

ONTARIO SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF EDUCATOR SUPPLIES LIMITED (O/A
SCHOLAR'S CHOICE)

PROPOSAL

EDUCATOR SUPPLIES LIMITED (O/A SCHOLAR'S CHOICE) hereby submits the following proposal pursuant to Division 1, Part III of the *Bankruptcy and Insolvency Act*:

ARTICLE 1
INTERPRETATION

1.1 Definitions

For all purposes relating to this Proposal, the following terms shall have the following meanings:

- (a) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (b) "**Business Day**" means any day except Saturday, Sunday or any day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
- (c) "**Claim**" means any right or claim of any Person against the Company in connection with any indebtedness, liability, action, cause of action, suit, debt, account, bond, covenant, contract, counterclaim, demand, claim, right or obligation of any nature whatsoever, whether asserted or unasserted, direct or indirect, liquidated or unliquidated, known or unknown, disputed or undisputed, matured or unmatured, due or to become due, fixed or contingent, legal or equitable, incurred, arising or relating to the period prior to the Filing Date together with any other rights and claims not included in the foregoing that, in whole or in part, would have been claims provable in bankruptcy had the Company become bankrupt at the Filing Date.
- (d) "**Company**" means Educator Supplies Limited.
- (e) "**Court**" means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency).

- (f) **“Creditor”** means any Person who holds one or more Claims, including any assignee, trustee, interim receiver, receiver and manager, liquidator or other Person acting on behalf of such Person.
- (g) **“Creditors’ Meeting”** means the meeting of creditors to be held for the purpose of considering and voting upon this Proposal, and any adjournment of such meeting.
- (h) **“Crown Claims”** means all Claims of Her Majesty in right of Canada or a province described in section 60(1.1) of the *BIA*, that were outstanding on the Filing Date, as accepted by the Trustee or approved by the Court.
- (i) **“Disputed Claim”** means any Claim which has been received by the Trustee in accordance with the terms of this Proposal and the *BIA* but has not been accepted as proven or which is being disputed in whole or in part by the Company, the Trustee, or any other person entitled to do so and has not been resolved by agreement or by Order of the Court.
- (j) **“Disputed Creditor”** means a Creditor holding a Disputed Claim to the extent of its Disputed Claim.
- (k) **“Effective Date”** has the meaning ascribed to it in Section 7.2 hereof.
- (l) **“Employee Claims”** means all Claims of Employees allowed by the Trustee or approved by the Court for amounts that they would be qualified to receive under subsection 136(1)(d) of the *BIA* if the Company were to become bankrupt on the Filing Date as well as wages, salaries, commissions or compensation for services rendered after the Filing Date and before the date of the making of the Proposal Approval Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Company’s business during the same period.
- (m) **“Employees”** means all present and former employees of the Company.
- (n) **“Final”** with respect to any order of the Court, means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Company and the Trustee) or vacated, and all time periods within which leave to appeal and reconsideration could at law be sought shall have expired and all time periods within which such order could at law be appealed shall have expired.
- (o) **“Filing Date”** means the date of the filing of the Notice of Intention to Make a Proposal by the Company, namely June 30, 2020.
- (p) **“Inspector”** means the person(s) appointed or elected as inspectors under and pursuant to the *BIA* in connection with this Proposal.
- (q) **“Landlord”** means any Person whose Landlord Claim has been allowed by the Trustee or approved by the Court.
- (r) **“Landlords’ Basket Amount”** has the meaning ascribed to it in Section 4.1(g) hereof.
- (s) **“Landlord Claims”** means all Claims of Persons relating to or arising from a commercial lease of real property including, (i) the disclaimer or resiliation by the Company of the lease between the Filing Date and the filing of this Proposal pursuant to section 65.2 of the *BIA* calculated in accordance with section 5.6 of this Proposal, and/or (ii) unpaid rent, including additional rent, in respect of the period prior to the Filing Date.

- (t) **"Landlord Creditors' Class"** means all Landlords having Proven Landlord Claims together.
- (u) **"Official Receiver"** means the officer appointed pursuant to Section 12(2) of the *BIA*.
- (v) **"Ordinary Creditor"** means an Unsecured Creditor, other than a Preferred Creditor, Landlord or a Creditor having a Crown Claim, Employee Claim, Post-Filing Claim or a Claim for payment of Professional Fees.
- (w) **"Ordinary Creditors' Claims"** means all Claims of Ordinary Creditors.
- (x) **"Ordinary Creditors' Basket Amount"** has the meaning ascribed to it in Section 4.1(h) hereof
- (y) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- (z) **"Post-Filing Claims"** means any Claim arising in respect of services rendered, goods supplied or other consideration given to the Company after the Filing Date, except for Claims for Professional Fees.
- (aa) **"Preferred Claims"** means any Claim described in section 136(1) of the *BIA* to be paid in priority to all other Claims in the distribution of the property of a bankrupt.
- (bb) **"Preferred Creditor"** means a Person holding a Preferred Claim, to the extent of its Preferred Claim as allowed by the Trustee or approved by the Court.
- (cc) **"Professional Fees"** means all fees, expenses, liabilities and obligations of the Trustee, its legal advisor and the Company's legal advisors on and incidental to the proceedings arising out of the Notice of Intention to Make a Proposal of the Company or the Proposal, including advice to the Company in connection with the Notice of Intention to Make a Proposal and the Proposal.
- (dd) **"Proof of Claim"** means the form delivered by the Trustee to Creditors in accordance with the *BIA* for the proving of Claims by the Creditors.
- (ee) **"Proposal"** means this Proposal, as varied, amended, modified or supplemented in accordance with the provisions hereof and the *BIA*.
- (ff) **"Proposal Approval Order"** means an order from the Court, in form and substance satisfactory to the Company and the Trustee approving and sanctioning this Proposal in accordance with the provisions hereof and of the *BIA*.
- (gg) **"Proven Landlord Claim"** means the amount or any portion of the amount of a Landlord Claim as agreed by the Trustee or finally determined for distribution purposes in accordance with the provisions of the *BIA* or order of the Court.
- (hh) **"Proven Ordinary Creditors' Claim"** means the amount or any portion of the amount of an Ordinary Creditors' Claim as agreed by the Trustee or finally determined for distribution purposes in accordance with the provisions of the *BIA* or order of the Court.
- (ii) **"Proven Unsecured Creditors' Claim"** means the amount or any portion of the amount of an Unsecured Creditors' Claim as agreed by the Trustee or finally

determined for distribution purposes in accordance with the provisions of the *BIA* or order of the Court

- (jj) "**Related Persons**" has the meaning ascribed thereto in the *BIA*. For greater certainty, the Related Persons shall include, *inter alia*, Mr. Scott Webster, Cindy Webster, both in their personal capacities and in their capacities as director and officer of the Company, as well as Kegar Enterprises Ltd.
- (kk) "**Required Majority**" has the meaning ascribed thereto in s. 54(2)(d) of the *BIA*. For clarity, the vote for the acceptance of the Proposal by a majority in number and two-thirds in value of each class of Unsecured Creditors present, personally or by proxy, at the Creditors' Meeting and voting on the resolution.
- (ll) "**Secured Claims**" means the Claims of the Secured Creditors.
- (mm) "**Secured Creditors**" has the meaning ascribed to it in Section 2 of the *BIA*, inasmuch as the security would be effective against a bankruptcy trustee if the Company had become bankrupt at the Filing Date.
- (nn) "**Trustee**" means MNP Ltd., as the trustee acting in respect of this Proposal and not in its corporate capacity or its duly appointed successor or successors.
- (oo) "**Trustee's Certificate**" has the meaning ascribed to it in Section 7.2 hereof.
- (pp) "**Undeliverable Distribution**" has the meaning ascribed to it in Section 4.3 hereof.
- (qq) "**Unsecured Creditors' Claims**" means the Claims of Unsecured Creditors.
- (rr) "**Unsecured Creditors**" means all Creditors whose Claims have been allowed by the Trustee or approved by the Court, other than Secured Creditors.

1.2 Date of Any Action

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, the action shall be required to be taken on the next succeeding day which is a Business Day.

1.3 Time

All times expressed in this Proposal are local time London, Ontario, Canada, unless stipulated otherwise. Time is of the essence in this Proposal.

1.4 Statutory References

Any reference in this Proposal to a statute includes all regulations made thereunder and all amendments to such statutes or regulations in force from time to time.

1.5 Currency and Conversion

All references to currency and to "\$" are to Canadian dollars. All Claims denominated in a currency other than Canadian currency are to be converted to the equivalent thereof in Canadian currency at the Bank of Canada spot rate of exchange on the Filing Date.

1.6 Consent of Trustee

The Trustee hereby consents to the filing of this Proposal by the Company.

1.7 Number, etc.

In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine and the

feminine genders.

ARTICLE 2 PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose of Proposal

As a result of the changing retail landscape and more recently, the COVID-19 pandemic, the retail store business carried on by the Company is no longer viable. The purpose of this Proposal is to effect a restructuring of the business and the balance sheet of the Company through the closure of substantially all of the retail stores and by effecting a compromise of the Claims of the Unsecured Creditors. The Proposal, if approved, will allow the Company to continue operations through its catalogue sales channel and its e-commerce business. In addition to the payments to be made under this Proposal, it is expected that the Ordinary Creditors will derive a greater benefit from the continued operations of the Company than would result from a forced liquidation of the Company's assets (which would not result in any recovery for the Unsecured Creditors).

2.2 Effect of Proposal

This Proposal is being made to the Unsecured Creditors only and amends the terms of agreements between the Company and the Unsecured Creditors existing as at the Filing Date and provides the essential terms on which all Claims of Unsecured Creditors will be fully and finally resolved and settled. During the Proposal Period all Unsecured Creditors will be stayed from commencing or continuing any proceeding or remedy against the Company or any of its property or assets in respect of their Claims including, without limitation, any proceeding or remedy to recover payment of such Claims, to recover or enforce any judgment against the Company in respect of such Claims or to commence any formal proceedings against the Company under applicable bankruptcy, insolvency or other laws in respect of such Claims other than a proceeding in connection with this Proposal.

ARTICLE 3 SECURED CREDITOR CLAIMS

3.1 Secured Creditors to be Unaffected

This Proposal is not intended to and shall not amend or affect the existing payment or security arrangements between the Company and Secured Creditors. All amounts owing by the Company to Secured Creditors will be paid in accordance with existing arrangements or as may be hereafter agreed between the Company and the Secured Creditors.

3.2 Secured Creditors Not to Participate in Distributions

No Secured Creditor will have a claim for all or part of its indebtedness as an Unsecured Creditor and no Secured Creditor will be entitled to participate in the distributions to be made to Unsecured Creditors under this Proposal.

ARTICLE 4 PAYMENTS

4.1 Payments

Subject to the terms and conditions set forth in this Proposal, the Company shall make the following payments to the Unsecured Creditors:

- (a) Professional Fees: The Professional Fees will be paid in full by the Company in the ordinary course forthwith upon being invoiced.
- (b) Post-Filing Claims: Post-Filing Claims will be paid in full by the Company in the ordinary course of business, and on regular trade terms.
- (c) Crown Claims: Any Crown Claims, without interest, will be paid in full within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with the Crown.
- (d) Preferred Claims: Any Preferred Claims, without interest, will be paid in full in priority to the Claims of other Unsecured Creditors within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with individual Preferred Creditors.
- (e) Employee Claims: The Employee Claims will be paid in full immediately after issuance of the Proposal Approval Order, or as may otherwise be arranged with individual holders of such Claims.
- (f) Landlord Claims: The Company shall remit to the Trustee \$350,000 (the "**Landlords' Basket Amount**") on the later of (i) December 15, 2020, and (ii) five (5) Business Days following the Proposal Approval Order becoming Final. The Landlords' Basket Amount will be distributed to the holders of Proven Landlord Claims, other than Related Persons, as set forth in sections 4.2 and 4.3 below, with each holder of a Proven Landlord Claim to receive its pro rata share of the Landlords' Basket Amount.
- (g) Ordinary Creditors' Claims: The Company shall remit to the Trustee \$650,000 (the "**Ordinary Creditors' Basket Amount**") on the later of (i) December 15, 2020, and (ii) five (5) Business Days following the Proposal Approval Order becoming Final. The Ordinary Creditors' Basket Amount will be distributed to the holders of Proven Ordinary Creditors' Claims, other than Related Persons, as set forth in sections 4.2 and 4.3 below, as follows:
 - (i) each holder of a Proven Ordinary Creditors' Claim shall receive the lesser of (i) 100% of their Proven Ordinary Creditors' Claim, without interest, and (ii) \$750; and
 - (ii) for the balance, if any, of their Proven Ordinary Creditors' Claim after giving credit for the payment under sub-paragraph 4.1(g)(i) above, a pro rata share of the balance of the Ordinary Creditors' Basket Amount after payment of the amounts under sub-paragraph 4.1(g)(i) above.
- (h) The Superintendent's Levy: The levy payable to the Superintendent of Bankruptcy under the *BIA* shall be deducted from all amounts payable to the Landlords from the Landlord Basket Amount and to the Ordinary Creditors from the Ordinary Creditors' Basket Amount.

4.2 Timing of Distributions

Upon the receipt of the Landlords' Basket Amount and the Ordinary Creditors' Basket Amount by the Trustee and the final resolution, either by agreement or Final order of the Court, of any Ordinary Creditors' Claim or Landlord's Claim which is a Disputed Claim, the Trustee will prepare a final statement of receipts and disbursements for approval by the Inspectors and the Court, which will include the dividend sheet for the proposed distribution of the Landlords' Basket Amount to the holders of Proven Landlord Claims and the proposed distribution of the Ordinary Creditors' Basket Amount to the holders of Proven Ordinary Creditors' Claims. The Trustee will follow the procedure in section 152(1) of the *BIA* for the preparation and approval of the final statement of receipts and disbursements and the distribution of the Landlords' Basket Amount and Ordinary Creditors' Basket Amount.

4.3 Undeliverable Distributions

If any distribution to be made under this Proposal is returned as undeliverable, or in the case of a distribution made by cheque, the cheque remains uncashed (each an "**Undeliverable Distribution**"), no other crediting or delivery will be required unless and until the Trustee and the Company are notified of the then current address of the Creditor entitled to receive the Undeliverable Distribution. The Company and the Trustee's obligations to such Creditor with respect to any Undeliverable Distribution will expire three (3) months following the date of delivery or mailing of the cheque or other distribution, after which date the Company's liability to such Creditor under this Proposal will be forever discharged and extinguished and any such Undeliverable Distribution shall vest in the Company free and clear of any and all claims of the Unsecured Creditors.

ARTICLE 5

CLASSIFICATION OF CREDITORS, VALUATION OF CLAIMS AND RELATED MATTERS

5.1 Proof of Claims

In order to vote at the Creditors' Meeting and receive any distribution in accordance with this Proposal, an Unsecured Creditor must file a Proof of Claim in accordance with the provisions of the *BIA*.

5.2 Classes of Creditors

For the purpose of considering and voting upon this Proposal, there shall be two classes of Unsecured Creditors as follows:

- (a) Unsecured Creditors, other than the Landlord Creditors' Class; and
- (b) the Landlord Creditors' Class.

5.3 Deemed Approval

Each of the (i) Preferred Creditors and (ii) Unsecured Creditors with a Proven Unsecured Claim equal to or less than \$750 shall be deemed to have voted in favour of the Proposal. Notwithstanding the foregoing, any Unsecured Creditor may choose to vote against the Proposal in the context of a vote on the Proposal.

5.4 Creditors' Meeting, Proxies and Voting Letters

The Trustee will call a Creditors' Meetings to be held at such date, time and place as may be agreed by the Trustee and the Company. Proxies as provided for in the *BIA* indicating

a Person authorized to act on behalf of an Unsecured Creditor may be submitted to the Trustee (who, subject to the consent of the Official Receiver, will chair the Creditors' Meeting) at, or any time prior to, the commencement of the Creditors' Meeting. Voting letters as provided for in the *BIA* submitted to the Trustee prior to the Creditors' Meeting must indicate whether the Unsecured Creditor wishes to cast their vote in favour of or against the Proposal. Voting letters that do not indicate either preference will be deemed to indicate a vote in favour of the Proposal. Persons in attendance at the Creditors' Meeting shall cast their vote in the manner prescribed by the Trustee and the *BIA*. All votes will be recorded and tabulated by the Trustee, who may seek the assistance of the Court with respect to any dispute arising from or out of the tabulation of votes. A quorum shall be constituted for the Creditors' Meeting, or any adjournment thereof, if there is one Unsecured Creditor of each class, entitled to vote, present in person or by proxy or if one Unsecured Creditor of each class, entitled to vote, has submitted a voting letter in accordance with the provisions of the *BIA* and this Proposal. If the requisite quorum is not present at the Creditors' Meeting or if the Creditors' Meeting has to be postponed for any reason, then the Creditors' Meeting shall be adjourned by the Trustee to such date, time and place as determined by the Trustee.

5.5 Repudiation of Contracts

The Claims of each Person resulting from or arising from the repudiation of any contract, arrangement, agreement or lease (other than leases of real property) to which the Company is a party shall be Ordinary Claims in this Proposal.

5.6 Landlord Disclaimer Claims

A Landlord will be entitled to file a Proof of Claim for unpaid rent, including additional rent in respect of the period up to the Filing Date, plus the lesser of: (i) the actual loss resulting from the disclaimer or repudiation of any leases of real property and (ii) the amount calculated in accordance with the formula provided for in s. 65.2(4)(b) of the *BIA*. All Landlord Claims will be part of the Landlord Creditors Class under this Proposal in accordance with s. 65.2(5) of the *BIA*.

5.7 Claims for Voting Purposes

Each Unsecured Creditor shall be entitled to a single vote valued at the amount of its Proven Unsecured Creditors' Claim. If the amount of a Disputed Claim is not finally determined prior to the date of the Creditors' Meeting, the Disputed Creditor shall be entitled to vote at the Creditors' Meeting the portion of its Claim, if any, that has been accepted by the Trustee for voting purposes without prejudice to the rights of the Company, the Trustee and the Disputed Creditor to have the quantum of the Disputed Claim finally determined for the purposes of receiving its share of the payments to be made under section 4.1 above.

5.8 Approval of the Proposal

In order to be approved, the Proposal must receive the affirmative vote of the Required Majority of both classes of Unsecured Creditors.

5.9 Modification of the Proposal

Subject to the consent of the Trustee, at any time prior to the Creditors' Meeting, the Company reserves the right at any time to file any modification, amendment or supplement of and to the Proposal, by way of supplementary proposal, and file such amended or supplementary proposal with the Official Receiver as soon as practical, in which case any such supplementary proposal or proposals shall, for all purposes, be and

be deemed to be part of and incorporated into the Proposal. At the Creditors' Meeting, the Trustee shall provide all Persons in attendance with details of any modifications or amendments of and to the Proposal prior to the vote being taken to approve the Proposal. After the Creditors' Meeting (and both prior to and subsequent to the Proposal Approval Order) and subject to the consent of the Trustee, the Company may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Unsecured Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Proposal Approval Order.

5.10 Inspectors

The Creditors may appoint one or more, but not more than five (5) inspectors at the Creditors' Meeting. An Inspector's powers are outlined in the *BIA*; however, their primary function is to represent the interests of the Creditors throughout the administration of the Proposal and advise the Trustee in matters that may be referred to them by the Trustee.

ARTICLE 6 RELEASE

6.1 Release in Favour of the Company

The Unsecured Creditors will receive the payments provided for in this Proposal in complete satisfaction of all their Claims, including interest. On the Effective Date, the compromise of the Unsecured Creditors' Claims as provided for in this Proposal will be final and binding on the Company and the Unsecured Creditors and all Unsecured Claims shall, as against the Company, be deemed to be fully and finally satisfied, settled and discharged and no Person shall have any further right, remedy, or claim against the Company in respect of all or any portion of an Unsecured Claim.

6.2 Amendment of Agreements and Arrangements

Notwithstanding the terms and conditions of all agreements or other arrangements between the Company and the Unsecured Creditors entered into before the Filing Date, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Unsecured Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

6.3 Release in Favour of the Directors

In accordance with Section 50(13) and subject to the proviso in section 50(14) of the *BIA*, on the acceptance of the Proposal by the Unsecured Creditors, on the Effective Date, the Unsecured Creditors shall be deemed to release the Company's present and former directors from all Claims that arose before the Filing Date and that relate to Claims against the Company where the directors are by law liable in their capacity as directors for the payment of such Claims. It is understood however that nothing herein shall be interpreted as an acknowledgment of any liability or obligation on the part of the directors in office as at the Filing Date, any such liability or obligation being specifically denied.

ARTICLE 7 CONDITIONS AND EFFECTIVE DATE

7.1 Conditions Precedent to the Implementation of the Proposal

The implementation of the Proposal and distributions to be made to the Unsecured Creditors hereunder is subject to following conditions being satisfied or waived by the Company:

- (a) The Proposal is approved by the Required Majority in both classes of Unsecured Creditors;
- (b) The Proposal Approval Order has been issued and is Final;
- (c) no order restraining or enjoining the implementation of the Proposal has been issued; and
- (d) All other actions, documents and agreements necessary to implement the Proposal as required herein shall have been effected and executed to the satisfaction of the Company and the Trustee.

With respect to the Proposal Approval Order, the Trustee shall file an application for the Proposal Approval Order no later than five (5) Business Days following the Creditors' Meeting or such other date as the Court may order, which application shall be heard as soon as possible according to the procedure set out in Section 58 of the *B/A*.

7.2 Trustee's Certificate and Effective Date

Upon the satisfaction or waiver of the conditions precedent set out in Section 7.1 hereof, the Proposal Trustee will file with the Court a certificate which states that all conditions precedent set out in Section 7.1 have been satisfied or waived (the "**Trustee's Certificate**"). The date of filing of the Trustee's Certificate shall be deemed to be the "**Effective Date**".

ARTICLE 8 BINDING EFFECT

8.1 Binding Effect

This Proposal will become effective and binding on and enure to the benefit of the Company and all Creditors affected by this Proposal and all other Persons named or referred to in, or subject to, this Proposal, and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

ARTICLE 9 GENERAL PROVISIONS

9.1 Capacity of the Trustee

MNP Ltd. is acting in its capacity as Trustee under this Proposal and not in its personal capacity, and shall not incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of the Company, whether existing as at the date of Proposal or incurred subsequent thereto and no Person shall have any Claim against MNP Ltd. in respect thereof.

9.2 Preferences and Transfers at Undervalue

The provisions of Section 95 to 101, inclusively, of the *BIA* and any similar provision of any federal or provincial statute shall not apply to this Proposal.

9.3 Performance

All obligations of the Company under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes only of section 65.3 of the *BIA* upon the Company having made the payments to the Unsecured Creditors provided for herein.

9.4 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal 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 this Proposal and to give effect to the transactions contemplated herein.

9.5 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

DATED AT LONDON, this 14th day of September, 2020.

**EDUCATOR SUPPLIES LIMITED
(O/A SCHOLAR'S CHOICE)**

Per:



Scott Webster
President and Chief Executive Officer