

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-058645-207

SUPERIOR COURT
Commercial Division

IN THE MATTER OF THE PLAN OF
ARRANGEMENT AND COMPROMISE
OF:

FLIGHTHUB GROUP INC.

- and -

FLIGHTHUB SERVICE INC.

- and -

SSFP CORP.

- and -

JUSTFLY INC.

- and -

JUSTFLY CORP.

- and -

11644670 CANADA INC.

Debtors/Applicants

- and -

MNP LTD

Monitor

**STAY EXTENSION, PLAN FILING AND
CREDITORS' MEETING PROCEDURE ORDER**

ON READING the Debtors/Applicants' (collectively, the "**Applicants**" or the "**Debtors**") *Application for an Extension of the Stay of Proceedings and for the Issuance of a Plan Filing and Creditors' Meeting Procedure Order* pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (as amended; the "**CCAA**") and the affidavit of Christopher Cave filed in support thereof (the "**Application**"), relying upon the submissions of counsel, the testimony of the Monitor's representative and being advised that the interested parties, including secured creditors, were given prior notice of the presentation of the Application;

GIVEN the order rendered by this Court in the present matter on May 8, 2020, which was amended and restated on May 19, 2020 (the “**Initial Order**”);

GIVEN the provisions of the CCAA;

WHEREFORE, THE COURT:

- [1] **GRANTS** the Application.
- [2] **ISSUES** the present Order pursuant to the CCAA (the “**Order**”), divided under the following headings:
 - (a) Service;
 - (b) Extension of the Stay Period;
 - (c) Definitions;
 - (d) Plan of Compromise and Arrangement;
 - (e) Form of Documents;
 - (f) Notice Procedures;
 - (g) Convenience Class Election;
 - (h) Creditors’ Meeting;
 - (i) Notice of Transfers;
 - (j) Notices and Communications;
 - (k) Sanction Hearing;
 - (l) Role of the Monitor;
 - (m) Aid and Recognition of Other Courts;
 - (n) General Provisions.

A. SERVICE

- [3] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that the Application is properly returnable today and dispenses with further service thereof.

[4] **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants.

B. EXTENSION OF THE STAY PERIOD

[5] **ORDERS** that the Stay Period (as defined in the Initial Order) shall be extended to and including **May 14, 2021**.

C. DEFINITIONS

[6] **DECLARES** that the capitalized terms not otherwise defined in this Order shall have the meanings ascribed to such terms in the Plan (as defined below). The following terms shall have the meanings set out below:

- (a) **“Additional Information”** shall have the meaning ascribed to such term in Paragraph [17];
- (b) **“Affected Claim”** shall have the meaning ascribed to such term in the Plan;
- (c) **“Affected Creditor”** shall have the meaning ascribed to such term in the Plan;
- (d) **“Business Day”** means any day on which commercial banks are generally open for business in Montreal, Québec, other than a Saturday, a Sunday or a day observed as a holiday in Montreal under the laws of the Province of Québec or the federal laws of Canada applicable therein;
- (e) **“CCAA Proceedings”** means the proceedings under the CCAA in respect of the Debtors;
- (f) **“Chair”** shall have the meaning ascribed to such term in Paragraph [35];
- (g) **“Claim”** shall have the meaning ascribed to such term in the Plan;
- (h) **“Claims Procedure Order”** means the *Claims Procedure Order* issued by the Court in the CCAA Proceedings on June 19, 2020;
- (i) **“Convenience Class”** has the meaning ascribed to it in Article 3.2 of the Plan;
- (j) **“Convenience Class Claim”** means one or more Proven Claims of a Convenience Class Creditor;

- (k) “**Convenience Class Creditor**” means an Affected Creditor having a Proven Claim, who elects, or is deemed to have elected, to form part of the Convenience Class pursuant to Article 3.2 of the Plan;
- (l) “**Creditor Letter**” means the letter (in English and French) to Affected Creditors in substantially the form of **Schedule A** hereto;
- (m) “**Creditors’ Meeting**” means the meeting of Affected Creditors to be convened for the purposes of voting on the Plan, or any adjournment of such meeting, as contemplated herein;
- (n) “**Initial Order**” means the *Initial Order* issued by the Court in the CCAA Proceedings on May 8, 2020, as amended and restated on May 19, 2020;
- (o) “**Meeting Materials**” shall have the meaning ascribed to such term in Paragraph [15];
- (p) “**Monitor**” means MNP Ltd., in its capacity as Court-appointed monitor of the Debtors and not in its personal or corporate capacity;
- (q) “**Monitor’s Report Regarding the Creditors’ Meeting**” shall have the meaning ascribed to such term in Paragraph [43];
- (r) “**Notice of Creditors’ Meeting and Sanction Hearing**” means the notice which shall be given to the Affected Creditors of the Creditors’ Meeting to be held for the approval of the Plan, and of the Sanction Hearing of the Plan, being substantially in the form of **Schedule B** hereto;
- (s) “**Person**” means any individual, corporation, limited or unlimited liability Debtor, general or limited partnership, association, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- (t) “**Plan**” shall have the meaning ascribed thereto in Paragraph [7];
- (u) “**Proxy**” means a proxy and instructions to Affected Creditors explaining how to complete same, substantially in the form of **Schedule C** hereto;
- (v) “**Proxy Deadline**” shall have the meaning ascribed to such term in Paragraph [25];
- (w) “**Required Majority**” means a majority in number of Affected Creditors, who represent at least two-thirds in value of the Voting Claims of such Affected Creditors, who actually vote on the Resolution (in person or by proxy) at the Creditors’ Meeting;

- (x) “**Registration Form**” means a form required to be completed by Affected Creditors in order to attend the Creditors’ Meeting, substantially in the form of **Schedule D** hereto;
- (y) “**Resolution**” means the resolution substantially in the form attached as **Schedule E** hereto;
- (z) “**Sanction Application**” shall have the meaning ascribed to such term in Paragraph [44];
- (aa) “**Sanction Order**” means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions and releases contemplated thereunder;
- (bb) “**Service List**” means the service list in the CCAA Proceedings; and
- (cc) “**Voting Claim**” means the amount of the Affected Claim of an Affected Creditor as finally determined for voting purposes entitling such Affected Creditor to vote at the Creditors’ Meeting in accordance with the provisions of the Claims Procedure Order and this Order, the Plan and the CCAA, and includes, for greater certainty, a Proven Claim.

D. PLAN OF COMPROMISE AND ARRANGEMENT

- [7] **ORDERS** that the Plan of Compromise and Arrangement pursuant to the CCAA filed by the Applicants dated March 3, 2021, in the form of **Schedule G** hereto (as it may be amended, supplemented and restated from time to time, the “**Plan**”) is accepted for filing, and the Applicants are authorized to seek approval of the Plan from the Affected Creditors in the manner set forth herein.
- [8] **ORDERS** that the Applicants, in consultation with the Monitor, are authorized, at any time and from time to time, to make any amendment, restatement, modification, deletion or supplement to, the Plan at or before the Creditors’ Meeting, in which case any such amendment, restatement, modification or supplement, shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan.
- [9] **ORDERS** the Applicants to file any supplementary plans referenced in the immediately preceding paragraph with the Court as soon as practicable.
- [10] **ORDERS** that the Applicants shall give notice to Affected Creditors of the details of any amendment, restatement, modification, deletion or supplement at the Creditors’ Meeting prior to the vote being taken to approve the Plan.
- [11] **DECLARES** that the Applicants may give notice of a proposed modification, amendment or supplement to the Plan at or before the Creditors’ Meeting by

notice which shall be sufficient if given to those Affected Creditors present at such meeting in person or by proxy.

- [12] **ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Applicants are authorized, with the consent of the Monitor, at any time and from time to time to vary, amend, restate, modify or supplement the Plan, without the need for obtaining an Order of the Court or providing notice to the Affected Creditors if the Monitor determines that such variation, amendment, restatement, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or the Sanction Order and is necessary in order to give effect to the substance of the Plan or the Sanction Order.
- [13] For greater certainty, **DECLARES** that all of the steps provided for in the immediately preceding paragraph shall not require any further vote by or approval by the Affected Creditors or any approval by the Court.

E. FORM OF DOCUMENTS

- [14] **ORDERS** that the forms of: (i) the Notice of Creditors' Meeting and Sanction Hearing, (ii) the Creditor Letter, (iii) the Proxy, (iv) the Registration Form (v) the Resolution and (vi) the Convenience Class Election are each approved, and the Monitor, in consultation with the Applicants, is authorized to make such minor changes to such forms of documents as it consider necessary or desirable, notably to conform the content thereof to the terms of the Plan or this Order or any further Orders of the Court.

F. NOTICE PROCEDURES

- [15] **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Notice of Creditors' Meeting and Sanction Hearing, the Creditor Letter, the Proxy, the Resolution, the Registration Form, the Convenience Class Election, the Plan, and this Order (collectively, the "**Meeting Materials**"), in English and in French, other than this Order, which may be in English only, as soon as reasonably practicable after the granting of this Order and, in any event, **no later than 5:00 p.m. (Eastern time) on March 10, 2021** to each Affected Creditor as of the date of this Order at the address for such Affected Creditor set out in such Affected Creditor's Proof of Claim or to such other address that has been provided to the Monitor by such Affected Creditor pursuant to Paragraph [38] or [41].
- [16] **ORDERS** that the Monitor shall:
- (a) Forthwith publish on the Monitor's Website an electronic copy of the Meeting Materials;

- (b) Email a copy of the Meeting Materials to the Service List; and
- (c) Provide a copy of the Meeting Materials to any Affected Creditor upon written request by such Affected Creditor, provided that such written request is received by the Monitor no later than three (3) Business Days prior to the Creditors' Meeting (or any adjournment thereof).

- [17] **ORDERS** that the Applicants and the Monitor are hereby authorized to provide such supplemental information ("**Additional Information**") to the Meeting Materials as the Applicants may determine, with the consent of the Monitor, and such Additional Information shall be distributed or made available by posting on the Monitor's Website and served on the Service List, and any such other method of delivery that the Applicants, with the consent of the Monitor, determine is appropriate.
- [18] **ORDERS** that the publications and/or delivery referred to in Paragraphs [15], [16] and [17] hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings.
- [19] **ORDERS** that the non-receipt of a copy of the Meeting Materials beyond the reasonable control of the Monitor shall not constitute a breach of this Order and such non-receipt shall not invalidate any resolution passed or proceedings taken at the Creditors' Meeting.

G. CONVENIENCE CLASS ELECTION

- [20] **ORDERS** that any Affected Creditor who is not an Employee and who has one or more Proven Claims shall be entitled to elect to receive the lesser of (i) CA\$5,000 or (ii) the amount of its Convenience Class Claim, and be deemed to vote in favour of the Plan in accordance with paragraph [31] hereof by returning an executed convenience class election notice (**Schedule F** hereto) to the Monitor prior to the Proxy Deadline.
- [21] **ORDERS** that Affected Creditors who are Employees and who have a Proven Claim will be deemed to form part of the Convenience Class, and shall be deemed to vote in favour of the Plan in accordance with paragraph [31] hereof, provided, however, that Convenience Class Creditors who are Employees retain the right to vote, in person or by proxy, against the Plan at the Creditors' Meeting.

H. CREDITORS' MEETING

- [22] **ORDERS** that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting **on March 30, 2021**, by videoconference or teleconference, for

the purpose of voting upon, with or without variation, the Resolution to approve the Plan and considering and, if appropriate, approving the Plan, in a manner and at a place, date and time as shall be set forth in the Notice of Creditors' Meeting and Sanction Hearing.

- [23] **ORDERS** that the only Persons entitled to attend the Creditors' Meeting are:
- (a) Affected Creditors, their legal representatives and their Proxy holders, provided that in each case, such Person has completed and submitted by email to the Monitor the required Registration Form by the Proxy Deadline (as defined below);
 - (b) representatives of the Applicants, members of the boards of directors of the Applicants and their representatives, representatives of the Monitor, the Chair and their respective legal and financial advisors; and
 - (c) any other Person admitted to the Creditors' Meeting on invitation of the Applicants or the Monitor.
- [24] **ORDERS** that any Proxy which any Affected Creditor wishes to submit in respect of a Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form attached hereto as **Schedule C** (or in such other form acceptable to the Monitor or the Chair).
- [25] **ORDERS** that any Proxy in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be received by the Monitor in accordance with Paragraph [41] hereof **by 5:00 p.m. (Eastern time) March 26, 2021** (the "**Proxy Deadline**"), being two (2) Business Days prior to the date set for the Creditors' Meeting in Paragraph [22] hereof. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which a Proxy is completed.
- [26] **ORDERS** that, in the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy that appoints a representative of the Monitor as Proxy holder, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution, provided the Proxy holder does not otherwise revoke the Proxy by written notice to the Monitor delivered so that it is received by the Monitor no later than the Proxy Deadline.
- [27] **ORDERS** that the quorum required at the Creditors' Meeting shall be one (1) Affected Creditor (other than a Convenience Class Creditors) having a Voting Claim present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

- [28] **ORDERS** that the Chair, with the consent of the Applicants, not to be unreasonably withheld, is authorized to adjourn, postpone or otherwise reschedule the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair, with the consent of the Applicants, deems necessary or desirable (without the need to first convene any such Creditors' Meetings for the purpose of any adjournment, postponement or other rescheduling thereof). None of the Applicants, the Chair or the Monitor shall be required to deliver any notice of the adjournment, postponement or rescheduling of the Creditors' Meeting or adjourned Creditors' Meeting, as applicable, provided that the Monitor shall:
- (a) Announce the adjournment, postponement or rescheduling of the Creditors' Meeting or adjourned Creditors' Meeting to the participants, if the Creditors' Meeting(s) has/have commenced prior to the adjournment, postponement or rescheduling;
 - (b) Forthwith post notice of the adjournment, postponement or rescheduling on the Monitor's Website; and
 - (c) Forthwith provide notice of the adjournment, postponement or rescheduling to the Service List. Any Proxies validly delivered in connection with the Creditors' Meeting(s) shall be accepted as Proxies in respect of any adjourned, postponed or rescheduled Creditors' Meeting(s).
- [29] **ORDERS** that by a simple vote of a majority in number of the Voting Claims of Persons present (in person or by proxy) and entitled to vote at the Creditors' Meeting, the Creditors' Meeting may be adjourned or re-adjourned to a subsequent date, time and place as determined by such vote and in such case no further notice will be necessary.
- [30] **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with a Voting Claim and their proxy holders. Each Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim.
- [31] **ORDERS** that Convenience Class Creditors shall be deemed to have voted in favour of the Plan, provided, however, that Convenience Class Creditors who are Employees retain the right to vote, in person or by proxy, against the Plan at the Creditors' Meeting. For greater certainty, Convenience Class Creditors who are Employees and who do not vote in person or by proxy at the Creditors' Meeting, shall be deemed to have voted in favour of the Plan.
- [32] **ORDERS** that a Voting Claim shall not include fractional numbers and shall be rounded down to the nearest whole Canadian dollar amount.

- [33] **ORDERS** that the Monitor shall keep a separate record of the votes cast by Creditors with Voting Claims determined by the Monitor for voting purposes only and shall report to the Court with respect thereto at the Sanction Hearing.
- [34] **ORDERS** that the results of any vote conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting.
- [35] **ORDERS** that a representative of the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of such Creditors' Meeting. The Applicants and any Creditor with a Voting Claim may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision.
- [36] **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote on the Resolution to approve the Plan, and any amendments thereto made in accordance with Paragraph [8] of this Order.
- [37] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting and that a Person designated by the Monitor shall act as secretary at the Creditors' Meeting.

I. NOTICE OF TRANSFERS

- [38] **ORDERS** that, for purposes of voting at the Creditors' Meeting, if a Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, **not later than 5:00 pm on the date that is seven (7) days prior to the date of the Creditors' Meeting,** or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor.
- [39] **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if a Creditor transfers or assigns the whole of its Voting Claim to another Person, neither the Applicants, nor the Monitor shall be obligated to deal with the transferee or assignee of the Voting Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with satisfactory evidence showing that such transfer or assignment was valid at law, has been received by the Monitor **at least ten (10) Business Days prior to any distribution under the Plan.**

[40] **ORDERS** that if the holder of a Voting Claim or any subsequent holder of the whole of a Voting Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Voting Claim or Voting Claims and such Claim shall continue to constitute and be dealt with as a single Voting Claim notwithstanding such transfer or assignment, and the Monitor and the Applicants shall in each such case not be bound to recognize or acknowledge any such transfer or assignment 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 in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order.

J. NOTICES AND COMMUNICATIONS

[41] **ORDERS** that any notice or other communication to be given under this Order by an Affected Creditor to the Monitor or the Applicants shall be in writing and will be sufficiently given only if given by fax, courier or email communication addressed to:

Monitor: MNP Ltd., as Monitor of FlightHub Group et al.
1155, René-Lévesque Blvd. W.
23rd Floor
Montréal, Québec H3B 2K2

Attention: Mr. Pierre Marchand
Tel: 514-906-4645
Email: montreal.flighthubgroup@mpn.ca

Counsel to the Monitor: Dentons Canada LLP
1, Place Ville Marie
Suite 3900
Montréal, Québec H3B 4M7

Attention: Ari Sorek
Email: ari.sorek@dentons.com

Counsel to the Applicants: Stikeman Elliott LLP
1155 René-Lévesque Boulevard West
41st Floor
Montréal (Québec) H3B 3V2

Attention: Joseph Reynaud and
Rémi Leprévost
Emails: jreynaud@stikeman.com ;
rleprevost@stikeman.com

[42] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by regular mail, registered mail, fax, courier, email or other means of electronic communication. A Creditor shall be deemed to have received any document sent pursuant to this Order three (3) Business Days after the document is sent by regular mail or registered mail and one (1) Business Day after the document is sent by fax, courier, email or other means of electronic communication. Documents shall not be sent by regular or registered mail during a postal strike or work stoppage of general application.

K. SANCTION HEARING

[43] **ORDERS** that the Monitor shall provide a report to the Court as soon as practicable after the Creditors' Meeting (the "**Monitor's Report Regarding the Creditors' Meeting**") with respect to:

- (a) the results of voting at the Creditors' Meeting;
- (b) whether the Required Majority has approved the Plan;
- (c) the separate tabulation required by Paragraph [33] hereof, if applicable; and
- (d) in its discretion, any other matter relating to the Applicants' application(s) seeking sanction of the Plan.

[44] **ORDERS** that in the event the Plan has been approved by the Required Majority of the Affected Creditors, the Applicants may seek the sanction of the Plan before this Court on **April 6, 2021** (the "**Sanction Application**"), or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Applicants and the Monitor.

[45] **ORDERS** that an electronic copy of the Monitor's Report Regarding the Creditors' Meeting, the Plan, and a copy of the materials filed in respect of the Sanction Application shall be posted on the Monitor's Website prior to the Sanction Hearing.

- [46] **ORDERS** that service of this Order to the parties on the Service List, the delivery of the Meeting Materials in accordance with Paragraph [15] hereof and the posting of the Meeting Materials on the Monitor's Website in accordance with Paragraph [16] hereof shall constitute good and sufficient service and notice of the Sanction Application.
- [47] **ORDERS** that in the event that the Sanction Hearing is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.
- [48] **ORDERS** that any person who wishes to oppose the Sanction Application shall serve upon the parties on the Service List, and file with the Court, a copy of the materials to be used to oppose the Sanction Application by **no later than 5:00 p.m. (Eastern time) on March 31, 2021** or, if applicable, four (4) days prior to any adjourned or rescheduled Sanction Hearing.

L. ROLE OF THE MONITOR

- [49] **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, the Initial Order and the Claims Procedure Order, is directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.
- [50] **ORDERS** that:
- (a) In carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, and any other Order granted in these CCAA Proceedings and as an officer of the Court, including the stay of proceedings in its favour;
 - (b) The Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part; and
 - (c) The Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, and any information acquired by the Monitor as a result of carrying out its duties under this Order without independent investigation, and the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

M. AID AND RECOGNITION OF OTHER COURTS

- [51] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court

or in the United States of America and any court or administrative body elsewhere, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be necessary or desirable to give effect to this Order, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

[52] **DECLARES** that FlightHub Group Inc., as foreign representative of the Debtors, shall be authorized to apply for the closing of the proceedings instituted before the United States Bankruptcy Court for the District of Delaware in respect of the Applicants under Chapter 15 of the United States Bankruptcy Code.

N. GENERAL PROVISIONS

[53] **ORDERS** that the following Schedules form part of this Order:

- (a) Schedule A – Creditor Letter;
- (b) Schedule B – Notice of Creditors' Meeting and Sanction Hearing;
- (c) Schedule C – Proxy;
- (d) Schedule D – Registration Form;
- (e) Schedule E – Form of Resolution;
- (f) Schedule F – Form of Convenience Class Election;
- (g) Schedule G – Plan.

[54] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.

[55] **ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

- [56] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular.
- [57] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [58] **ORDERS** the provisional execution of this Order notwithstanding appeal and without security.
- [59] **WITHOUT COSTS.**

Montréal, March 9, 2021

MICHEL A. PINSONNAULT, J.S.C.
JP1736

SCHEDULE "A" - CREDITOR LETTER

[FLIGHTHUB LETTERHEAD]

●, 2021

TO: Creditors of FlightHub Group Inc., FlightHub Service Inc., SSFP Corp., Justfly Inc. ("JFI"), Justfly Corp., and 11644670 Canada Inc. (collectively, "FlightHub" or "we")

Dear Sir/Madam:

Proposed Plan of Compromise and Arrangement

As you are aware, on May 8, 2020, the Superior Court of Québec issued an Initial Order (which was amended and restated on May 19, 2020) pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") appointing MNP Ltd. (the "**Monitor**") to act as Monitor with regard to the entirety of the property, assets, rights, and obligations of FlightHub.

Since the beginning of our insolvency proceedings, we have worked tirelessly to restructure our affairs for the benefit of all stakeholders, including through the implementation of cost-reduction measures and negotiations with our key partners. We pursued our efforts in the face of the Covid-19 pandemic and are confident that the steps we have taken to restructure our business have best positioned us for the future.

With the assistance and support of the Monitor, FlightHub developed the enclosed Plan of Compromise and Arrangement (the "**Plan**"). FlightHub is pleased to present the Plan to its creditors. If approved by the creditors and sanctioned by the Court, the Plan will:

- Provide for the distribution of an aggregate amount of CA\$4 million to the creditors;
- Effect a compromise, settlement and payment of proven claims in an efficient and cost-effective fashion;
- Ensure our continued operations; and
- Resolve our CCAA proceedings with certainty and finality.

We firmly believe that the recoveries contemplated under the Plan are greater than the recoveries creditors would receive in a bankruptcy. Equally important, the Plan provides FlightHub and its many stakeholders including employees, business partners, and customers with the continued opportunity to work and do business together.

The meeting of creditors to consider and vote on the Plan will be held virtually on March 30, 2021 at ● (Eastern time). Creditors who wish to attend the meeting are required to register with the Monitor, the whole as more fully set forth in the Notice of Creditors' Meeting and Sanction Hearing enclosed herewith.

If the creditors approve the Plan at the creditors' meeting, we expect to apply to the Court on or about April 6, 2021 for an order sanctioning the Plan. If the order is granted by the Court, we intend to distribute the Contribution (as defined in the Plan) to the Monitor as soon as practicable after the Plan is implemented, for prompt distribution to the creditors in accordance with the terms of the Plan.

We urge you to review the Plan and the Monitor's report in connection therewith. You will note that the Monitor recommends that creditors vote in favour of the Plan. Please note that the deadline to provide your voting proxies to the Monitor is **March 26, 2021 at 5:00 PM (Montréal time)**.

ARTICLE 7 OF THE PLAN CONTAINS CERTAIN RELEASE AND INJUNCTION PROVISIONS THAT MAY MATERIALLY AFFECT YOUR RIGHTS. PLEASE REVIEW THEM CAREFULLY.

Additional information is available on the website that is maintained by the Monitor in respect of these CCAA proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/flighthub-group>.

We thank you for your continued support, cooperation and confidence through our restructuring process. We hope that you will vote for the Plan.

Yours very truly,

**FlightHub Group Inc., FlightHub
Service Inc., SSFP Corp., Justfly Inc.,
Justfly Corp., and 11644670
Canada Inc.**

Per:

●

[Title], [FlightHub Group Inc.]

SCHEDULE "A" - CREDITOR LETTER

[FLIGHTHUB LETTERHEAD]

●, 2021

DESTINATAIRES: Créanciers de FlightHub Group Inc., FlightHub Service Inc., SSFP Corp., Justfly Inc. ("**JFI**"), Justfly Corp., et 11644670 Canada Inc. (collectivement, "**FlightHub**" ou "**nous**")

Monsieur, Madame,

Le Plan de compromis et d'arrangement proposé

Comme vous le savez, le 8 mai 2020, la Cour supérieure du Québec a rendu une ordonnance initiale (qui a été modifiée et refondue le 19 mai 2020) en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») par laquelle MNP Ltd. (le « **Contrôleur** ») a été nommé pour agir à titre de Contrôleur à l'égard de l'ensemble des biens, actifs, droits et obligations de FlightHub.

Depuis le début de nos procédures d'insolvabilité, nous avons travaillé sans relâche pour restructurer nos affaires au profit de toutes les parties prenantes, notamment par la mise en œuvre de mesures de réduction des coûts et par des négociations avec nos principaux partenaires. Nous avons poursuivi nos efforts face à la pandémie de Covid-19 et sommes confiants que les mesures que nous avons entreprises pour restructurer notre entreprise nous ont mieux positionné pour l'avenir.

Avec l'aide et le soutien du Contrôleur, FlightHub a développé le Plan de compromis et d'arrangement ci-joint (le « **Plan** »). FlightHub est heureux de soumettre le Plan à ses créanciers. Si le Plan est approuvé par les créanciers et sanctionné par la Cour, le Plan :

- prévoira la distribution aux créanciers d'un montant global de 4 millions CA\$;
- permettra de parvenir à un compromis, à un règlement et à un paiement des créances prouvées, le tout d'une façon efficace et économique;
- assurera la continuité de nos opérations; et
- mettra fin à nos procédures en vertu de la LACC avec certitude et finalité.

Nous croyons fermement que les recouvrements envisagés en vertu du Plan sont supérieurs aux recouvrements que les créanciers recevraient dans le cas d'une faillite. Il est aussi important de mentionner que le Plan offre à FlightHub et à ses nombreux partenaires, incluant ses employés, ses partenaires commerciaux et ses clients l'opportunité de continuer à travailler et à faire affaire ensemble.

L'assemblée des créanciers pour considérer et voter sur le Plan sera tenue de façon virtuelle le **26 mars 2021 à 17h00 (heure de l'Est)**. Les créanciers désirant participer à l'assemblée devront s'enregistrer au préalable auprès du Contrôleur, le tout tel que plus

amplement expliqué dans l'Avis de l'assemblée des créanciers et de l'audition d'homologation ci-joint. Si les créanciers approuvent le Plan à l'assemblée des créanciers, nous prévoyons soumettre une requête à la Cour, le ou vers le 6 avril 2021, afin d'obtenir une ordonnance d'homologation du Plan. Si l'ordonnance est accordée par la Cour, nous avons l'intention de remettre au Contrôleur la Contribution (telle que définie dans le Plan) dès que possible après la mise en œuvre du Plan, pour une distribution rapide aux créanciers conformément aux termes du Plan.

Nous vous encourageons à réviser le Plan et le rapport du Contrôleur à cet égard. Vous noterez que le Contrôleur recommande que les créanciers votent en faveur du Plan. Veuillez noter que vos procurations de vote doivent être reçues par le Contrôleur au plus tard le 31 mars 2021 à 17h00 (heure de Montréal).

La version française du rapport du Contrôleur sera disponible sous peu sur le site web du Contrôleur (●) ou en faisant la demande auprès du Contrôleur par courrier électronique à ●.

L'ARTICLE 7 DU PLAN PRÉVOIT CERTAINES QUITTANCES ET INJONCTIONS QUI POURRAIENT AFFECTER SIGNIFICATIVEMENT VOS DROITS. VEUILLEZ RÉVISER CES DISPOSITIONS ATTENTIVEMENT.

Vous retrouverez de l'information supplémentaire sur ces procédures en vertu de la LACC en visitant le site web tenu par le Contrôleur à <https://mnpdettes.ca/fr/restructuration-entreprise/mandats-courants-de-la-societe/flighthub-group/>.

Nous vous remercions pour votre support, votre collaboration et la confiance que vous nous témoignez durant ce processus de restructuration. Nous espérons que vous voterez en faveur du Plan.

Veillez agréer, Madame, Monsieur, l'expression de nos sentiments les meilleurs.

FlightHub Group Inc., FlightHub Service Inc., SSFP Corp., Justfly Inc., Justfly Corp., et 11644670 Canada Inc.

Par:

●

[Title], [FlightHub Group Inc.]

SCHEDULE "B" – NOTICE OF CREDITORS' MEETING AND SANCTION HEARING

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT
Commercial Division**

No.: 500-11-058645-207

**IN THE MATTER OF THE PLAN OF
ARRANGEMENT AND COMPROMISE
OF:**

FLIGHTHUB GROUP INC.

- and -

FLIGHTHUB SERVICE INC.

- and -

SSFP CORP.

- and -

JUSTFLY INC.

- and -

JUSTFLY CORP.

- and -

11644670 CANADA INC.

Debtors/Applicants

- and -

MNP LTD

Monitor

**NOTICE TO CREDITORS
OF
THE MEETING OF CREDITORS AND THE SANCTION HEARING**

TAKE NOTICE THAT FlightHub Group Inc., FlightHub Service Inc., SSFP Corp., Justfly Inc., Justfly Corp., and 11644670 Canada Inc. (collectively, "**FlightHub**") have filed a Plan of compromise and arrangement (the "**Plan**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"), with MNP Ltd. as the Monitor. Capitalized terms used and not otherwise defined in this Notice have the meaning ascribed to them in the Plan and in the Plan Filing and Meeting Order issued by the Superior Court of Québec (Commercial Division) (the "**CCAA Court**") on March 9, 2021 (the "**Meeting Order**").

TAKE FURTHER NOTICE THAT a general meeting of the creditors for the purpose of considering and approving the Plan **will be held on the 30th day of March, 2021 at ●**

(Montréal time). Given the current pandemic situation and the gathering restrictions issued by the authorities, the meeting will be held by videoconference.

We ask that **creditors who wish to attend the meeting complete the attached registration form** and return it by email to the following email address: montreal.fliothubgroup@mp.ca, **no later than 5:00 p.m. (Montreal time) on March 26, 2021.**

For creditors, or their representatives, who have registered, you will receive a link by email, which will allow you to attend the meeting. Please note that only those who have registered will be able to attend the meeting.

The purpose of the Meeting is to:

- a) consider, and if deemed advisable, to pass, with or without variation, a resolution (the "**Resolution**") approving the Plan; and
- b) transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The Meetings are being held pursuant to the Meeting Order of the CCAA Court, which establishes the procedures for MNP Ltd. (in such capacity and not in its personal or corporate capacity, the "**Monitor**") to call, hold and conduct the Meeting.

The Plan provides for the compromise of the Affected Claims. The quorum for the Meeting will be one Affected Creditor who is not a Convenience Class Creditor, holding a Voting Claim (each such creditor, an "**Eligible Voting Creditor**"), present in person or by proxy.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a majority in number of Affected Creditors representing at least two-thirds in value of the Claims of Affected Creditors who actually vote (in person or by proxy) on the Resolution at the applicable Meeting (the "**Required Majority**").

All Eligible Voting Creditors are entitled to vote on the Plan. The votes cast by Creditors with Voting Claims, as determined by the Monitor for voting purposes only in accordance with the Claims Procedure Order, will be separately tabulated by the Monitor. Holders of an Unaffected Claim will not be entitled to attend and vote at any Meeting.

Forms and Proxies for Affected Unsecured Creditors

Any Eligible Voting Creditor who is unable to attend the Meeting may appoint a proxy to vote on its behalf. A form of Proxy is included as part of the Meeting Materials being distributed by the Monitor to each Affected Creditor.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as

set out on the Proxy form. Proxies must be received by the Monitor **by no later than 5:00 p.m. (Montréal time) on March 26, 2021.**

Notice of Sanction Hearing

TAKE FURTHER NOTICE THAT that if the Plan is approved by the Required Majority of Affected Creditors at the Meeting, **the Petitioner intends to virtually bring the Sanction Application before the CCAA Court on or around ●, 2021** (the "**Sanction Hearing**"). The particulars of the videoconference will be posted on the Monitor's Website and communicated to the Service List.

The Sanction Application will be seeking the granting of the Sanction Order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any person wishing to oppose the Sanction Application for the Sanction Order must serve upon the parties on the Service List as posted on the Monitor's Website and file with the CCAA Court a copy of the materials to be used to oppose the Sanction Order by **no later than March 31, 2021 at 5:00 P.M. (Montréal Time)**, or, if applicable, four Business Days' prior to any adjourned or rescheduled Sanction Hearing.

ARTICLE 7 OF THE PLAN CONTAINS CERTAIN RELEASE AND INJUNCTION PROVISIONS THAT MAY MATERIALLY AFFECT YOUR RIGHTS. PLEASE REVIEW THEM CAREFULLY.

This Notice is given by the Petitioner pursuant to the Meeting Order. Additional copies of the Meeting Materials, including the Plan and the Monitor's report thereon may be obtained from the Monitor's Website (<https://mnpdebt.ca/en/corporate/corporate-engagements/flighthub-group>), or by requesting one from the Monitor by email at montreal.flighthubgroup@mnp.ca.

Dated at Montreal, this ● day of ●, 2021.

MNP Ltd.

Court-appointed Monitor

SCHEDULE "B" – NOTICE OF CREDITORS' MEETING AND SANCTION HEARING

**CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

No.: 500-11-058645-207

COUR SUPÉRIEURE
(Chambre commerciale)

**DANS L'AFFAIRE DU PLAN DE
COMPROMIS ET D'ARRANGEMENT
DE :**

FLIGHTHUB GROUP INC.

- et -

FLIGHTHUB SERVICE INC.

- et -

SSFP CORP.

- et -

JUSTFLY INC.

- et -

JUSTFLY CORP.

- et -

11644670 CANADA INC.

Débitrices / Requérantes

- et -

MNP LTD

Contrôleur

**AVIS AUX CRÉANCIERS
DE
L'ASSEMBLÉE DES CRÉANCIERS ET DE L'AUDIENCE SUR L'HOMOLOGATION**

SOYEZ AVISÉS QUE FlightHub Group Inc, FlightHub Service Inc, SSFP Corp, Justfly Inc, Justfly Corp et 11644670 Canada Inc. (collectivement, « **FlightHub** ») ont déposé un Plan de compromis et d'arrangement (le « **Plan** ») en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** »), dans le cadre desquelles MNP Ltd. agit en tant que contrôleur. Les termes en majuscules utilisés dans les présentes sans y être autrement définis ont la signification qui leur est attribuée dans le Plan et dans l'Ordonnance relative au dépôt d'un plan et à la convocation et la tenue d'une assemblée, émise par la Cour supérieure du Québec (chambre commerciale) (la « **Cour** ») le 9 mars 2021 (l'« **Ordonnance relative à l'Assemblée** »).

PRENEZ AVIS QU'une assemblée des créanciers aux fins de considérer et d'approuver le Plan **aura lieu le 30 mars 2021 à • (heure de Montréal)**. Étant donné la situation de pandémie actuelle et des restrictions de rassemblement émises par les autorités, l'Assemblée aura lieu par vidéoconférence.

Nous demandons aux **créanciers qui désirent participer à l'Assemblée de compléter le formulaire d'inscription ci-joint** et de le retourner, par courriel, à l'adresse suivante : montreal.fliighthubgroup@mnp.ca, **au plus tard à 17 h (heure de Montréal) le 26 mars 2021**.

Les créanciers, ou leurs représentants, qui se seront inscrits, recevront un lien par courriel qui permettra d'assister à l'Assemblée. Veuillez noter que seules les personnes qui se seront inscrites pourront participer à l'Assemblée.

L'objet de l'Assemblée est le suivant :

- a) d'examiner et, s'il est jugé opportun, d'adopter, avec ou sans modification, une résolution (la « **Résolution** ») approuvant le Plan ; et
- b) de traiter toute autre question dûment soumise à l'Assemblée ou à tout ajournement ou report de celle-ci.

L'Assemblée des créanciers sera tenu conformément à l'Ordonnance relative à l'Assemblée, qui établit les procédures permettant à MNP Ltd. (en cette qualité et non en sa qualité personnelle ou morale, le « **Contrôleur** ») de convoquer, de tenir et de mener l'Assemblée.

Le Plan prévoit le compromis des Réclamations visées. Le quorum de l'Assemblée sera constitué par un Créancier visé qui n'est pas un Créancier de commodité, détenant une Réclamation avec droit de vote (chacun de ces créanciers, un « **Créanciers ayant un droit de vote admissible** »), présent en personne ou par procuration.

Pour que le Plan soit approuvé et ait force obligatoire conformément à la LACC, la résolution doit être approuvée par une majorité en nombre de Créanciers visés représentant au moins les deux tiers en valeur des réclamations des Créanciers visés qui votent effectivement (en personne ou par procuration) sur la résolution de l'Assemblée (la « **Majorité requise** »).

Tous les Créanciers ayant un droit de vote admissible ont le droit de voter sur le Plan. Les votes exprimés par les Créanciers ayant une Réclamation avec droit de vote, tels que déterminés par le Contrôleur aux fins de vote uniquement, conformément à l'Ordonnance relative au traitement des réclamations, seront comptabilisés séparément par le Contrôleur. Les titulaires d'une Réclamation non visée ne seront pas autorisés à assister et à voter à l'Assemblée des créanciers.

Formulaires et procurations pour les Créanciers non garantis visés

Tout Créancier ayant un droit de vote admissible qui ne peut pas assister à l'Assemblée peut désigner un mandataire pour voter en son nom. Un formulaire de procuration est

inclus dans les Documents de l'Assemblée distribués par le Contrôleur à chaque Créancier visé.

Les procurations dûment complétées, datées et signées doivent être envoyées par courriel au Contrôleur ou, si elles ne peuvent être transmises par courriel, elle doivent être remises au Contrôleur à l'adresse de ce dernier indiquée sur le formulaire de procuration. Les procurations doivent être reçues par le Contrôleur **au plus tard à 17h00 (heure de Montréal) le 26 mars 2021.**

Avis d'audition d'homologation

DE PLUS, PRENEZ AVIS QUE si le Plan est approuvé par la Majorité requise des Créanciers visés lors de l'Assemblée, **les Requérantes ont l'intention de présenter virtuellement la Demande d'homologation devant la Cour chargée d'appliquer la LACC le ou vers le 6 avril 2021 (l'« Audition sur l'homologation »)**. Les détails de la vidéoconférence seront affichés sur le site web du Contrôleur et communiqués à la Liste de signification.

La Demande d'homologation visera à obtenir l'Ordonnance d'homologation devant homologuer le Plan aux termes de la LACC et à obtenir des mesures accessoires à la suite de cette homologation. Toute personne souhaitant s'opposer à la Demande d'homologation doit signifier aux parties figurant sur la Liste de signification affichée sur le site Web du Contrôleur et déposer auprès de la Cour une copie des documents devant être utilisés pour s'opposer à l'Ordonnance d'homologation **au plus tard le 31 mars 2021 à 17h00 (heure de Montréal)**, ou, le cas échéant, quatre Jours ouvrables avant toute Audition sur l'homologation ajournée ou remise.

L'ARTICLE 7 DU PLAN PRÉVOIT CERTAINES QUITTANCES ET INJONCTIONS QUI POURRAIENT AFFECTER SIGNIFICATIVEMENT VOS DROITS. VEUILLEZ RÉVISER CES DISPOSITIONS ATTENTIVEMENT.

Cet avis est donné par les Requérantes en vertu de l'Ordonnance relative à l'Assemblée. Des copies supplémentaires des Documents de l'Assemblée, y compris le Plan et le rapport du Contrôleur sur celui-ci, peuvent être obtenues sur le Site web du Contrôleur (<https://mnpdettes.ca/fr/restructuration-entreprise/mandats-courants-de-la-societe/flighthub-group/>), ou en faisant la demande auprès du Contrôleur par courrier électronique à montreal.flighthubgroup@mnp.ca .

Daté à Montréal, le ● 2021.

MNP Ltd.

Contrôleur nommé par la Cour

SCHEDULE "C" - PROXY

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT
Commercial Division**

No.: 500-11-058645-207

**IN THE MATTER OF THE PLAN OF
ARRANGEMENT AND COMPROMISE
OF:**

FLIGHTHUB GROUP INC.

- and -

FLIGHTHUB SERVICE INC.

- and -

SSFP CORP.

- and -

JUSTFLY INC.

- and -

JUSTFLY CORP.

- and -

11644670 CANADA INC.

Debtors/Applicants

- and -

MNP LTD

Monitor

AFFECTED CREDITORS AND PROXY AND VOTING FORM

Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Debtors dated March 3, 2021 (as may be further amended, supplemented and/or restated from time to time, the "**Plan**") accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Superior Court of Quebec (the "**CCAA Court**") on March 9, 2021.

In accordance with the Plan, Proxies may only be filed by Affected Creditors having a Voting Claim (the "**Eligible Voting Creditors**").

PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (EASTERN TIME) ON MARCH 26, 2021 (THE "PROXY DEADLINE").

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all proxies previously given, if any, and nominates, constitutes, and appoints Mr. Pierre Marchand of MNP Ltd., in its capacity as Monitor, or such Person as he, in his sole discretion, may designate or, instead of the foregoing, appoints:

(Print name of proxy holder if wishing to appoint someone other than Mr. Pierre Marchand)

to attend on behalf of and act for the Eligible Voting Creditor at the Creditors' Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Creditors' Meeting, and to vote the dollar value of the Voting Claim as determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

A. *(mark one only):*

Vote **FOR** approval of the resolution to accept the Plan; or

Vote **AGAINST** approval of the resolution to accept the Plan.

If a box is not marked as a vote for or against approval of the Plan and Mr. Pierre Marchand or his designate is appointed as proxy holder, this Proxy shall be voted for approval of the Plan.

– and –

B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments or variations to the matters identified in the notice of the Creditors' Meeting and in this Plan, and with respect to other matters that may properly presented at the Creditors' Meeting.

[signature page follows]

DATED AT _____, this _____ day of _____ 2021.

(Name of Eligible Voting Creditor)

Signature of authorized person
(indicate title or function, if any)

Signature of witness

(Please print name)

(Please print name)

SCHEDULE "C" - PROXY

**CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

COUR SUPÉRIEURE
(chambre commerciale)

No.: 500-11-058645-207

**DANS L'AFFAIRE DU PLAN DE
COMPROMIS ET D'ARRANGEMENT
DE :**

FLIGHTHUB GROUP INC.

- et -

FLIGHTHUB SERVICE INC.

- et -

SSFP CORP.

- et -

JUSTFLY INC.

- et -

JUSTFLY CORP.

- et -

11644670 CANADA INC.

Débitrices / Requérantes

- et -

MNP LTD

Contrôleur

CRÉANCIERS VISÉS ET FORMULAIRE DE PROCURATION DE VOTE

Avant de remplir cette procuration, veuillez lire attentivement les instructions ci-jointes pour bien remplir et renvoyer le formulaire.

Les termes en majuscules utilisés dans la présente sans y être autrement définis ont le sens qui leur est attribué dans le Plan de compromis et d'arrangement des Requérantes daté du 3 mars 2021 (dans sa version pouvant être modifiée, complétée et/ou mise à jour de nouveau à l'occasion, le « **Plan** ») qui a été accepté aux fins de dépôt en vertu de *la Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») auprès de la Cour supérieure du Québec (la « **Cour** ») le 9 mars 2021.

Conformément au Plan, seuls les Créanciers visés ayant une Réclamation avec droit de vote (les « **Créanciers ayant un droit de vote admissible** ») peuvent déposer des Procurations.

LES PROCURATIONS DÛMENT REMPLIES, DATÉES ET SIGNÉES, DOIVENT ÊTRE TRANSMISES PAR COURRIEL AU CONTRÔLEUR OU, SI ELLES NE PEUVENT ÊTRE TRANSMISES PAR COURRIEL, ELLES DOIVENT ÊTRE REMISES AU CONTRÔLEUR AU PLUS TARD À 17 H (HEURE DE L'EST), LE 30 MARS 2021 (LA « DATE LIMITE DE REMISE DES PROCURATIONS »).

LE CRÉANCIER AYANT UN DROIT DE VOTE ADMISSIBLE SOUSSIGNÉ révoque par les présentes toutes les Procurations antérieurement données, le cas échéant, et nomme et consitue **M. Pierre Marchand** de MNP Ltd, en sa qualité de Contrôleur, ou toute autre personne qu'il peut, à sa seule discrétion, désigner ou nommer à la place de la personne susmentionnée :

(Nom du Fondé de pouvoir désigné à la place de Mr. Pierre Marchand, le cas échéant)

pour assister et agir pour le compte et au nom du Créancier ayant droit de vote admissible à l'Assemblée des créanciers devant être tenue relativement au Plan et à tout ajournement, report ou autre déplacement de l'Assemblée des créanciers, et pour exercer les droits de vote correspondant à la valeur monétaire de la Réclamation avec droit de vote, selon ce qui est établi et accepté aux fins de vote, conformément à l'Ordonnance relative à l'Assemblée et au Plan, de la manière suivante :

A. *(cocher une seule case):*

Voter **POUR** l'approbation de la résolution visant l'acceptation du Plan; ou

Voter **CONTRE** l'approbation de la résolution visant l'acceptation du Plan.

Si aucune case n'est cochée pour indiquer un vote pour ou contre l'approbation du Plan et que M. Pierre Marchand ou son délégué est désigné comme Fondé de pouvoir, les droits de vote représentés par la présente procuration seront exercés pour l'approbation du Plan.

– et –

B. Voter à la discrétion du candidat et agir par ailleurs pour le compte du Créancier ayant un droit de vote admissible soussigné à l'égard des modifications qui pourraient être apportées aux questions inscrites dans l'ordre du jour dans l'avis de convocation à l'Assemblée des créanciers et dans le Plan, ainsi qu'à l'égard des autres questions qui pourraient être dûment soumises à l'Assemblée des créanciers.

[signatures à la page suivante]

DATÉ À _____, le _____ jour de _____ 2021.

(Nom du Créancier ayant un droit de vote admissible)

Signature de la personne autorisée
(Indiquer le titre ou la fonction, le cas échéant)

Signature du témoin

(Nom en caractères d'imprimerie)

(Nom en caractères d'imprimerie)

INSTRUCTIONS FOR COMPLETION OF PROXY

This Proxy should be read in conjunction with the Plan of Compromise and Arrangement of the Debtors dated March 3, 2021 (as it may be amended, restated or supplemented from time to time, the "**Plan**") accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Superior Court of Quebec (the "**CCAA Court**") on March 9, 2021 and the Meeting Order. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Plan.

Each Eligible Voting Creditor has the right to appoint a person (who need not be a Creditor) (a "**Proxy holder**") to attend, act and vote for and on behalf of such Eligible Voting Creditor and such right may be exercised by inserting the name of the Proxy holder in the blank space provided on the Proxy.

If no name has been inserted in the space provided to designate the Proxy holder on the Proxy, the Eligible Voting Creditor will be deemed to have appointed Mr. Pierre Marchand of MNP Ltd., in its capacity as Monitor (or such other Person as he, in his sole discretion, may designate), as the Eligible Voting Creditor's Proxy holder.

An Eligible Voting Creditor who has given a Proxy may revoke it by an instrument in writing executed by such Eligible Voting Creditor or by its attorney, duly authorized in writing or, if an Eligible Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor in each case before the Proxy Deadline.

If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.

A valid Proxy from the same Eligible Voting Creditor bearing or deemed to bear a later date than this Proxy will be deemed to revoke this Proxy. If more than one valid Proxy from the same Eligible Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote.

This Proxy confers discretionary authority upon the Proxy holder with respect to amendments or variations to the matters identified in the notice of the Meeting and in the Plan, and with respect to other matters that may properly come before the Meeting.

The Proxy holder shall vote the Eligible Voting Claim of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing him/her on any ballot that may be called for at the applicable Meeting. **IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN, AND MR. PIERRE MARCHAND OR HIS DESIGNATE IS APPOINTED AS PROXY HOLDER, THIS PROXY WILL BE VOTED FOR THE RESOLUTION TO APPROVE THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO. IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN AND APPOINTS A PROXY HOLDER OTHER THAN MR. PIERRE MARCHAND OR**

HIS DESIGNATE, THE PROXY HOLDER MAY VOTE ON THE RESOLUTION AS HE OR SHE DETERMINES AT THE APPLICABLE MEETING.

If the Eligible Voting Creditor is an individual, this Proxy must be signed by the Eligible Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Eligible Voting Creditor's behalf. If the Eligible Voting Creditor is a corporation, partnership or trust, this Proxy must be signed by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust or on behalf of another individual at a Meeting, you must have been appointed as a Proxy holder by a duly completed Proxy submitted to the Monitor by the Proxy Deadline. You may be required to provide documentation evidencing your power and authority to sign this Proxy.

PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (MONTRÉAL TIME) ON MARCH 26, 2021 (THE "PROXY DEADLINE").

By email: montreal.fliothubgroup@mp.ca

By mail or courier: MNP Ltd., as Monitor of FlightHub Group et al.
1155, René-Lévesque Blvd. W.
23rd Floor
Montréal, Québec H3B 2K2

Attention: Mr. Pierre Marchand

The Debtors and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed by the Meeting Order.

INSTRUCTIONS POUR REMPLIR LA PROCURATION

La présente Procuration doit être lue à la lumière du Plan de compromis et d'arrangement des Requérantes daté du 3 mars 2021 (dans sa version modifiée, mise à jour ou complétée à l'occasion, le « **Plan** ») qui a été accepté aux fins de dépôt en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») par la Cour supérieure du Québec (la « **Cour** ») le 9 mars 2021 et de l'Ordonnance relative à l'Assemblée. Les termes en majuscules utilisés dans les présentes sans y être autrement définis ont le sens qui leur est attribué dans le Plan.

Chaque Créancier ayant droit de vote admissible a le droit de nommer une personne (qui n'est pas tenu d'être un Créancier) (un « **Fondé de pouvoir** ») pour assister, agir et voter pour son compte et en son nom et ce droit peut être exercé en inscrivant le nom du Fondé de pouvoir dans l'espace en blanc prévu à cette fin dans la procuration.

Si aucun nom n'a été inscrit dans l'espace prévu dans la Procuration pour désigner un Fondé de pouvoir, le Créancier ayant un droit de vote admissible sera réputé comme ayant désigné M. Pierre Marchand de MNP Ltd, en sa qualité de Contrôleur (ou toute autre personne qu'il peut, à sa seule discrétion, désigner), comme Fondé de pouvoir du Créancier ayant un droit de vote admissible.

Un Créancier ayant un droit de vote admissible qui a donné une Procuration peut la révoquer au moyen d'un instrument écrit signé par lui-même ou par son mandataire, dûment autorisé par écrit ou, si le Créancier ayant un droit de vote admissible n'est pas une personne physique, par un dirigeant ou un mandataire de celui-ci dûment autorisé, et déposé auprès du Contrôleur dans chaque cas avant la Date limite de remise des Procurations.

Si la présente Procuration n'est pas datée dans l'espace prévu à cette fin, elle est réputée porter la date à laquelle elle est reçue par le Contrôleur.

Une Procuration valide reçue du même Créancier ayant un droit de vote admissible, portant ou étant réputée porter une date postérieure à celle de la présente Procuration, sera réputée révoquer cette procuration. Si plus d'une Procuration valide émanant du même Créancier ayant un droit de vote admissible et portant ou étant réputées porter la même date est reçue par le contrôleur avec des instructions contradictoires, ces Procurations ne seront pas prises en compte aux fins du vote.

La présente procuration confère un pouvoir discrétionnaire au Fondé de pouvoir à l'égard des modifications ou des variations qui pourraient être apportées aux questions inscrites à l'ordre du jour dans l'avis de convocation à l'Assemblée et dans le Plan, ainsi qu'à l'égard des autres questions qui pourraient être dûment soumises à l'Assemblée.

Le Fondé de pouvoir doit exercer les droits de vote représentés par la Réclamation avec droit de vote du Créancier ayant un droit de vote admissible en conformité avec les instructions du Créancier ayant un droit de vote admissible qui le nomme dans le cadre de tout scrutin à l'Assemblée applicable. **SI UN CRÉANCIER AYANT UN DROIT DE VOTE ADMISSIBLE OMET DE DONNER, DANS LA PRÉSENTE PROCURATION, INSTRUCTION DE VOTER POUR OU CONTRE L'APPROBATION DE LA**

RÉSOLUTION VISANT L'ACCEPTATION DU PLAN, ET QUE M. PIERRE MARCHAND OU SON DÉLÉGUÉ EST NOMMÉ FONDÉ DE POUVOIR, LES DROITS DE VOTE REPRÉSENTÉS PAR LA PRÉSENTE PROCURATION SERONT EXERCÉS POUR LA RÉSOLUTION VISANT À APPROUVER LE PLAN, Y COMPRIS TOUTES LES MODIFICATIONS ET TOUS LES AJOUTS QUI Y SONT APPORTÉS. SI UN CRÉANCIER AYANT UN DROIT DE VOTE ADMISSIBLE OMET DE DONNER, DANS LA PRÉSENTE PROCURATION, INSTRUCTION DE VOTER POUR OU CONTRE L'APPROBATION DE LA RÉSOLUTION VISANT L'ACCEPTATION DU PLAN ET NOMME UN FONDÉ DE POUVOIR AUTRE QUE M. PIERRE MARCHAND OU SON DÉLÉGUÉ, LE FONDÉ DE POUVOIR PEUT VOTER À SA DISCRÉTION SUR LA RÉSOLUTION À L'ASSEMBLÉE APPLICABLE.

Si le Créancier ayant droit de vote admissible est une personne physique, la présente Procuration doit être signée par celui-ci ou par son signataire dûment autorisée (par procuration) à signer au nom du Créancier ayant droit de vote admissible. Si le Créancier ayant le droit de vote admissible est une société par actions, une société de personnes ou une fiducie, la présente procuration doit être signée par un dirigeant ou un mandataire dûment autorisé de la société par actions, de la société de personnes ou de la fiducie. Si vous votez pour le compte d'une société par actions, d'une société de personnes ou d'une fiducie ou pour le compte d'une autre personne à une Assemblée, vous devez avoir été désigné comme Fondé de pouvoir au moyen d'une procuration dûment remplie et soumise au Contrôleur avant la Date limite de remise des Procurations. Vous pourriez devoir présenter une preuve documentaire de votre pouvoir de signer la présente Procuration.

LES PROCURATIONS DÛMENT REMPLIES, DATÉES ET SIGNÉES, DOIVENT ÊTRE TRANSMISES PAR COURRIEL AU CONTRÔLEUR OU, SI ELLES NE PEUVENT ÊTRE TRANSMISES PAR COURRIEL, ELLES DOIVENT ÊTRE REMISES AU CONTRÔLEUR AU PLUS TARD À 17 H (HEURE DE MONTRÉAL) LE 26 MARS 2021 (LA « DATE LIMITE DE REMISE DES PROCURATIONS »).

Par courriel : montreal.flighthubgroup@mdp.ca

Par la poste ou par messagerie : MNP Ltd., à titre de Contrôleur de FlightHub Group et al.
1155, boul. René-Lévesque O.
23^e étage
Montréal, Québec H3B 2K2

Attention: Mr. Pierre Marchand

Les Requérantes et le Contrôleur sont autorisés à utiliser une discrétion raisonnable quant à l'adéquation de la conformité à l'égard de la manière dont toute procuration est remplie et signée, et peuvent renoncer au strict respect des exigences relatives aux délais imposés par l'Ordonnance relative à l'Assemblée.

SCHEDULE “D” – REGISTRATION FORM

REGISTRATION FORM TO THE CREDITORS’ MEETING

*In the Matter of the Plan of Compromise and Arrangement of:
FlightHub Group Inc. et. als.*

Name of the Creditor: _____

Name of the Creditor’s Representative: _____

Email Address: _____

Phone Number: _____

Signature: _____

Please note that to attend the creditors’ meeting, you must send this form to the monitor by email to the following address: montreal.flighthubgroup@mp.ca , **no later than 5:00 p.m. (Montreal time) on March 26, 2021.**

SCHEDULE “D” – REGISTRATION FORM

FORMULAIRE D’INSCRIPTION À L’ASSEMBLÉE DES CRÉANCIERS

*En ce qui concerne le Plan de compromis et d’arrangement :
FlightHub Group Inc. et. als.*

Nom du Créancier :

Nom du représentant du Créancier :

Adresse courriel :

Numéro de téléphone :

Signature :

Veillez noter que pour assister à l'Assemblée des créanciers, vous devez envoyer ce formulaire au contrôleur par courriel à l'adresse suivante : montreal.flighthubgroup@mp.ca , au plus tard à 17 h (heure de Montréal) le 26 mars 2021.

SCHEDULE "E" – FORM OF RESOLUTION

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT
Commercial Division**

No.: 500-11-058645-207

**IN THE MATTER OF THE PLAN OF
ARRANGEMENT AND COMPROMISE
OF:**

FLIGHTHUB GROUP INC.

- and -

FLIGHTHUB SERVICE INC.

- and -

SSFP CORP.

- and -

JUSTFLY INC.

- and -

JUSTFLY CORP.

- and -

11644670 CANADA INC.

Debtors/Applicants

- and -

MNP LTD

Monitor

RESOLUTION OF AFFECTED CREDITORS AT THE CREDITORS' MEETING

BE IT RESOLVED THAT:

1. the Plan of Compromise and Arrangement dated ●, 2021 filed by the Petitioner under the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as may be further amended, restated or supplemented from time to time in accordance with its terms (the "**Plan**"), which Plan has been presented to this Meeting, be and is hereby accepted, approved and authorized;
2. any director or officer of any of the Debtors be and is hereby authorized, empowered and instructed, acting for, and in the name of and on behalf of all of the Debtors, to execute and deliver, or cause to be executed and delivered, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer determines to be necessary

or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors or officers of such documents, agreements or instruments or the doing of any such act or thing.

3. notwithstanding that this Resolution has been passed and the Plan has been approved by the Affected Creditors and the Court, the directors of any of the Debtors be and are hereby authorized and empowered to amend the Plan or not proceed to implement the Plan subject to and in accordance with the terms thereof.

SCHEDULE "E" – FORM OF RESOLUTION

**CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

COUR SUPÉRIEURE
(Chambre commerciale)

No.: 500-11-058645-207

**DANS L'AFFAIRE DU PLAN DE
COMPROMIS ET D'ARRANGEMENT
DE :**

FLIGHTHUB GROUP INC.

- et -

FLIGHTHUB SERVICE INC.

- et -

SSFP CORP.

- et -

JUSTFLY INC.

- et -

JUSTFLY CORP.

- et -

11644670 CANADA INC.

Débitrices / Requérantes

- et -

MNP LTD

Contrôleur

**RÉSOLUTION DES CRÉANCIERS VISÉS LORS DE L'ASSEMBLÉE DES
CRÉANCIERS**

IL EST RÉSOLU QUE:

1. le Plan de compromis et d'arrangement daté le ● 2021 déposé par les Requérantes conformément aux dispositions de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC1985, c C-36, dans sa version modifiée ou mise à jour à l'occasion en vertu de ses modalités (le « **Plan** »), qui a été présenté à cette Assemblée, est par les présentes accepté, approuvé et autorisé;
2. tout administrateur ou dirigeant de l'une des Requérantes soit, et est par les présentes, autorisé, habilité et instruit, agissant au nom et pour le compte des Requérantes, à signer et à remettre, ou à faire en sorte que soient signés et remis, tous les documents, conventions et instruments et à accomplir ou faire

accomplir tous les autres actes et choses que cet administrateur ou ce dirigeant juge nécessaires ou souhaitables pour exécuter le Plan, cette détermination étant attestée de façon concluante par la signature et la remise par ces administrateurs ou dirigeants de ces documents, conventions ou instruments ou par l'accomplissement de tout acte ou chose.

3. nonobstant le fait que la présente Résolution ait été adoptée et que le Plan ait été approuvé par les Créanciers visés et la Cour, les administrateurs des Requérantes sont par les présentes autorisés et habilités à modifier le Plan ou à ne pas procéder à la mise en œuvre du Plan sous réserve et conformément aux modalités de celui-ci.

SCHEDULE "F" – CONVENIENCE CLASS ELECTION

TO: MNP LTD, in its capacity as Monitor to FlightHub Group Inc. et. als.

In connection with the Plan of Compromise and Arrangement of FlightHub Group Inc. et. als. pursuant to the *Companies' Creditors Arrangement Act* (Canada) dated March 3, 2021 (as amended, restated, modified and/or supplemented from time to time, the "**Plan**"), the undersigned hereby elects to be treated as a Convenience Class Creditor and thereby to receive the lesser of (A) CA\$5,000 or (B) the amount of its Convenience Class Claim in full and final satisfaction of the Proven Claim(s) of the undersigned, and hereby acknowledges that the undersigned shall be deemed to vote its Voting Claim(s) in favour of the Plan at the Creditors' Meeting.

For the purposes of this election, terms not defined herein shall have the meanings ascribed thereto in the Plan.

DATED at _____ this _____ day of _____ 2021

AFFECTED CREDITOR'S SIGNATURE:

(Print Legal Name of Affected Creditor)

(Print Legal Name of Assignee, if applicable)

(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the Affected Creditor/Assignee)

(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)

(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

SCHEDULE "F" – CONVENIENCE CLASS ELECTION

A: MNP LTD, en sa capacité de Contrôleur de FlightHub Group Inc. et. als.

En lien avec le Plan d'arrangement et de compromis de FlightHub Group Inc. et. als. en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (Canada) daté du 3 mars 2021 (tel qu'amendé, refondu, modifié et/ou supplémenté de temps à autre, le « **Plan** »), le soussigné choisi par la présente d'être traité en tant que Créancier de commodité et par conséquent de recevoir le moindre de (A) 5 000 \$CA ou (B) le montant de sa Réclamation de commodité, le tout à titre de règlement final de la ou des Réclamation(s) prouvée(s) du soussigné, et reconnaît par la présente que le soussigné sera réputé avoir voté sa Réclamation aux fins de vote en faveur du Plan lors de l'Assemblée des créanciers.

Pour les fins du présent avis, les termes non définis à la présente ont le sens qui leur est attribué dans le Plan.

DATÉ à _____ ce _____ jour de _____ 2021

SIGNATURE DU CRÉANCIER AFFECTÉ:

(Nom légal du Créancier affecté en Lettres Moulées)

(Nom du Cessionnaire, si applicable, en Lettres Moulées)

(Signature du Créancier affecté/Cessionnaire ou de l'Officier autorisé aux fins de Signature du Créancier affecté/Cessionnaire)

(Nom et Titre de l'Officier autorisé aux fins de signature du Créancier affecté/Cessionnaire, si applicable)

(Numéro de Téléphone et Courriel du Créancier affecté/Cessionnaire ou de l'Officier autorisé aux fins de Signature du Créancier affecté/Cessionnaire)

SCHEDULE "G" – PLAN OF COMPROMISE OR ARRANGEMENT

Court no. 500-11-058645-207

IN THE MATTER OF THE PLAN OF ARRANGEMENT AND COMPROMISE OF:

**FLIGHTHUB GROUP INC.
FLIGHTHUB SERVICES INC.
SSFP CORP.
JUSTFLY INC.
JUSTFLY CORP.
11644670 CANADA INC.**

PLAN OF COMPROMISE AND ARRANGEMENT

March 3, 2021

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PLAN OF COMPROMISE AND ARRANGEMENT

WHEREAS

1. FlightHub Group Inc., FlightHub Service Inc., SSFP Corp, JustFly Inc., JustFly Corp. and 11644670 Canada Inc. (collectively, the “**Debtors**”) are insolvent;
2. On April 30, 2020, JustFly Inc. filed a notice of intention to make a proposal under the *BIA* and on May 8, 2020, the Debtors obtained an Order (as amended and restated on May 19, 2020, the “**Initial Order**”) of the Superior Court of Québec, sitting in the Commercial Division, in the judicial district of Montréal (the “**Court**”), pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”);
3. The Initial Order appointed MNP Ltd. (the “**Monitor**”) to act as monitor of the Debtors and granted the Debtors the authority to file a plan of compromise and arrangement with their creditors, in accordance with the CCAA;
4. On June 19, 2020, the Debtors obtained an Order from the Court (the “**Claims Procedure Order**”), which, among other things, established a procedure for the solicitation and determination of Claims against the Debtors and their Directors;
5. Pursuant to the Claims Procedure Order, all Persons holding Affected Claims against the Debtors and their Directors were ordered to file a Proof of Claim with the Monitor on or before the Claims Bar Date; and
6. Defined terms used above and not otherwise defined have the meanings ascribed thereto below.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan (including the Schedules hereto), unless otherwise stated or unless the subject matter or context otherwise requires:

“**Administration Charge**” has the meaning ascribed to such term in the Initial Order;

“**Administration Claim**” means a claim or any other indebtedness or obligation secured by the Administration Charge;

“**Affected Claim**” means any Claim other than an Unaffected Claim, and for greater certainty, shall include any Claim by the Commissioner, both against the Debtors as well as against the Sponsors, in their individual capacity;

“**Affected Creditor**” means any Creditor with an Affected Claim, but only with respect to and to the extent of such Affected Claim;

“**Applicable Law**” means any law (including any principle of civil law, common law or equity), statute, Order, decree, judgment, rule, regulation, ordinance, or other pronouncement having the effect of law, whether in Canada or any other country or any domestic or foreign province, state, city, county or other political subdivision;

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;

“**Business**” means the direct and indirect business operations and activities of the Debtors and their affiliates;

“**Business Day**” means any day on which commercial banks are generally open for business in Montreal, Québec, other than a Saturday, a Sunday or a day observed as a holiday in Montreal under the laws of the Province of Québec or the federal laws of Canada applicable therein;

“**CBCA**” means the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44;

“**CCAA**” has the meaning ascribed thereto in the recitals;

“**CCAA Charges**” has the meaning ascribed to such term in the Initial Order;

“**CCAA Proceedings**” means the proceedings under the CCAA in respect of the Debtors;

“**Claim**” means any right or claim of any Person against the Debtors in connection with any indebtedness, liability or obligation of any kind whatsoever, whether 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, by warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract, a trust, howsoever created or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, 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 existed on the Determination Date (including a Claim which relates to any time period prior to the Determination Date), together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the BIA, including, without limitation, any Restructuring Claim;

“**Claim Against the Directors**” means any Claim against a Director pursuant to paragraph 5.1(1) of the CCAA;

“**Claims Bar Date**” means the claims bar date for Claims against the Debtors and the Directors as set out in the Claims Procedure Order;

“Claims Procedure Order” has the meaning ascribed thereto in the recitals;

“Commissioner” means the Commissioner of Competition responsible for the administration and enforcement of the *Competition Act*, R.S.C., 1985, c. C-34;

“Conditions Precedent” means the conditions precedent to the implementation of the Plan set out in Article 8.3 of the Plan;

“Consent Agreement” means the consent agreement signed on February 12, 2021 by the Commissioner, as well as by FlightHub Group Inc., Matthew Keezer and Nicholas Hart, and registered with the Competition Tribunal;

“Contribution” means an aggregate CA\$4,000,000 contributed by the Sponsors and the Investor or such other greater amount as may be agreed to by the Sponsors and the Investor, in their sole discretion;

“Convenience Class” has the meaning ascribed to it in Article 3.2 of the Plan;

“Convenience Class Claim” means one or more Proven Claims of a Convenience Class Creditor;

“Convenience Class Creditor” means an Affected Creditor having a Proven Claim, who elects, or is deemed to have elected, to form part of the Convenience Class pursuant to Article 3.2 of the Plan;

“Creditor” means any Person asserting a Claim and may, where the context requires, include the assignee of such Claim or a personal representative, agent, mandatary, trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

“Creditors’ Meeting” means the meeting or meetings of Affected Creditors to be convened and held pursuant to the Meeting Order, for the purpose of considering and voting upon the Plan and includes any adjournment, postponement or rescheduling of such meeting or meetings;

“Court” has the meaning ascribed thereto in the recitals;

“Debtors” has the meaning ascribed thereto in the recitals;

“Debtors’ Released Claims” has the meaning ascribed to it in Article 7.1(a) of the Plan;

“Debtors’ Released Party” has the meaning ascribed to it in Article 7.1(a) of this Plan;

“Determination Date” means (i) for JustFly Inc., April 30, 2020, and (ii) for FlightHub Group Inc., FlightHub Service Inc., SSFP Corp., JustFly Corp. and 11644670 Canada Inc., May 8, 2020;

“Director” means the Persons that were directors of any of the Debtors prior to or as of the Determination Date;

“Disputed Claim” means that portion of an Affected Claim of an Affected Creditor in respect of which a Proof of Claim has been filed in accordance with the Claims Procedure Order, and which is the subject of negotiation with the Monitor or adjudication before the Court, and that at any particular time, has not been finally determined to be a Proven Claim in whole or in part, or is subject to a revision or disallowance that is contested in accordance with the Claims Procedure Order, or any other Order made in the CCAA Proceedings and as such is not a Proven Claim in whole or in part;

“Distribution Date” means the date or dates from time to time set in accordance with the provisions of the Plan at the sole and absolute discretion of the Monitor to effect distributions in respect of the Proven Claims of the Affected Creditors;

“Employees” means any and all former and current employees of the Debtors, including, for greater certainty and without limiting the generality of the foregoing, (i) full-time, part-time or temporary employees, (ii) employees who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers’ compensation and other statutory leaves), and (iii) employees being the object of a temporary or permanent layoff;

“Employee Priority Claim” means of the following Claims of Employees:

- (a) Claims equal to the amounts that such Employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if the Debtors had become bankrupt on the Determination Date; and
- (b) Claims for wages, salaries, commissions or compensation for services rendered by them after the Determination Date and on or before the Plan Sanction Date;

“Excluded Claim” means any right or claim that would otherwise be a Claim that is:

- (a) a Claim enumerated in sections 5.1(2) and 19(2) of the CCAA, to the extent it is ordered by the Court to be treated as an Excluded Claim;
- (b) a Claim secured by any of the CCAA Charges, including the Administration Charge;
- (c) an Intercompany Claim;
- (d) a Claim against the Debtors that is held by any of the Sponsors; and
- (e) a Secured Claim.

“Final Order” means a final order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which any appeal periods relating thereto shall have expired;

“Governmental Authority” means any (i) multinational, national, provincial, state, regional, municipal, local or other government, governmental or public

department, ministry, central bank, court, tribunal, arbitral body, commission, board, official, minister, bureau or agency, domestic or foreign, (ii) subdivision, agent, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, including the Commissioner;

“Government Priority Claims” means all Claims of Governmental Authorities in respect of amounts that are outstanding and that are of a kind that could be subject to a demand on or before the Distribution Date under:

- (f) subsections 224(1.2) and 224(1.3) of the Tax Act;
- (g) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the Tax Act and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or employee’s premium or employer’s premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (h) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Tax Act; or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

“Investor” means 11656511 Limited Partnership, acting through its general partner 11656511 Canada Inc. or any other Person nominated by it;

“Intercompany Claims” means any claim against a Debtor that is held by another Debtor, or that is held by any other entity that is controlled, directly or indirectly, by the shareholders of the Debtors;

“Meeting Order” means the Order to be made by the Court under and pursuant to the CCAA that, among other things, establishes procedures for the Creditors’ Meeting, as same may be amended, restated or varied from time to time;

“Monitor” has the meaning ascribed thereto in the recitals;

“Monitor’s Certificate” means the certificate to be filed by the Monitor, declaring that all of the Conditions Precedent to implementation of the Plan have been satisfied or waived and the Contribution has been remitted to the Monitor;

“Monitor’s Website” means the following website:
<https://mnpdebt.ca/en/corporate/corporate-engagements/flighthub-group;>

“Order” means any order of the Court;

“Outside Date” has the meaning ascribed to it in Article 4.3 of this Plan;

“Person” is to be broadly interpreted and includes, without limitation, an individual, a partnership, a corporation, a trust, a joint venture, any governmental authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other representatives of an individual in such capacity;

“Plan” means this *Plan of Arrangement and Compromise* filed by the Debtors under and pursuant to the CCAA, as such Plan may be amended, varied or supplemented from time to time by the Debtors, acting reasonably, all in accordance with the terms hereof;

“Plan Implementation Date” means the Business Day that is five (5) Business Days after the day on which all of the Conditions Precedent have been fulfilled or, to the extent permitted pursuant to the terms and conditions of the Plan, waived, as evidenced by the Monitor’s Certificate to be filed with the Court;

“Plan Modification” has the meaning ascribed to it in Article 9.3 of this Plan;

“Plan Sanction Date” means the date that the Sanction Order is made by the Court;

“Post-Filing Trade Payables” means post-Determination Date trade payables that were incurred by the Debtors (i) after the Determination Date and before the Plan Implementation Date, and (ii) in the ordinary course of Business;

“Proof of Claim” means the form to be completed and filed by a Creditor pursuant to the Claims Procedure Order, by the applicable Claims Bar Date, setting forth its applicable Claim;

“Proven Claim” means a Claim of an Affected Creditor as finally determined for voting and distribution purposes in accordance with the Claims Procedure Order, the Meeting Order and the Plan;

“Released Claims” has the meaning ascribed to it in Article 7.1(b) of this Plan;

“Released Parties” has the meaning ascribed to it in Article 7.1(b) of this Plan;

“Reorganization” means the corporate reorganization of the Debtors and certain other Persons carried out pursuant to the terms and conditions set out in the Reorganization Steps Notice;

“Reorganization Steps Notice” means the notice describing in detail the steps of the Reorganization, as such notice may be amended, restated or varied from time to time with the prior consent of the Monitor and which shall be posted on the Monitor’s Website;

“Required Majority” means a majority in number of Affected Creditors who represent at least two-thirds in value of the Voting Claims of such Affected Creditors who actually vote on the Resolution (in person or by proxy) at the Creditors’ Meeting;

“Resolution” means the resolution approving the Plan presented to the Affected Creditors for consideration at the Creditors’ Meeting;

“Restructuring Claim” means any right or claim of any Person against the Debtors in connection with any indebtedness or obligation of any kind owed to such Person arising out of the Debtors’ disclaimer, rescission, termination of any contract, lease or other agreement whether written or oral, and includes any right or claim resulting, directly or indirectly, from the consequences and effects of the Plan’s acceptance by the Affected Creditors, the Plan’s sanction by the Sanction Order, the Plan’s implementation; provided, however, that a Restructuring Claim shall not include an Excluded Claim. For greater certainty, a Restructuring Claim is an Affected Claim;

“Sanction Hearing” means the Court hearing on the Debtors’ application for the Sanction Order;

“Sanction Order” means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions and releases contemplated thereunder, which shall be a Final Order;

“Secured Claim” means a claim of a Secured Creditor;

“Secured Creditor” has the meaning ascribed to it in the CCAA;

“Sponsors” means Matthew Keezer and Nicholas Hart, acting in their personal capacity;

“Sponsors’ Released Claims” has the meaning ascribed to it in Article 7.1(b) of this Plan;

“Tax” means any and all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer, health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers’ compensation premiums, together with any instalments with respect thereto, and any interest, penalties, fines, fees, other charges and additions with respect thereto;

“**Tax Act**” means the *Income Tax Act* (Canada) and the legislations promulgated thereunder, as amended from time to time;

“**Tax Obligation**” means any amount of Tax owing by a Person to a Taxing Authority;

“**Tax Statutes**” means section 159 of the Tax Act, section 270 of the *Excise Tax Act*, section 14 of the *Tax Administration Act (Quebec)*, or any other similar, federal, provincial or territorial tax legislation;

“**Taxing Authorities**” means anyone of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and “**Taxing Authority**” means any one of the Taxing Authorities, as well as any corresponding taxing authorities of a foreign jurisdiction;

“**Unaffected Claim**” means:

- (a) any Employee Priority Claim;
- (b) any Government Priority Claim;
- (c) any Post-Filing Trade Payables; and
- (d) any Excluded Claim.

“**Unaffected Creditor**” means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

“**Undelivered Distribution**” has the meaning ascribed to it in Article 5.9 of the Plan.

“**Unsecured Creditors’ Class**” has the meaning ascribed to it in Article 3.1 of the Plan;

“**US Bankruptcy Code**” means Title 11 of the United States Code (U.S.C.);

“**US Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware;

“**US Bankruptcy Proceedings**” means the proceedings commenced by FHG, as foreign representative for the Debtors, pursuant to Chapter 15 of the US Bankruptcy Code before the US Bankruptcy Court;

“**Voting Claim**” means the amount of the Affected Claim of an Affected Creditor as finally determined for voting purposes entitling such Affected Creditor to vote

at the Creditors' Meeting in accordance with the provisions of the Claims Procedure Order and Meeting Order, the Plan and the CCAA, and includes, for greater certainty, a Proven Claim;

"Withholding Obligation" has the meaning ascribed to it in Article 5.8c) of the Plan.

1.2 Interpretation

For the purposes of the Plan:

- (a) any reference to a time in the Plan and in any document issued pursuant thereto means prevailing local time in Montreal, Québec, Canada, unless otherwise stipulated;
- (b) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (c) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;
- (d) unless otherwise specified, the words "hereof", "herein" and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan;
- (e) the division of the Plan into "articles" and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of "articles" intended as complete or accurate descriptions of the content thereof;
- (f) the use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of the Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (g) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (h) the deeming provisions are not rebuttable and are conclusive and irrevocable; and
- (i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force

from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

1.3 Date and Time for any Action

For purposes of the Plan:

- (a) In the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (b) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose and Background

The purpose of the Plan is to effect compromise, settlement and payment of all Affected Claims as finally determined for voting and distribution purposes as well as to effect the Reorganization, in order to enable the Business of the Debtors to continue with the expectation that all Persons with an economic interest in the Debtors will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy.

2.2 Persons Affected

The Plan provides for the compromise of Affected Claims, as well as a full and final release of all Released Claims against the Released Parties. On the Plan Implementation Date, each Affected Claim, as well as all Released Claims against the Released Parties, will be fully and finally compromised, released, settled and discharged under the Plan. The Plan shall be binding on and enure to the benefit of the Debtors, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan.

2.3 Persons Not Affected

For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of their Unaffected Claims. Unaffected Claims shall not be compromised, released, discharged, cancelled or barred by the Plan.

ARTICLE 3 CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Claims Procedure

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under the Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA, the Plan and any further Order of the Court.

3.2 Classification of Creditors

For the purpose of considering and voting on the Plan, the Affected Creditors shall constitute a single class, the “**Unsecured Creditors’ Class**”.

For the purpose of receiving distribution under the Plan, the Affected Creditors who are not Employees and who have a Proven Claim shall have the option to elect to form part of the “**Convenience Class**”, by sending written notice of such election to the Monitor by no later than 5:00 p.m. on the Proxy Deadline (as defined in the Meeting Order), failing which they will be deemed to form part of the Unsecured Creditor’s Class for the purpose of receiving distribution under the Plan.

For the purpose of receiving distribution under the Plan, the Affected Creditors who are Employees and who have a Proven Claim will be deemed to form part of the Convenience Class.

3.3 Claims of Affected Creditors / Convenience Class Creditors

Affected Creditors who have proven their Affected Claims in accordance with the Claims Procedure Order and the CCAA will be entitled to:

- (a) vote their Voting Claim at the Creditors’ Meeting in respect of the Resolution to adopt the Plan; and
- (b) receive the rights and distributions provided for under and pursuant to the Plan and the Sanction Order, in accordance with the CCAA.

Convenience Class Creditors who have proven their Affected Claims in accordance with the Claims Procedure Order and the CCAA will be:

- (a) deemed to vote in favour of the Plan, provided, however, that Convenience Class Creditors who are Employees retain the right to vote against the Plan at the Creditors’ Meeting; and
- (b) entitled to receive the rights and distributions provided for under and pursuant to the Plan and the Sanction Order, in accordance with the CCAA.

For greater certainty, Convenience Class Creditors who are Employees and who do not vote in person or by proxy at the Creditors’ Meeting, shall be deemed to have voted in favour of the Plan.

3.4 Unaffected Claims

Unaffected Creditors will not receive any consideration or distributions under the Plan in respect of their Unaffected Claims, and they shall not be entitled to vote on the Plan at the Creditors' Meeting in respect of their Unaffected Claims.

The following treatment shall be afforded to specific categories of Unaffected Claims:

- (a) Employee Priority Claims, if any, will be paid in such amounts as required under the CCAA immediately after the Plan Sanction Date;
- (b) Government Priority Claims, if any, will be paid in full by the Applicant within 6 months immediately following the Plan Sanction Date;
- (c) Post-Filing Trade Payables will be paid in full by the Debtors in the normal course of their Business, as and when they become due;
- (d) Excluded Claims, if any, will remain in full force and effect in accordance with their terms after the Plan Implementation Date, and will be paid in full by the Debtors in the normal course of their Business, as and when they become due.

3.5 Creditors' Meeting

The Creditors' Meeting shall be held in a virtual-only format in accordance with the Plan, the Meeting Order and any further Order of the Court. The only Persons entitled to attend the Creditors' Meeting shall be representatives of the Debtors and their legal counsel and advisors, the Monitor and its legal counsel and all other Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting and their legal counsel and advisors, subject to being duly registered to attend the Creditors' Meeting, the whole in accordance with the Plan, the Meeting Order and any further Order of the Court.

3.6 Procedure for Valuing and Voting Claims

The procedure for the filing and adjudication of Claims is set forth in the Claims Procedure Order.

Each Affected Creditor in the Unsecured Creditors' Class who is entitled to vote at the Creditors' Meeting, pursuant to and in accordance with the Claims Procedure Order and Meeting Order, the Plan and the CCAA, shall be entitled to one vote equal to the dollar value of its Affected Claim or the aggregate value of all its Affected Claims (without regard as to whether the Affected Claims are against the same or different Debtors), as the case may be, determined as a Voting Claim.

Convenience Class Creditors shall be deemed to vote in favour of the Plan.

3.7 Approval by Creditors

In order to be approved, the Plan must receive an affirmative vote in the Required Majority of the Unsecured Creditors' Class.

3.8 Interest

Interest shall not accrue or be paid on Affected Claims after the Determination Date, and no holder of an Affected Claim shall be entitled to interest accruing nor to fees and expenses incurred in respect of an Affected Claim on or after the Determination Date and any Claims in respect of interest accruing or fees and expenses incurred on or after the Determination Date shall be deemed to be forever extinguished and released.

ARTICLE 4 CONTRIBUTIONS

4.1 Contributions

Subject to the Conditions Precedent having been met by no later than the Outside Date, the following amounts will be funded towards the Plan, in accordance with an investment structure to be determined and approved by the Sponsors, the Investor and the Debtors, in consultation with the Monitor:

- (a) each Sponsor will contribute, in cash, CA\$500,000; and
- (b) the Investor will contribute, in cash, an amount equal to the Contribution minus the amounts contributed by the Sponsors.

4.2 Maximum Contribution

The maximum amount to be contributed by the Sponsors under this Plan is capped at CA\$1,000,000 and the maximum amount to be contributed by the Investor under the Plan is CA\$3,000,000. Under no circumstances shall any provision of this Plan be interpreted as a representation or an undertaking, express or implied, that the Sponsors, the Investor or the Debtors have undertaken to provide any funding over and above the amount of the Contribution.

4.3 Timeline

The provision and distribution of the Contribution by the Sponsors and the Investor is subject to the fulfillment of the Conditions Precedent to the implementation of the Plan, as set out in Article 8.3, no later than May 31, 2021 (the "**Outside Date**") which Outside Date may be extended by the Sponsors, in their sole and absolute discretion, by written notice by email to the Monitor at pierre.marchand@mnp.ca with a copy to the CCAA Service List.

ARTICLE 5 DISTRIBUTIONS AND PAYMENTS

5.1 Distribution of the Contribution

The Contribution will be distributed by the Monitor, as soon as practicable after the Plan Implementation Date, as follows:

- a) First, to pay in full the Employee Priority Claims and the Government Priority Claims;
- b) Second, to pay to each Convenience Class Creditor a distribution equal to the lesser of (A) CA\$5,000, or (B) the amount of its Convenience Class Claim;
- c) Third, to pay, on a *pro rata* basis, a special distribution of CA\$800,000 to any Affected Creditors that have Proven Claims against the Sponsors in their individual capacity; and
- d) Fourth, to pay to the Affected Creditors, to the exclusion of the Convenience Class Creditors, a distribution equal to the balance of the Contribution amount on a *pro rata* basis based on their Proven Claims.

For greater certainty, Affected Creditors that receive a distribution on account of their Proven Claims as part of the Convenience Class shall not share any additional distribution on account of their Proven Claims as part of the distribution to the Unsecured Creditors' Class.

In the event that an Affected Creditor has asserted an Affected Claim against more than one of the Debtors, there shall be one single recovery on account of such Affected Claim as if it had been asserted against only one of the Debtors.

5.2 Calculation

All amounts of consideration to be received hereunder will be calculated to the nearest cent (CA\$0.01). All calculations and determination made by the Monitor and/or the Debtors and agreed to by the Monitor for the purposes of and in accordance with the Plan, including, without limitation, the allocation of consideration, shall be conclusive, final and binding upon the Affected Creditors and the Debtors.

5.3 Reserve for Disputed Claims

The Monitor may, in its sole discretion, create a reserve with regards to the Disputed Claims pending final adjudication of such Disputed Claims.

5.4 Distribution to Affected Creditors

Distributions shall be made by the Monitor (i) at the addresses set forth on the Proof of Claim form filed by the Affected Creditors, (ii) at the addresses set forth in any written notice of address change delivered to the Monitor after the date of any related Proof of Claim.

5.5 Assignment of Claims Prior to the Creditors' Meeting

An Affected Creditor may transfer or assign the whole of its Claim prior to the Creditors' Meeting, provided that neither the Debtors nor the Monitor shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim as an Affected Creditor in respect thereof, including allowing such transferee or assignee of an Affected Claim to vote at the Creditors' Meeting, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing no later than 5:00 p.m. on the date that is seven (7) days prior to the Creditors' Meeting. Thereafter such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order and the Meeting Order, constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor and any and all steps taken in respect of such Claim.

5.6 Assignment of Claims After the Creditors' Meeting

An Affected Creditor may transfer or assign the whole of its Claim for distribution purposes after the Creditors' Meeting provided that the Debtors shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing; thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, the Meeting Order and the Plan, constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor and any and all steps taken in respect of such Claim.

5.7 Treatment of Undelivered Distributions

If any distribution to an Affected Creditor is returned as undeliverable, or is not cashed ("**Undelivered Distribution**"), no further distributions to such Creditor shall be made unless and until the Monitor is notified in writing of the then-current address of such Creditor, at which time all missed distributions shall be made to such Creditor. Nothing contained in the Plan or the Sanction Order shall require the Debtors or the Monitor to attempt to locate any Person to whom a distribution is payable hereunder. No interest is payable in respect of an Undelivered Distribution. Any claim for an Undelivered Distribution must be made on or before the date that is three (3) months following the final Payment Date, after which date, any entitlement with respect to such Undelivered Distribution shall be forever discharged and forever barred, without any compensation therefor, at which time, any such Undelivered Distributions shall be returned to the Debtors.

5.8 Tax Matters

For the purposes of the interpretation and implementation of the Plan:

- (a) Notwithstanding any provisions of the Plan, and except as otherwise provided in this Section 5.8, each Person that receives a distribution, disbursement or other payment pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax Obligations imposed on such Person by any Taxing Authority on account of such distribution, disbursement or payment.
- (b) Any payor shall be entitled to deduct and withhold and remit from any distribution, payment or consideration otherwise payable to any Person pursuant to the Plan such amounts as are required (a **"Withholding Obligation"**) to be deducted and withheld with respect to such payment under the Tax Act, or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended or succeeded. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a Person until such Person has delivered to the Monitor and the Debtors such documentation prescribed by Applicable Law or otherwise reasonably required by the Debtors as will enable the Debtors to determine whether or not, and to what extent, such distribution, payment or consideration to such Person is subject to any Withholding Obligation imposed by any Taxing Authority.
- (c) All distributions made by the Monitor pursuant to the Plan shall be first in satisfaction of the portion of Affected Claims that are not subject to any Withholding Obligation.
- (d) To the extent that amounts are withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deduction were made.
- (e) For the avoidance of doubt, it is expressly acknowledged and agreed that the Monitor and any Director or Officer will not hold any assets hereunder, including cash, or make distributions, payments or disbursements, and no provision hereof shall be construed to have such effect.

ARTICLE 6 REORGANIZATION

The Reorganization will be effected on the Plan Implementation Date in the manner and in the sequence set out in the Reorganization Steps Notice.

ARTICLE 7 PLAN RELEASES

7.1 Plan Releases

The following releases shall apply in respect of the Plan:

- (a) On the Plan Implementation Date, (i) the Debtors and (ii) the Directors, in regards of Claims Against the Directors, (collectively, the **"Debtors"**

Released Parties”), shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, penalties, fines, assessments, damages, judgments, orders, including for oppression remedy, injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds and statutory or regulatory liabilities of the Directors, the Employees and any alleged fiduciary or other duty (whether such Employees are acting as director, officer, member or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Determination Date that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by this Plan or the Claims Procedure Order (collectively, the **Debtors’ Released Claims**) and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Debtors’ obligations under the Plan or any related document), all to the full extent permitted by Applicable Law. For greater certainty, the Debtors’ Released Claims shall include any Proven Claims in the form of administrative monetary penalties and/or damages asserted against the Debtors by the Commissioner, the US Department of Transportation and the City of San Francisco, as well as any Claim from any source based, in whole or in part, on any reviewable conduct alleged in the preamble of the Consent Agreement.

- (b) On the Plan Implementation Date, in consideration of the Contribution funded by the Sponsors, each of the Sponsors (together with the Debtors’ Released Parties, the **Released Parties**) shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, penalties, fines, assessments, accounts, covenants, damages, judgments, orders, injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may assert against the Sponsors in relation with the Business of the Debtors (the **Sponsors’ Released Claims**, together with the Debtors’ Released Claims, the **Released Claims**), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Determination Date, all to the full extent permitted by Applicable Law. For greater certainty, the Sponsors’ Released Claims shall include any Proven Claims in the form of administrative monetary penalties and/or

damages asserted against the Sponsors by the Commissioner, as well as any Claim from any source based, in whole or in part, on any reviewable conduct alleged in the preamble of the Consent Agreement.

7.2 Injunctions

The Sanction Order will enjoin the prosecution by any Person, including the Commissioner, before any court or tribunal in any jurisdiction whatsoever, whether directly, derivatively or otherwise, of the Released Claims which have been released, discharged, compromised or terminated pursuant to the Plan.

ARTICLE 8 COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

8.1 Application for Sanction Order

If the Required Majority of the Affected Creditors approves the Plan, the Debtors shall apply for the Sanction Order on or before the date set in the Meeting Order for the hearing of the Sanction Order or such later date as the Court may set. The Sanction Order shall not become effective until the Plan Implementation Date.

8.2 Sanction Order

The Sanction Order shall, among other things:

- (a) declare that (i) the Plan has been approved by the Required Majority of Affected Creditors with Proven Claims in conformity with the CCAA, (ii) the Debtors have complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceedings in all respects, (iii) the Court is satisfied that the Debtors have not done or purported to do anything that is not authorized by the CCAA, and (iv) the Plan is fair and reasonable;
- (b) declare that as of the filing of the Monitor's Certificate, the Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby are approved, binding and effective upon the Debtors, all Affected Creditors, the Released Parties and all other Persons and Parties affected by the Plan;
- (c) authorize the Monitor to perform its duties and functions and fulfil its obligations under the Plan to facilitate the implementation thereof;
- (d) compromise, discharge and release the Released Parties from any and all Released Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties in respect of or relating to any Released Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Released Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;

- (e) authorize and direct the Monitor, as required, to administer and finally determine the Affected Claims of Affected Creditors and to manage the distribution of the Contribution in accordance with the applicable provisions of the Plan;
- (f) declare that any Affected Claim for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims and Meeting Order shall be forever barred and extinguished;
- (g) declare that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Debtors, to the Affected Creditors with Proven Claims under the Plan are for the account of the Debtors and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;
- (h) declare that the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments, ordered or permitted under the Sanction Order and is thereby forever released, remised and discharged from any Claims against it under the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and the Sanction Order and any Claims of such nature are thereby forever barred;
- (i) declare that in no circumstances will the Monitor have any liability for the Debtors' tax liabilities regardless of how or when such liability may have arisen;
- (j) approve and authorize the Reorganization; and
- (k) declare that the Debtors and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan, including without limitation regarding the distribution mechanics thereunder and under the Plan.

8.3 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon the fulfilment or waiver, where applicable, of the following conditions precedent by no later than the Outside Date (collectively the "**Conditions Precedent**"):

- (a) The Meeting Order shall have been granted by the Court;
- (b) The Plan shall have been approved by the Required Majority of the Affected Creditors in the Unsecured Creditors' Class at the Creditors' Meeting;
- (c) The Sanction Order shall have been granted by the Court in form satisfactory to the Debtors and the Monitor, and for greater certainty shall be a Final Order;

- (d) A Final Order recognizing and enforcing the Sanction Order in the US Bankruptcy Proceedings shall have been granted by the US Bankruptcy Court;
- (e) All the documentation and steps to effect the Reorganization shall be to the satisfaction of the Sponsors and the Investor, in their sole discretion.

8.4 Monitor's Certificate

The Monitor shall file the Monitor's Certificate with the Court forthwith upon the occurrence of the following events:

- (a) the Conditions Precedent to implementation of the Plan shall have been satisfied or waived by the Sponsors; and
- (b) the full amount of the Contribution shall have been remitted to the Monitor for distribution in accordance with the provisions of the Plan.

ARTICLE 9 GENERAL

9.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective;
- (b) the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the Debtors, all Affected Creditors, the Released Parties and all other Persons and Parties named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) all Affected Claims shall be and shall be deemed to be forever discharged and released, except only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in the Plan;
- (d) each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (e) each Person named or referred to in, or subject to the Plan, shall be deemed to have executed and delivered to the Debtors all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

9.2 Waiver of Defaults

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Debtors then existing or previously committed by the Debtors, or caused by the Debtors, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Debtors arising directly or indirectly from the filing by the Debtors under the CCAA and the implementation of the Plan and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Debtors from performing its obligations under the Plan or be a waiver of defaults by the Debtors under the Plan and the related documents. This Article does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than the Debtors) and any security granted by such guarantor.

9.3 Modification of the Plan

The Debtors, in consultation with the Monitor and the Sponsors:

- (a) reserve the right, at any time and from time to time, to make any amendment, restatement, modification or supplement to, the Plan at or before the Creditors' Meeting, in which case any such amendment, restatement, modification or supplement, shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan. The Debtors shall file any supplementary plans with the Court as soon as practicable. The Debtors shall give notice to Affected Creditors of the details of any such modification, amendment or supplement at the Creditors' Meeting prior to the vote being taken to approve the Plan. The Debtors may give notice of a proposed modification, amendment or supplement to the Plan at or before the Creditors' Meeting by notice which shall be sufficient if given to those Affected Creditors present at such meeting in person or by proxy; and/or
- (b) after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Debtors may, in consultation with the Sponsors and with the consent of the Monitor, at any time and from time to time vary, amend, modify or supplement the Plan, without the need for obtaining an Order of the Court or providing notice to the Affected Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or the Sanction Order and is of an administrative nature necessary in order to better give effect to the substance of the Plan or the Sanction Order, or to cure any errors, omissions or ambiguities. All of the foregoing shall not require any further vote by or approval by the Affected Creditors or any approval by the Court.

Any amended, restated modified or supplementary plan shall nevertheless be filed with the Court and shall thereafter, subject to the foregoing and for all purposes, be deemed to constitute the Plan.

Notwithstanding the foregoing, the Debtors, in consultation with the Monitor and the Sponsors, may at any time and from time to time, modify, amend, vary or supplement the Reorganization Steps Notice, without the need for obtaining an Order or providing notice to the Affected Creditors. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to such Reorganization Steps Notice.

9.4 Paramountcy

Except with respect to the Unaffected Claims, on the Plan Implementation Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Debtors as at the Plan Implementation Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

9.5 Severability of Plan Provisions

If, prior to the Plan Sanction Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Debtors and with the consent of the Monitor, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the Debtors with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Debtors proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

9.6 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Debtors and not in its personal or corporate capacity for any and all acts, or decisions to not act in the implementation of the Plan, whether same occurs before or after the Plan Implementation Date. The Monitor is acting and will continue to act in its capacity as Monitor in the CCAA Proceedings with respect to the Debtors and not in its

personal and corporate capacities while establishing any of the Distribution Dates or the timing or sequence of the transactions under the Plan. The Monitor will not be responsible or liable for any obligations, errors, omissions or faults of the Debtors, including with respect to the making of distributions or the receipt of any distribution by a Affected Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Claims and Meeting Order, and any other Order made in the CCAA Proceedings.

9.7 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative or unless otherwise provided herein.

9.8 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of this Plan that deems any transaction or event to occur without further formality.

9.9 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers and trustees in bankruptcy, successors and assigns of any Person or party named or referred to in the Plan.

9.10 Governing Law

The Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the Federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

9.11 Governing Language

In the event of any conflict, inconsistency, ambiguity or difference between the English version of the Plan and any translations thereof, the English version shall govern and be paramount, and the applicable provision in the translation thereof shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

DATED as of the 3rd day of March, 2021.