof of Claim Document Package with respect to a Restructuring Period Claim or a D&O Claim relating to the period after the Filing Date in accordance with the Claims Procedure Order (the “Restructuring Period Claims Bar Date”)**.

**PROOFS OF CLAIM AND D&O PROOFS OF CLAIM CAN BE FILED WITH THE MONITOR BY E-MAILING THEM TO THE ATTENTION OF MURTAZA TALAT AT: mtallat@ksv advisory.com**

**PROOFS OF CLAIM AND D&O PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.**

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on April 6, 2020.

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone number and address indicated above and providing particulars as to your name, address and facsimile number or email mail address. Additional Proofs of Claim and related materials may be accessed from the Monitor’s website at <https://www.ksv advisory.com/insolvency-cases/case/metro360>.

**C. FOR TERMINATED EMPLOYEES**

Any Employee who was employed by a CCAA Entity as at the Filing Date but whose employment has since been terminated (a “**Terminated Employee**”), will receive a Termination Claim Statement specifying the amount and nature of their Termination Claim as determined by the CCAA Entities, in consultation with the Monitor.

Any Terminated Employee who receives a Termination Claim Statement and does not dispute the amount or nature of the Termination Claim stated therein, is not required to take any further action.

Any Terminated Employee who wishes to dispute the amount and/or nature of the Termination Claim as set forth in their Termination Claim Statement or wishes to assert an additional Claim in relation to the CCAA Entities other than the Termination Claim set forth in their

Termination Claim Statement, is required to deliver a Notice of Dispute to the Monitor so that it is received by the Monitor before **5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date, and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you an Employee Claims Package (the "Terminated Employee Claims Bar Date")**.

If a completed Notice of Dispute is not received by the Monitor by the Terminated Employee Claims Bar Date, the Terminated Employee will be forever barred from disputing the amount or nature of the Termination Claim set forth in their Termination Claim Statement and any Claim of a different nature or in excess of the amount specified in the Notice of Claim shall be forever barred and extinguished.

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

KSV Restructuring Inc., solely in its capacity as Court-Appointed CCAA Monitor of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro 360 General Partnership, and not in its personal or corporate capacity.

## SCHEDULE B

**NOTICE TO CREDITORS OF 957855 ALBERTA LTD.  
(FORMERLY NEWSWEST INC.), ROSEBUD CREEK FINANCIAL CORP.  
AND METRO 360 GENERAL PARTNERSHIP**

### RE: NOTICE OF CLAIMS PROCEDURE

PLEASE TAKE NOTICE that on September 16, 2020, the Ontario Superior Court of Justice (Commercial List) (the “Court”) issued an Order (the “Claims Procedure Order”) in the *Companies’ Creditors Arrangement Act* proceedings of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp (together, the “Applicants”) in respect of Metro 360 General Partnership (together with the Applicants, the “CCAA Entities”). Capitalized terms used in this notice and not otherwise defined have the meaning ascribed to them in the Claims Procedure Order. Reference should be made to the Claims Procedure Order for the complete definitions of “Claim”, “Prefiling Claim”, “Restructuring Period Claim” and “D&O Claim” to which the Claims Procedure applies.

The Claims Procedure Order requires that all Persons who assert a Claim against the CCAA Entities, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against the Directors and/or Officers of the CCAA Entities, other than any Terminated Employee in respect of the Termination Claim as set out in any Termination Claim Statement, **must file a Proof of Claim (with respect to Claims against the CCAA Entities) or a D&O Proof of Claim (with respect to D&O Claims) with KSV Restructuring Inc., the Court-appointed Monitor of the Applicants (the “Monitor”),** 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:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

Pursuant to the Claims Procedure Order, the CCAA Entities or the Monitor will send Employee Claim Packages to all Terminated Employees, which Employee Claim Packages will contain a Termination Claim Statement that specifies each Terminated Employee’s Termination Claim as determined by the CCAA Entities, in consultation with the Monitor.



The CCAA Entities or the Monitor will also send a Proof of Claim Document Package (that will include the form of Proof of Claim and D&O Proof of Claim) to any Person claiming to be a Creditor and requesting such material in writing. **Creditors may also obtain the Claims Procedure Order and the Proof of Claim Document Package from the Monitor's Website at <https://www.ksvadvisory.com/insolvency-cases/case/metro360> or by contacting the Monitor at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com).**

**THE CLAIMS BAR DATE**, with respect to all Prefiling Claims and all D&O Proofs of Claim relating to the period prior to the Filing Date, is 5:00 p.m. (Toronto Time) on October 30, 2020, or such later date as may be ordered by the Court. 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.

**FOR TERMINATED EMPLOYEES THAT HAVE RECEIVED A TERMINATION CLAIM STATEMENT**, your Termination Claim will be deemed to be accepted at the amount stated therein for voting and distribution purposes, and you do not need to take any further steps unless you disagree with the amount specified therein. If you wish to dispute the amount and/or nature of your Termination Claim as specified in your Termination Claim Statement or to assert an additional Claim in relation to the CCAA Entities, you must file a Notice of Dispute with the Monitor so that it is received by the Monitor before 5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date, and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you an Employee Claims Package (the "**Terminated Employee Claims Bar Date**"). It is your responsibility to ensure that the Monitor receives your Notice of Dispute by the Terminated Employee Claims Bar Date.

**THE RESTRUCTURING PERIOD CLAIMS BAR DATE**, for Restructuring Period Claims and all D&O Proofs of Claim relating to the period after the Filing Date, is 5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you a Proof of Claim Document Package with respect to a Restructuring Period Claim or a D&O Claim relating to the period after the Filing Date in accordance with the Claims Procedure Order.

**NOTICES OF DISPUTE, PROOFS OF CLAIM AND D&O PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE TERMINATED EMPLOYEE CLAIMS BAR DATE, THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIMS WILL BE FOREVER BARRED AND EXTINGUISHED.**

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

KSV Restructuring Inc., solely in its capacity as Court-Appointed CCAA Monitor of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro 360 General Partnership, and not in its personal or corporate capacity.

**SCHEDULE C**

**PROOF OF CLAIM FOR CLAIMS AGAINST**

**957855 Alberta Ltd. (formerly NewsWest Inc.),  
Rosebud Creek Financial Corp., AND  
Metro 360 General Partnership  
(The "DEBTORS")**

**Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.**

**1A. Original Creditor (the "Creditor")**

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

**1B. Assignee, if claim has been assigned**

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

## 2. Amount of Claim

The Debtor(s) was and still is indebted to the Creditor as follows:

|                                 | Classification of Claim<br>(Prefiling Claim,<br>Restructuring Period<br>Claim) | Applicable Debtor<br>(957855 Alberta Ltd.<br>(formerly NewsWest<br>Inc.), Rosebud Creek<br>Financial Corp., Metro<br>360 General<br>Partnership) | Amount of<br>Claim<br>(CAD)* | Unsecured<br>Claim       | Secured<br>Claim         |
|---------------------------------|--|--|------------------------------|--------------------------|--------------------------|
| 1.                              |  |  | \$                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.                              |  |  | \$                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.                              |  |  | \$                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.                              |  |  | \$                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.                              |  |  | \$                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>TOTAL AMOUNT OF CLAIM(S)</b> |  |  | \$                           |                          |                          |

\*Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate for April 6, 2020.

## 3. 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 any of the Debtors to the Creditor and estimated value of such security.

## 4. Certification

I hereby certify that:

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

|   |  |
|---|--|
| Signature: _____<br><br>Name: _____<br><br>Title: _____ | Witness:<br>_____<br>(signature)<br><br>_____<br>(print) |
| Dated at _____ this _____ day of _____, 2020.           |  |

**5. Filing of Claim**

For **Prefiling Claims**, this Proof of Claim must be received by the Monitor before 5:00 p.m. (Toronto Time) on October 30, 2020 (the "Claims Bar Date").

For **Restructuring Period Claims**, this Proof of Claim must be received by the Monitor before 5:00 p.m. (Toronto Time) on the date that is the later of: (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you a Proof of Claim Document Package with respect to a Restructuring Period Claim (the "Restructuring Period Claims Bar Date").

In both cases, completed forms must be delivered by prepaid ordinary mail, courier, personal delivery or electronic transmission at the following address:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

**FOR GREATER CERTAINTY, PROOFS OF CLAIM CAN BE FILED WITH THE MONITOR BY E-MAILING THEM TO THE ATTENTION OF MURTAZA TALAT AT: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)**

For more information see <https://www.ksvadvisory.com/insolvency-cases/case/metro360> or contact the Monitor at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com).

## SCHEDULE D

|                             |
|-----------------------------|
| TERMINATION CLAIM STATEMENT |
|-----------------------------|

**TO:** [●] (the "Terminated Employee")

**FROM:** Metro 360 General Partnership ("Metro 360")

**CC:** KSV Restructuring Inc.

**RE:** CCAA Proceedings of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp. (the "Applicants"), in respect of Metro 360 (collectively, the "CCAA Entities") (Court File: CV-CV-20-00642783-00CL)

As you know, the Applicants 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 "CCAA Proceedings"). The Initial Order, among other things, (i) converted the Applicants' proceedings commenced under Part III of the *Bankruptcy and Insolvency Act* (Canada) to proceedings under the CCAA, (ii) appointed KSV Restructuring Inc. as monitor of the Applicants to, among other things, oversee the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the "Monitor"), and (iii) extended the CCAA stay of proceedings to Metro 360. A copy of the Initial Order and other information relating to the CCAA Proceedings has been posted to <https://www.ksvadvisory.com/insolvency-cases/case/metro360> (the "Monitor's Website").

The purpose of this Termination Claim Statement is to inform you about your claim in the claims procedure (the "Claims Procedure") approved pursuant to the Claims Procedure Order issued on September 16, 2020 (the "Claims Procedure Order"), a copy of which is available on the Monitor's Website. The Claims Procedure governs the process for the identification and quantification of certain claims against the CCAA Entities and their directors and officers, as applicable. All terms used but not defined in this Termination Claim Statement shall have the meanings ascribed thereto in the Claims Procedure Order. In the event of any inconsistency between the terms of this Termination Claim Statement and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern.

### Claims Procedure

Under the Claims Procedure Order, the CCAA Entities or the Monitor, as applicable, are required to send a notice to each Terminated Employee outlining the quantum of their Termination Claim which is to be allowed for voting and distribution purposes in the Claims Procedure.

This Termination Claim Statement contains the full amount of your Termination Claim against the CCAA Entities which is to be allowed as an accepted Claim for voting and distribution purposes in the Claims Procedure.

Your Termination Claim has been assessed by the CCAA Entities, in consultation with the Monitor, as follows:

|   |    |
|---|----|
| Termination Pay for Lost Wages:                                   | \$ |
| Other Applicable Remuneration (i.e. annual bonus, car allowance): | \$ |
| Unpaid Vacation Pay:  | \$ |
| <b>TOTAL TERMINATION CLAIM:</b>                                   | \$ |

Your Termination Claim has been calculated based on the sum of your Severance Pay Period (as defined below), multiplied by your average hourly wage rate/salary, and also includes any other applicable remuneration, such as vacation pay.

The "Severance Pay Period" is the longest notice period out of those provided by: (1) applicable employment standards legislation; (2) any contractual agreement you may have with any of the CCAA Entities; or (3) common law.<sup>2</sup> For the purposes of determining a Terminated Employee's applicable Severance Pay Period, the CCAA Entities and the Monitor have used the following information:

|   |  |
|---|--|
| Full Legal Name                                 |  |
| Date of Birth                                   |  |
| Employment Status (e.g. part-time or full-time) |  |
| Job Level                                       |  |
| Employment Start Date                           |  |
| Employment End Date                             |  |
| Average Hourly Rate/Salary                      |  |
| Jurisdiction of Employment                      |  |
| Duration of Working Notice (if applicable)      |  |
| Termination Status                              | [Without cause]/[For cause]/[Resigned] |

If you agree with this assessment of your Termination Claim, you need not take any further action.

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

<sup>2</sup> The common law notice period is determined based on a Terminated Employee's position, years of service and age, among other factors.

**Disagreement with Assessment:**

If you disagree with the assessment of the Termination Claim set out in this Termination Claim Statement, you must complete and return to the Monitor a completed Notice of Dispute asserting a claim in a different amount supported by appropriate documentation and/or reasons. A blank Notice of Dispute form is enclosed. The Notice of Dispute with supporting documentation and/or reasons disputing the within assessment of your Termination Claim must be received by the Monitor by 5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date of October 30, 2020, and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you an Employee Claims Package (the "Terminated Employee Claims Bar Date").

If no such Notice of Dispute is received by the Monitor by 5:00 p.m. on the Terminated Employee Claims Bar Date, the amount of your Termination Claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Termination Claim Statement for voting and distribution purposes.

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

KSV Restructuring Inc., Court-Appointed CCAA Monitor of 957855 Alberta Ltd.  
(formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro  
360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario  
M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

If you do not file a Notice of Dispute by the Terminated Employee Claims Bar Date, you will have no further right to dispute the Termination Claim set out in this Termination Claim Statement, 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 (416) 932-6031 or mtallat@ksvadvisory.com.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**KSV RESTRUCTURING INC.**, solely in its capacity as Court-Appointed CCAA Monitor of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro 360 General Partnership, and not in its personal or corporate capacity

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

**SCHEDULE E**

**NOTICE OF DISPUTE FOR TERMINATED EMPLOYEES**

**With respect to 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., and Metro 360 General Partnership**

Capitalized terms not defined herein have the meanings given to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA Proceedings of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro 360 General Partnership, dated September 16, 2020 (the "Claims Procedure Order") or the Termination Claim Statement.

**I. PARTICULARS OF TERMINATED EMPLOYEE**

|                            |  |
|----------------------------|--|
| Full Legal Name:           |  |
| Full Mailing Address       |  |
| Telephone Number           |  |
| E-mail Address             |  |
| Attention (Contact Person) |  |

Have you acquired this Claim by assignment?

Yes:                       No:                       *(if yes, attach documents evidencing assignment)*

If Yes, Full Legal Name of the Terminated Employee(s): \_\_\_\_\_

**II. DISPUTE OF CLAIM SET OUT IN TERMINATION CLAIM STATEMENT**

The Terminated Employee hereby disputes the amount and/or nature of the Termination Claim set out in the Termination Claim Statement and asserts the following Termination Claim:

**Termination Claim: \$** \_\_\_\_\_



**III. REASONS FOR DISPUTE**

Provide full particulars below as to the basis for the dispute of the Termination Claim as set out in the Termination Claim Statement, including the methodology for arriving at your Termination Claim as stated above and why your proposed methodology would more appropriately represent the value of your Termination Claim against the CCAA Entities. Please provide all supporting documentation. If the space provided below is insufficient, please provide all such particulars on a separate schedule.

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|   |                   |
|---|-------------------|
| Signature: _____<br>Name: _____<br>Title: _____ | Witness: _____    |
|   | _____ (signature) |
|   | _____ (print)     |
| Dated at _____ this _____ day of _____, 2020.   |                   |

This Notice of Dispute MUST be delivered to the Monitor at the below address such that it is received by the Monitor by 5:00 p.m. (Toronto Time) on the date that is the later of (i) the Claims Bar Date of October 30, 2020, and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends to you an Employee Claims Package (the "Terminated Employee Claims Bar Date").

KSV Restructuring Inc., Court-Appointed CCAA Monitor of 957855 Alberta Ltd.  
(formerly NewsWest Inc.) and Rosebud Creek Financial Corp. in respect of Metro  
360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario  
M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

If a completed Notice of Dispute is not received by the Monitor by the Terminated Employee Claims Bar Date, the Terminated Employee shall be forever barred from disputing the amount or nature of the Termination Claim set out in the applicable Termination Claim Statement and any Claim of a different classification or nature or in excess of the amount specified in the Termination Claim Statement shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE TERMINATION CLAIM AS SET OUT IN THE TERMINATION CLAIM STATEMENT WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

**SCHEDULE F**

**NOTICE OF REVISION OR DISALLOWANCE**

**With respect to Claims against 957855 Alberta Ltd. (formerly NewsWest Inc.),  
Rosebud Creek Financial Corp., (together, the "Applicants") and  
Metro 360 General Partnership (together with the Applicants, the "CCAA Entities"), and/or  
D&O Claims against the Directors and/or Officers of the CCAA Entities**

Claims Reference Number: \_\_\_\_\_

To: \_\_\_\_\_  
(the "Creditor")

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) dated September 16, 2020 (the "Claims Procedure Order") granted in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*.

Pursuant to the Claims Procedure Order, the Monitor gives you notice that it has reviewed your Notice of Dispute, Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim set out therein for voting and/or distribution purposes. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

|                       | Amount as submitted | Applicable Debtor | Amount allowed by Monitor for voting purposes: | Amount allowed by Monitor for distribution purposes: |
|-----------------------|---------------------|-------------------|--|--|
| A. Unsecured          | \$                  |                   | \$   | \$   |
| B. Secured            | \$                  |                   | \$   | \$   |
| C. D&O Claim          | \$                  |                   | \$   | \$   |
| <b>D. Total Claim</b> | \$                  |                   | \$   | \$   |

**Reasons for Revision or Disallowance:**

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**SERVICE OF NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

If you intend to dispute your Claim specified in this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) on the day that is twenty-one (21) calendar days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email to the following address:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

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: <https://www.ksvadvisory.com/insolvency-cases/case/metro360>.

**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 FOR DISTRIBUTION PURPOSES.**

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**KSV RESTRUCTURING INC.**, solely in its capacity as Court-Appointed CCAA Monitor of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., in respect of Metro 360 General Partnership, and not in its personal or corporate capacity

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

For more information see <https://www.ksvadvisory.com/insolvency-cases/case/metro360>, or contact the Monitor by telephone at (416) 932-6031.

**SCHEDULE G**

**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

**With respect to Claims against 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., (together, the "Applicants") and Metro 360 General Partnership (together with the Applicants, the "CCAA Entities") and/or D&O Claims against the Directors and/or Officers of the CCAA Entities**

Claims Reference Number: \_\_\_\_\_

**1. Particulars of Creditor:**

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

\_\_\_\_\_  
\_\_\_\_\_  
(the "Creditor")

Full Mailing Address of the Creditor:

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

Other Contact Information of the Creditor:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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

Particulars of original Creditor 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 Creditor(s): \_\_\_\_\_

**Dispute of Revision or Disallowance of Claim:**

*Reasons for Dispute (please continue on additional pages if required - note also that you are required to attach to this Notice of Dispute of Revision or Disallowance all relevant supporting documents on which you rely in support of your Claim(s))*

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**Signature of Creditor:**

**Witness:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SERVICE OF NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

In accordance with the Order of the Ontario Superior Court of Justice (Commercial List) dated September 16, 2020 (the "Claims Procedure Order") granted in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, this Notice of Dispute of Revision or Disallowance must be delivered to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email to the following address by no later than 5:00 p.m. on the day that is twenty-one (21) calendar days after the date on which you are deemed to have received the Notice of Revision or Disallowance (in accordance with the Claims Procedure Order):

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

In accordance with the Claims Procedure Order, if you do not deliver a Notice of Dispute of Revision or Disallowance by the prescribed deadline set out in the Claims Procedure Order, your Claim for voting and distribution purposes will be deemed to be as set out in the Notice of Revision or Disallowance, such determination shall be final and binding in all respects, and all of your rights to dispute the Claim as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claim other than as determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

## SCHEDULE H

### INSTRUCTION LETTER FOR COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF 957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.), ROSEBUD CREEK FINANCIAL CORP. AND/OR METRO 360 GENERAL PARTNERSHIP

This instruction letter has been prepared to assist Creditors in filling out the D&O Proof of Claim form for Claims against the Directors and/or Officers of 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp. (the “Applicants”) and/or Metro 360 General Partnership (together with the Applicants, the “CCAA Entities”). If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor’s Website at <https://www.ksvadvisory.com/insolvency-cases/case/metro360> or contact the Monitor, whose contact information is set out below.

The D&O Proof of Claim form is ONLY for Creditors asserting a Claim against any of the Directors and/or Officers of the CCAA Entities, and NOT for claims against the CCAA Entities. For Claims against the CCAA Entities, please use the form titled “Proof of Claim for Claims Against 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., and Metro 360 General Partnership”, which is available on the Monitor’s Website referenced above.

Additional copies of the D&O Proof of Claim form may also be found at the Monitor’s Website.

Please note that this instruction letter is a guide only, and that in the event of any inconsistency between the terms of this instruction letter and the terms of the Claims Procedure Order made on September 16, 2020 (the “Claims Procedure Order”), the terms of the Claims Procedure Order will govern. Capitalized terms used and not otherwise defined have the meaning ascribed to them in the Claims Procedure Order, a copy of which is available on the Monitor’s Website.

#### SECTION 1. DEBTOR

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

#### SECTION 2. A. ORIGINAL CREDITOR

2. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the CCAA Entities’ Directors or Officers.
3. The Creditor shall include any and all D&O Claims that it asserts against the CCAA Entities’ Directors or Officers in a single D&O Proof of Claim.
4. The full legal name of the Creditor must be provided.
5. If the Creditor 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, 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 2. B. ASSIGNEE**

8. If the Creditor 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 CREDITOR**

12. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Creditor in the Amount of Claim column, including interest, if applicable, up to and including April 6, 2020.
13. If necessary, currency will be converted in accordance with the Claims Procedure Order.

**SECTION 4. DOCUMENTATION**

14. 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**

15. The person signing the D&O Proof of Claim should:
  - (a) be the Creditor or an authorized representative of the Creditor;
  - (b) have knowledge of all of the circumstances connected with this Claim;
  - (c) assert the Claim against the Director(s) and/or Officer(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.
16. By signing and submitting the D&O Proof of Claim, the Creditor is asserting the Claim against the Debtor(s) specified therein.

## SECTION 6. FILING OF CLAIM

For D&O Claims relating to the period prior to the Filing Date, the D&O Proof of Claim must be received by the Monitor before 5:00 p.m. (Toronto Time) on October 30, 2020 (the "Claims Bar Date").

For D&O Claims relating to the period after the Filing Date, the D&O Proof of Claim must be received by the Monitor before 5:00 p.m. (Toronto Time) on the date that is the later of: (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends a Proof of Claim Document Package with respect to a D&O Claim relating to the period after the Filing Date in accordance with the Claims Procedure Order (the "Restructuring Period Claims Bar Date").

In both cases, completed forms must be delivered by prepaid ordinary mail, courier, personal delivery or electronic transmission at the following address:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: mtallat@ksvadvisory.com

**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 or the Restructuring Period Claims Bar Date, as applicable, 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 CCAA Entities.**

For more information see <https://www.ksvadvisory.com/insolvency-cases/case/metro360> or contact the Monitor at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com).

**SCHEDULE I**

**PROOF OF CLAIM FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF  
957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.), ROSEBUD CREEK  
FINANCIAL CORP., AND METRO 360 GENERAL PARTNERSHIP**

This form is to be used only by Creditors asserting a claim against any Directors and/or Officers of 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp. and/or Metro 360 General Partnership (the "CCAA Entities") and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim for Claims Against 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., and Metro 360 General Partnership", which is available on the Monitor's Website at <https://www.ksvadvisory.com/insolvency-cases/case/metro360>.

**1A. Original Creditor (the "Creditor")**

|                               |   |
|-------------------------------|---|
| Legal Name of Creditor: _____ | Name of Contact _____                       |
| Address<br>_____<br>_____     | Title _____<br>Phone # _____<br>Fax # _____ |
| City _____ Prov /State _____  | Email _____                                 |
| Postal/Zip Code _____         |   |

**1B. Assignee, if claim has been assigned**

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

**2. Amount of Claim**

| Name(s) of Director(s)<br>and/or Officer(s) | Amount of Claim |
|---|-----------------|
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |

**3. 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.

**4. Certification**

I hereby certify that:

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

**Signature of Creditor:**

**Witness:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

(print)

Name: \_\_\_\_\_

(print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**5. Filing of Claim**

This D&O Proof of Claim must be received by the Monitor **before 5:00 p.m. (Toronto Time) on October 30, 2020** (the “**Claims Bar Date**”), or in the case of a D&O Claim relating to the period after the Filing Date before 5:00 p.m. (Toronto Time) on the date that is the later of: (i) the Claims Bar Date and (ii) thirty-five (35) days after the date on which the CCAA Entities or the Monitor sends a Proof of Claim Document Package with respect to a D&O Claim relating to the period after the Filing Date in accordance with the Claims Procedure Order (the “**Restructuring Period Claims Bar Date**”), as applicable, by prepaid ordinary mail, courier, personal delivery or electronic transmission at the following address:

KSV Restructuring Inc., Court-Appointed CCAA Monitor of  
957855 Alberta Ltd. (formerly NewsWest Inc.) and  
Rosebud Creek Financial Corp., in respect of  
Metro 360 General Partnership  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

Attention: Murtaza Tallat  
Telephone: (416) 932-6031  
E-mail: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

**FOR GREATER CERTAINTY, D&O PROOFS OF CLAIM CAN BE FILED WITH THE MONITOR BY E-MAILING THEM TO THE ATTENTION OF MURTAZA TALAT AT: [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)**

For more information see <https://www.ksvadvisory.com/insolvency-cases/case/metro360> or contact the Monitor at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com).

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 957855  
ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL  
CORP. IN RESPECT OF METRO 360 GENERAL PARTNERSHIP

Court File No. CV-20-00642783-00CL

Applicants

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceeding commenced at Toronto

**CLAIMS PROCEDURE ORDER**

**GOODMANS LLP**  
Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, Canada M5H 2S7

**L. Joseph Latham** LSO#: 32326A  
jlatham@goodmans.ca

**Andrew Harnes** LSO#: 73221A  
aharnes@goodmans.ca

Tel: (416) 979-2211  
Fax: (416) 979-1234

Lawyers for 957855 Alberta Ltd. (formerly  
NewsWest Inc.), Rosebud Creek Financial Corp.,  
and Metro 360 General Partnership