

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR.) FRIDAY, THE 29TH DAY
)
JUSTICE MORAWETZ) OF FEBRUARY, 2008

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 AND ARRANGEMENT
OF SAAN STORES LTD - LES MAGASINS SAAN LTÉE

Applicant

ORDER

(Stay Extension and Claims Procedure)

THIS MOTION, made by SAAN Stores Ltd. – Les Magasins SAAN Ltee (the “**Applicant**”), pursuant to the *Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36*, as amended for an Order, *inter alia*: (a) extending the stay of proceedings until April 28, 2008; (b) approving the activities of Mintz & Partners Limited (the “**Monitor**”), in its capacity as monitor of the Applicant, for the period up to February 27, 2008; and (c) approving a procedure to provide for: (i) the identification, submission and determination of claims against the Applicant; (ii) the publication of notice to creditors; and (iii) the barring of claims not filed, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Third Report of the Monitor dated February 27, 2008 (the “**Third Report**”) and the Affidavit of Myles Martin sworn February 25, 2008, and on hearing submissions of counsel to the Applicant, GMAC Commercial Finance Corporation – Canada (the “**DIP Lender**”), RSM Richter Inc., in its capacity as proposal trustee under the Applicant’s Second Amended Proposal dated April 20, 2005 (the “**Proposal Trustee**”), Plaza Atlantic Limited and the Monitor;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service on any interested party other than those parties served is hereby dispensed with.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period, as defined in the Amended and Restated Initial Order dated December 28, 2007 be and is hereby extended to March 28, 2008.

CLAIM PROCESS

3. **THIS COURT ORDERS** that the procedure set forth on the attached **Schedule “A”** (the “**Claims Procedure**”) be and is hereby approved, the Monitor is authorized and directed to implement the Claims Procedure and all terms used in this Order shall have the meaning assigned by the Claims Procedure.

4. **THIS COURT ORDERS** that nothing in this Order or the Claims Procedure impacts or applies to any claims of the DIP Lender.

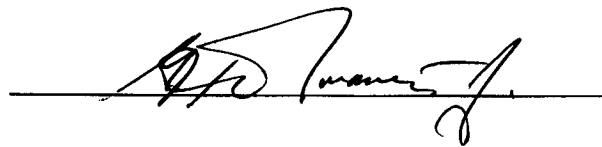
5. **THIS COURT ORDERS** that the calling for claims and the Claims Procedure contemplated in this Order, as may be amended or supplemented by this Court from time to time,

shall be binding and effective in any bankruptcy of the Applicant.

6. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes and that the determination of classes of creditors, if any occurs, for voting and distribution purposes shall be as established in any plan of compromise or arrangement filed by the Applicant or by further order of this Court.

7. **THIS COURT ORDERS** that the Applicant or the Monitor may, from time to time, apply to this Court for directions in the discharge of the Monitor's powers and duties hereunder or in respect of the proper execution of this Order.

8. **THIS COURT ORDERS** that nothing in this Order, including the extension of the Stay Period, shall prejudice the rights of the Proposal Trustee pursuant to the Order of this Court made on January 24, 2008.



Schedule "A"

Claims Procedure

A. Definitions

The following terms shall have the meanings ascribed:

"2005 Proposal" means the Applicant's Second Amended Proposal dated April 20, 2005;

"Affected Claim" means all Claims other than Unaffected Claims;

"Affected Creditor" means all Creditors with Affected Claims

"Applicant" means SAAN Stores Ltd. – Les Magasins SAAN Ltée;

"Business Day" means a day which is not: (a) a Saturday or a Sunday; or (b) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario;

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

"CCAA Proceedings" means the proceedings before the Court in respect of the application by the Applicant commenced pursuant to the CCAA;

"Claim" means any right or claim of any Person against the Applicant, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Applicant, which indebtedness, liability or obligation is in existence at the Commencement Date and which is not a Post-Filing Claim, and any interest that may accrue thereon which there is an obligation to pay, and costs which such Person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, any right of ownership of or title to property or assets or to a trust or deemed trust (statutory or otherwise) against any property or assets, whether or not 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, or 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, based in whole or in part on facts which exist prior to the Commencement Date, together with any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Commencement Date;

"Claims Bar Date" means 5:00 p.m. on April 4, 2008;

“Claims Procedure” means the claims procedure and schedules set out herein and as approved in the Filing Order, as may be amended from time to time;

“Commencement Date” means December 28, 2007;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“Creditor” means any Person having a Claim and, if the context requires, an assignee or transferee of a Claim or a trustee, receiver, receiver manager or other Person acting on behalf of such Person;

“Dollars” or **“\$”** means lawful money of Canada unless otherwise indicated;

“Filing Order” means the Order dated February 29, 2008 establishing, *inter alia*, the procedure for Creditors to prove their Claims;

“Initial Order” means the Amended and Restated Initial Order dated December 28, 2007

“Landlord Claim” means the claim of a landlord arising as a result of the actual or prospective repudiation of a Lease where notice of the repudiation of such Lease was given by the Applicant in accordance with the Initial Order which shall be calculated, in the case of a repudiation, as the Rent payable by an Applicant to such Landlord for the one (1) month following the delivery of the notice of repudiation.

“Lease” means a real property lease or sublease, an offer to lease or sublease of real property, or any other occupancy agreement for real property pursuant to which the Applicant has or had the right to occupy premises, and includes all amendments and supplements thereto;

“Monitor” means Mintz & Partners Limited, as appointed by the Initial Order, and any successor thereto appointed by any further Order;

“Notice to Creditors” means the notice substantially in the form attached hereto as Schedule “A”;

“Notice of Revision or Disallowance” means the notice substantially in the form of Schedule “C”;

“Order” means any order of the Court in connection with the CCAA Proceedings;

“Person” means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;

“Proposal Trustee” means RSM Richter Inc. in its capacity as proposal trustee under the 2005 Proposal;

“Proof of Claim” means the Proof of Claim substantially in the form attached hereto as Schedule “B”;

“Rent” means, in respect of each Lease, the base rent payable per month provided for under such Lease plus any amounts payable under the Lease for utilities, taxes, common area maintenance charges, percentage rent or other additional amounts;

“Secured Creditor” means GMAC Commercial Finance Corporation - Canada;

“Unaffected Claims” means (a) Claims of the Monitor and its counsel, Claims of the Applicant’s counsel and the Claims of the Proposal Trustee and its counsel arising before or after the Commencement Date; (b) Claims of the Secured Creditor; (c) all Claims compromised by the 2005 Proposal; (d) Claims for wages, salary and vacation pay accruing due to employees; and (e) Claims for amounts due for goods or services actually supplied to the Applicant after the Commencement Date; and

“Unaffected Creditor” means any Creditor with an Unaffected Claim.

B. General Provisions

1. Copies of all Proofs of Claim and Notices of Revision or Disallowance, and determinations of Claims by the Court shall be maintained by the Monitor and, subject to further order of the Court, all Creditors will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.
2. For the purposes of this Claims Procedure, all Claims which are denominated in a foreign currency shall be converted to Canadian dollars as at the Commencement Date as provided by subsection 18.6(8) of the CCAA.
3. The Monitor is authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Revision or Disallowance are completed and executed, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of Proofs of Claim or Notices of Revision or Disallowance.
4. Any document to be sent pursuant to this Claims Procedure may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. An Affected Creditor shall be deemed to have received any document sent pursuant to this Claims Procedure five (5) Calendar Days after such document is sent by ordinary mail and registered mail and one Calendar Day after such document is sent by e-mail, courier or facsimile transmission.
5. In the event that any provision of the Claims Procedure is amended by or is contrary to a provision of an Order of the Court made in the CCAA Proceedings, the provision of such Order shall have precedence over the provision of the Claims Procedure.

6. All references to time herein shall mean local time in Toronto, Ontario, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

7. References to the singular herein include the plural, the plural includes the singular and any gender includes the other gender.

C. Schedules

The following Schedules form part of this Claims Procedure:

Schedule "A" - Notice to Creditors (Publication)

Schedule "B" - Proof of Claim

Schedule "C" - Notice of Revision or Disallowance

D. Claims Procedure

1. The Monitor shall send, on or before 11:59 p.m. on **March 7, 2008**, to each known Affected Creditor a Proof of Claim together with a copy of the Claims Procedure and the order approving the Claims Procedure.

2. On or before **March 7, 2008**, the Monitor shall publish the Notice to Creditors substantially in the form attached as **Schedule "A"** hereto, in The Globe & Mail (National Edition).

3. The Monitor shall send to each Affected Creditor responding to the Notice to Creditors a Proof of Claim together with a copy of the Claims Procedure.

4. Each Affected Creditor must return the Proof of Claim to the Monitor by no later than the Claims Bar Date. Proofs of Claim may be delivered by telecopier. The Monitor shall forthwith provide a copy of such Proof of Claim to the Applicant.

5. Any Affected Creditor that does not file a Proof of Claim by the Claims Bar Date: (a) shall not be entitled to attend or vote at any Affected Creditors' Meeting; (b) shall not be entitled to receive any distribution and its Claim shall be forever extinguished and barred; and (c) shall not be entitled to notice of any further matters in the CCAA Proceedings.

6. Unaffected Creditors shall not be required to participate in the Claims Procedure in respect of their Unaffected Claims. The Monitor will not review or consider any Proof of Claim filed in respect of an Unaffected Claim.

7. The Monitor shall review all Proofs of Claim received by the Claims Bar Date and by no later than 11:59 p.m. on **April 21, 2008**, have notified each Creditor who has filed a Proof of

Claim as to whether such Creditor's Claim as set out therein has been revised or rejected, and the reasons therefor, by sending a Notice of Revision or Disallowance substantially in the form attached as **Schedule "C"** hereto. Notices of Revision or Disallowance will be sent to the address set forth on the corresponding Proof of Claim and may be delivered via telecopier or e-mail. Where the Monitor does not send by such date a Notice of Revision or Disallowance to a Creditor who has submitted a Proof of Claim, the Applicant shall be deemed to have accepted such Creditor's Claim in the amount set out in the Proof of Claim.

8. Any Creditor who intends to dispute a Notice of Revision or Disallowance shall, by no later than 5:00 p.m. on the day that is ten (10) days after the delivery of the Notice of Dispute or Disallowance, serve a Notice of Motion on the Monitor seeking to appeal the Monitor's determination. The motion must be returnable for scheduling on **April 28, 2008**.

9. Where a Creditor that receives a Notice of Revision or Disallowance does not serve a Notice of Motion by the date required, the value of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

Schedule "A"

NOTICE TO CREDITORS OF SAAN STORES LTD. – LES MAGASINS SAAN LTÉE

TAKE NOTE THAT SAAN Stores Ltd. – Les Magasins SAAN Ltée (the "Applicant") intends to file a plan of compromise (the "**Plan**"). An Order of the Ontario Superior Court of Justice made February 29, 2008 (the "**Order**") provides for a procedure for the determination of all claims, contingent or otherwise, against the Applicant.

THE CLAIMS BAR DATE is 5:00 p. m. (Toronto time) on April 4, 2008. You must file a Proof of Claim by this date in order to participate in the Plan. Any creditor who has not received a Proof of Claim in the mail must contact the Monitor immediately to determine if they are an Affected Creditor and obtain a Proof of Claim. The Monitor can be contacted at:

**MINTZ & PARTNERS LIMITED
1 Concorde Gate
Suite 200
Toronto ON M3C 4G4
Canada**

**Attention: Anna Koroneos
Telephone: (416) 644-4432
Facsimile: (416) 644-4303
e-mail: akoroneos@deloitte.ca**

HOLDERS OF AFFECTED CLAIMS who do not file a Proof of Claim by the Claims Bar Date will not be entitled to vote at any meeting of creditors regarding any plan of arrangement proposed by the Applicant or participate in any distribution provided for in the Plan of compromise to be filed by the Applicant

Schedule "B"

Proof of Claim

A. Particulars of Creditor:

- (1) Full Legal Name of Creditor:
- (2) Full Mailing Address of Creditor:
- (3) Telephone Number of Creditor:
- (4) Facsimile Number of Creditor:
- (5) E-mail Address of Creditor:
- (6) Attention (Contact Person):

B. Particulars of Original Creditor from Whom You Acquired Claim, if Applicable:

- (1) Have you acquired this Claim by assignment?
Yes [] No []
(if yes, attach documents evidencing assignment)
- (2) Full Legal Name of original creditor(s):

C. Claim:

I,, [*name of Creditor or authorized representative of the Creditor*], do hereby certify that I am a Creditor of/hold the position of of the Creditor and have knowledge of all the circumstances connected with the Claim described herein; and

The Creditor makes the following Claim (e.g. claims as at December 28, 2007) against SAAN Stores Ltd. – Les Magasins SAAN Ltée (the "**Applicant**"):

Claim Amount \$_____

D. Particulars of Claim:

Is your claim secured?

Yes [] No []

The Particulars of the undersigned's total Claim are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Applicant to Creditor or title retention arrangement with the Applicant and estimated value of such security or title retention arrangement).

THIS PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR BY 5:00 P.M. (TORONTO TIME) ON THE CLAIMS BAR DATE (APRIL 4, 2008) AT THE FOLLOWING ADDRESS:

**MINTZ & PARTNERS LIMITED
1 Concorde Gate
Suite 200
Toronto ON M3C 4G4
Canada**

**Attention: Anna Koroneos
Telephone: (416) 644-4432
Facsimile: (416) 644-4303
e-mail: akoroneos@deloitte.ca**

DATED at this day of, 2008.

Per: _____
Authorized Signing Officer

Schedule "C"

Notice of Revision or Disallowance

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

MINTZ & PARTNERS LIMITED (the "**Monitor**"), has reviewed your Proof of Claim dated the _____ day of _____, 2008, and has revised or rejected your claim for the following reasons:

[Please see attached]

Subject to further dispute by you in accordance with the provisions of the Claims Procedure, your Claim will be allowed as follows:

Claim as Filed	Claim as Allowed

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than **ten (10) days after the delivery of this notice**, bring a Motion seeking to appeal the Monitor's determination by serving a Notice of Motion seeking to appeal the Monitor's determination. Your Motion must be returnable for scheduling on **April 28, 2008** and served on the Monitor at:

MINTZ & PARTNERS LIMITED
1 Concorde Gate
Suite 200
Toronto ON M3C 4G4
Canada

Attention: Hartley Bricks
Facsimile: (416) 644-4303

with a copy to:

KRONIS ROTSZTAIN MARGLES CAPPEL
25 Sheppard Avenue West
Suite 700
Toronto, ON M2N 6S6
Canada

Attention: Mervyn D. Abramowitz
Facsimile: (416) 225-3910

If you do not bring a Motion appealing, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at Toronto, this _____ day of _____, 2008.

MINTZ & PARTNERS LIMITED

Per: _____
Authorized Signing Officer

TOR_LAW\6770715\5

TOR_LAW\6811416\1

**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 AND ARRANGEMENT OF SAAN STORES LTD - LES MAGASINS SAAN
LTÉE**

<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY) PROCEEDING COMMENCED AT TORONTO</p>	
<p>ORDER</p>	
<p>GOWLING LAFLEUR HENDERSON LLP Barristers and Solicitors Suite 1600 1 First Canadian Place 100 King Street West Toronto, ON M5X 1G5</p> <p>E. Patrick Shea (LSUC #39655K) Tel: (416) 369-7399 Fax: (416) 862-7661</p> <p>Clifton Prophet (LSUC #34845K) Tel: (416) 862-3509 Fax: (416) 862-7661</p> <p>SOLICITORS FOR THE APPLICANT</p>	