IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36

BETWEEN:

MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL (GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO CORPORATION and GUANGDONG SAIMAN INVESTMENT CO. LIMITED

PETITIONERS

No. S197744

AND:

MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC., MINISO CANADA STORE INC., MINISO (CANADA) STORE ONE INC., MINISO (CANADA) STORE TWO INC., MINISO (CANADA) STORE THREE INC., MINISO (CANADA) STORE FOUR INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE SIX INC., MINISO (CANADA) STORE SEVEN INC., MINISO (CANADA) STORE EIGHT INC., MINISO (CANADA) STORE NINE INC., MINISO (CANADA) STORE TEN INC., MINISO (CANADA) STORE ELEVEN INC., MINISO (CANADA) STORE TWELVE INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE FOURTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE SIXTEEN INC., MINISO (CANADA) STORE SEVENTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE NINETEEN INC., MINISO (CANADA) STORE TWENTY INC., MINISO (CANADA) STORE TWENTY-ONE INC. and MINISO (CANADA) STORE TWO INC.

RESPONDENTS

NOTICE OF APPLICATION

Name(s) of applicant(s): The Respondents

To: The Service List, a copy of which is attached hereto as Schedule "A"

TAKE NOTICE that an application will be made by the Respondents to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on Monday, July 22, 2019 at 10:00 a.m. for the orders set out in Part 1 below.

Part 1: ORDER(S) SOUGHT

- 1. An order substantially in the form of the draft order attached hereto as **Schedule "B"**, extending the Stay of Proceedings until September 16, 2019.
- 2. An order (the "Claims Process Order") substantially in the form of the draft order attached hereto as Schedule "C": (a) approving the claims process proposed by the Respondents (the "Claims Process"); and (b) authorizing and directing the Debtors and the Monitor to take such actions as are contemplated by the Claims Process Order.

Part 2: FACTUAL BASIS

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Schedule of Defined Terms attached hereto as **Schedule "D"**.

Background

- 2. On the Filing Date, Madam Justice Fitzpatrick granted the Initial Order pursuant to the provisions of the CCAA.
- 3. The Initial Order, among other things:
 - granted the Respondents protection from their creditors for the purposes of restructuring their business and affairs until July 22, 2019 (the "Stay of Proceedings");
 - (b) appointed the Monitor to oversee the Petitioners' affairs and restructuring, and to administer the Property and operations of the Respondents;
 - (c) approved and authorized the Monitor (on behalf of the Respondents) to enter into the Management Services Agreement;
 - (d) approved and authorized the Respondents to enter into the Interim Credit Facility

 Agreement; and

- (e) granted the Administration Charge, the Interim Lender's Charge and the Directors' Charge.
- 4. The Respondents and the Miniso Group agree that it is in the best interests of the Respondents' stakeholders that a restructuring plan be developed. Such plan likely will include a restructuring and sale of some portion of the Respondents' Canadian Operations. Such restructuring plan, including which of the Respondents would be included, has not been settled.
- 5. The Respondents are seeking to extend the Stay of Proceedings to September 16, 2019 in order to allow:
 - (a) negotiations to continue toward developing a plan of arrangement that can be presented to the creditors of the Respondents; and
 - (b) the Monitor, with the assistance of the Respondents, to implement the Claims Process.

Initiation of Claims Process

6. The Respondents need to know with certainty what claims exist as against each of the Respondents. The Claims Process is expected to permit the Respondents and their stakeholders to identify and quantify creditor claims against each of the Respondents, which will facilitate the development of a restructuring plan.

Overview of Claims Process

- 7. In this section, all capitalized terms used but not otherwise defined herein have the meanings given to them in the draft Claims Process Order.
- 8. The Claims Process is intended to result in the solicitation, identification and verification of all claims against all of the Respondents, as well as their directors and officers, other than:
 - (a) claims arising after the Filing Date that are not Restructuring Claims;

- (b) claims secured by the CCAA Charges; and
- (c) any claim of an employee of any of the Respondents for accrued vacation liabilities.
- 9. Although the claims solicited by the proposed Claims Process Order are broad, the draft order does not provide for the barring or extinguishment of any claims other than those capable of being barred or extinguished pursuant to the provisions of the CCAA.
- 10. As contemplated by the Initial Order, it is anticipated that the Monitor will cause the Respondents to disclaim or resiliate certain real property leases to which they are party (subject to certain conditions in the case of stores identified in Schedule "A" to the Management Services Agreement and leases guaranteed by individuals). In order to allow time for an analysis of which leases will be disclaimed or resiliated, it is contemplated that the Claims Process will not be initiated immediately after the Claims Process Order is granted, but will be initiated by no later than July 26, 2019 (the "Claims Process Initiation Date").
- 11. The proposed timeline for the Claims Process is as follows:
 - (a) On or immediately following the Claims Process Initiation Date, the Monitor is to:
 - (i) cause a Claims Package to be sent to each Creditor with a Claim;
 - (ii) cause the Newspaper Notice to be published for one Business Day in the National Post; and
 - (iii) post on the Monitor's Website copies of the Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
 - (b) The Claims Bar Date is 5:00 p.m. (Vancouver Time) on September 6, 2019.
 - (c) The Restructuring Claims Bar Date is the later of:

- (i) the Claims Bar Date; or
- (ii) 20 days after the date on which the applicable Notice of Disclaimer or Resiliation received by the Creditor.
- (d) Notices of Revision or Disallowance are to be delivered no later than twenty days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable.
- (e) A Creditor receiving a Notice of Revision or Disallowance who wishes to dispute it must:
 - (i) within ten days after the date of the applicable Notice of Revision or Disallowance, deliver a completed Notice of Dispute to the Monitor; and
 - (ii) within 21 days after the date of the applicable Notice of Revision or Disallowance, file and serve on the Respondents, the Petitioners and the Monitor a Notice of Application seeking to appeal the Notice of Revision or Disallowance along with all supporting affidavit material.

Part 3: LEGAL BASIS

- 1. The Respondents rely on:
 - (a) the Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36, as amended;
 - (b) the Supreme Court Civil Rules, B.C. Reg. 241/2010, as amended;
 - (c) the inherent and equitable jurisdiction of this Honourable court; and
 - (d) such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

Extension of Stay of Proceedings

2. Subsection 11.02(2) of the CCAA provides that the Respondents may apply for an extension of the stay of proceedings for a period that the court considers necessary on any

terms that the court may impose. Subsection 11.02(3) of the CCAA provides that the Court shall not make the order extending the Stay of Proceedings unless:

- "(a) the applicant satisfies the court that circumstances exist that make the order appropriate; and
- (b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence".

CCAA, s. 11.02

3. In determining whether the appropriate circumstances exit to extend the stay, the Court should inquire whether the order sought advances the remedial purpose of the CCAA and avoids the losses that result from liquidation.

North American Tungsten Corp. (Re), 2015 BCSC 1376 ("North American Tungsten"), para 25, citing from Century Services Inc. v. Canada (Attorney General), 2010 SCC 60

- 4. The extension of the Stay of Proceedings is appropriate in the circumstances as it provides the Monitor and the Respondents the time necessary to carry out the Claims Process.
- 5. These proceedings are in their early stages and as such it is appropriate for the Court to give deference when considering extensions of the stay, provided the requirements of s. 11.02(3) have been met. In *North American Tungsten*, Mr. Justice Butler held

"The good faith and due diligence requirement of s. 11.02(3) of the CCAA includes observance of reasonable commercial standards of fair dealings in the proceedings, the absence of an intent to defraud and a duty of honesty to the court and to the stakeholders directly affected by the CCAA process."

North American Tungsten, paras 28 and 29

6. In the Monitor's First Report, the Monitor confirms that the Respondents have acted, and continue to act, in good faith and with due diligence and the Monitor support the Respondents' application to extend the Stay of Proceedings to September 16, 2019.

Claims Process Order

7. The remedial objective of the CCAA is to facilitate a restructuring of a debtor company. Section 11 of the CCAA provides a CCAA judge with the broad statutory authority to make such orders as are necessary to achieve that objective.

Bul River Mineral Corporation (Re), 2014 BCSC 1732 ("Bul River"), para 29.

CCAA, s. 11

8. Although the CCAA does not expressly contemplate a claims process, such orders are common practice and a claims process is an important step in most restructuring proceedings.

ScoZinc Ltd. (Re), 2009 NSSC 136, para 23

Bul River, para 31

9. In *Timminco Limited (Re)*, Mr. Justice Morawetz reviewed the "first principles" relating to claims process orders and their purpose within CCAA proceedings:

"[41] It is also necessary to return to first principles with respect to claims-bar orders. The CCAA is intended to facilitate a compromise or arrangement between a debtor company and its creditors and shareholders. For a debtor company engaged in a restructuring under the CCAA, which may include a liquidation of its assets, it is of fundamental importance to determine the quantum of liabilities to which the debtor and, in certain circumstances, third parties are subject. It is this desire for certainty that led to the development of the practice by which debtors apply to court for orders which establish a deadline for filing claims."

Timminco Limited (Re), 2014 ONSC 3393, para 41.

- 10. The purpose of the Claims Process Order is to identify and quantify claims against all of the Respondents and their directors and officers. This process will assist not only the Respondents to develop a restructuring plan, it will also assist in the implementation of that plan and, as contemplated by such plan, distributions to creditors.
- 11. It is submitted that the Claims Process and the Claims Process contemplated therein further the objective of the CCAA, and the Claims Process Order should be approved.

Part 4: MATERIAL TO BE RELIED ON

1. The Monitor's First Report to Court to be filed.

The applicants estimate that the application will take one day.

This matter is not within the jurisdiction of a master. Madam Justice Fitzpatrick is seized of this matter.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: July 17, 2019

Signature of Vicki Tickle Lawyer for applicants

| To be completed by the court only: | | | |
|------------------------------------|--|--|--|
| Order made | | | |
| | in the terms requested in paragraphs of Part 1 of this notice of application | | |
| | with the following variations and additional terms: | | |
| | | | |
| Date: [dd/mr | nm/yyyy] Signature of Judge Master | | |

SCHEDULE "A"

No.: S197744 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36

BETWEEN:

MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL (GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO CORPORATION and GUANGDONG SAIMAN INVESTMENT CO. LIMITED

PETITIONERS

AND:

MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC., MINISO CANADA STORE INC., MINISO (CANADA) STORE ONE INC., MINISO (CANADA) STORE TWO INC., MINISO (CANADA) STORE THREE INC., MINISO (CANADA) STORE FOUR INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE SIX INC., MINISO (CANADA) STORE SEVEN INC., MINISO (CANADA) STORE SIGHT INC., MINISO (CANADA) STORE NINE INC., MINISO (CANADA) STORE TEN INC., MINISO (CANADA) STORE ELEVEN INC., MINISO (CANADA) STORE TWELVE INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE FOURTEEN INC., MINISO (CANADA) STORE SIXTEEN INC., MINISO (CANADA) STORE SIXTEEN INC., MINISO (CANADA) STORE SIXTEEN INC., MINISO (CANADA) STORE NINETEEN INC., MINISO (CANADA) STORE TWENTY-TWO INC.

RESPONDENTS

SERVICE LIST

[Updated: July 18, 2019]

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Barristers & Solicitors

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Court-appointed Monitor

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Counsel for First Capital Asset Management

LP

SCHEDULE "B"

No. S197744 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36

BETWEEN:

MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL (GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO CORPORATION and GUANGDONG SAIMAN INVESTMENT CO. LIMITED

PETITIONERS

AND:

MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC., MINISO CANADA STORE INC., MINISO (CANADA) STORE ONE INC., MINISO (CANADA) STORE TWO INC., MINISO (CANADA) STORE THREE INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE SIX INC., MINISO (CANADA) STORE SEVEN INC., MINISO (CANADA) STORE EIGHT INC., MINISO (CANADA) STORE NINE INC., MINISO (CANADA) STORE TEN INC., MINISO (CANADA) STORE ELEVEN INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE SEVENTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE SEVENTEEN INC., MINISO (CANADA) STORE TWENTY INC., MINISO (CANADA) STORE NINETEEN INC., MINISO (CANADA) STORE TWENTY INC.,

RESPONDENTS

ORDER MADE AFTER APPLICATION

| BEFORE |) | THE HONOURABLE MADAM JUSTICE FITZPATRICK |)))) | July 22, 2019 |
|--------|---|---|------------------|---------------|
|--------|---|---|------------------|---------------|

ON THE APPLICATION of the Respondents, dated July 17, 2019, coming on for hearing at Vancouver, British Columbia on Monday, July 22, 2019 and on hearing Vicki Tickle and Daniel Shouldice, counsel for the Respondents, and those counsel listed in **Schedule** "A" hereto; AND

UPON READING the material filed, including the Monitor's First Report to Court dated July ●, 2019; AND UPON HAVING MADE the Initial Order dated July 12, 2019 in these proceedings (the "Initial Order"); AND pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 as amended, the Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS that:

- 1. The time for service of the Notice of Application is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the service list maintained by the Monitor in this proceeding is hereby dispensed with.
- 2. The relief provided for in the Initial Order is hereby confirmed and the Stay Period (as defined in the Initial Order) and all other such relief is hereby extended to September 16, 2019.
- 3. Endorsement of this Order by counsel appearing on this application, other than counsel for the Respondents, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

| By the Court. | |
|---------------|--|
| Registrar | |
| | |

No. S-197744 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36

BETWEEN:

MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL (GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO CORPORATION and GUANGDONG SAIMAN INVESTMENT CO. LIMITED

PETITIONERS

AND:

MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC., MINISO CANADA STORE INC., MINISO (CANADA) STORE ONE INC., MINISO (CANADA) STORE TWO INC., MINISO (CANADA) STORE THREE INC., MINISO (CANADA) STORE FOUR INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE SIX INC., MINISO (CANADA) STORE SEVEN INC., MINISO (CANADA) STORE EIGHT INC., MINISO (CANADA) STORE NINE INC., MINISO (CANADA) STORE TEN INC., MINISO (CANADA) STORE ELEVEN INC., MINISO (CANADA) STORE TWELVE INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE SIXTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE TWENTY-ONE INC. and MINISO (CANADA) STORE TWENTY-TWO INC.

RESPONDENTS

ORDER MADE AFTER APPLICATION (CLAIMS PROCESS ORDER)

| |) | THE HONOURABLE |) | |
|--------|---|---------------------------|---|---------------|
| BEFORE |) | MADAM JUSTICE FITZPATRICK |) | JULY 22, 2019 |
| |) | |) | |

ON THE APPLICATION OF the Respondents coming on for hearing at Vancouver, British Columbia on the 22nd day of July, 2019; AND ON HEARING Vicki Tickle and Daniel Shouldice, counsel for the Respondents, and those counsel listed in <u>Schedule "A"</u> attached hereto; AND UPON READING the material filed, including the Monitor's First Report to Court dated July 2019 (the "First Report");

THIS COURT ORDERS AND DECLARES THAT:

DEFINITIONS AND INTERPRETATION

- 1. All capitalized terms not otherwise defined in this Claims Process Order shall have the definitions set out in Schedule "B" hereto.
- 2. The time for service of the Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the Service List is hereby dispensed with.
- 3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

GENERAL PROVISIONS

- 4. The Claims Process, including the Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.
- 5. The Respondents and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time by which they are submitted, and may, where they are satisfied that a Claim has been adequately proven and with the prior written consent of the Petitioners, waive strict compliance with the requirements of this Claims Process Order. The Respondents and the Monitor may request any further

- documentation from a Creditor that the Respondents or the Monitor may require to enable them to determine the validity of a Claim.
- 6. Any Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the Filing Date.
- 7. Copies of all forms delivered by or to a Creditor and determination of Claims by the Respondents or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor shall be entitled to have access thereto by appointment during normal business hours on written request to the Respondents and the Monitor.

MONITOR'S ROLE IN CLAIMS PROCESS

8. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the *CCAA* and under the Initial Order, with the assistance of the Respondents, shall implement and administer the Claims Process, including the determination of Claims of Creditors, and the referral of any Claim to the Court as requested by the Respondents, the Petitioners or a Creditor from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.

NOTICE OF CLAIMS

- 9. By no later than July 26, 2019 (the "Claims Process Initiation Date"), the Monitor shall cause a Claims Package to be sent to each Creditor with a Claim as evidenced by the books and records of the Respondents in accordance with paragraph 27 hereof. Any Notice of Disclaimer or Resiliation delivered to a Person after the Claims Process Initiation Date shall be accompanied by a Claims Package.
- 10. On or immediately following the Claims Process Initiation Date, the Monitor shall cause the Newspaper Notice to be published in the National Post for one Business Day.

- 11. On or immediately following the Claims Process Initiation Date, the Monitor shall post on the Monitor's Website copies of this Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form, and a blank Notice of Dispute form.
- 12. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith cause a Claims Package to be sent to such Creditor or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to any request relating to the Claims Process as may be appropriate in the circumstances.

NOTICE SUFFICIENT

- 13. Each of the:
 - (a) Claims Process Instruction Letter attached as Schedule "C";
 - (b) Proof of Claim form attached as Schedule "D";
 - (c) Notice of Revision or Disallowance attached as Schedule "E";
 - (d) Notice of Dispute attached as Schedule "F"; and
 - (e) Newspaper Notice attached as Schedule "G",

are hereby approved in substantially the forms attached. Despite the foregoing, the Monitor may, from time to time and with the consent of the Respondents, make minor changes to such forms as the Monitor considers necessary or desirable.

14. Publication of the Newspaper Notice, the sending to the Creditors of the Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order, shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Process, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order or the Claims Process.

FILING PROOFS OF CLAIM FOR NON-RESTRUCTURING CLAIMS

- 15. Subject to paragraphs 16 and 18 hereof, any Creditor who wishes to assert a Claim (other than a Restructuring Claim) against any of the Respondents or any Director or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 28 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
- 16. Subject to paragraph 18 and 19 hereof, any Person that does not file a Proof of Claim as provided for in paragraph 15 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor, with the prior written consent of the Respondents and the Petitioners, may agree to in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Respondents or any Director/Officer Claim against any of the Directors or Officers, and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Respondents' assets, or otherwise on account of any such Claim;
 - (d) not be entitled to receive any further notice in respect of the Claims Process; and
 - (e) the Monitor shall not be obligated to issue a Notice of Revision or Disallowance in respect of a Proof of Claim received after the Claims Bar Date.
- 17. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims and Claims that cannot be compromised as identified in sections 5.1(2) and 19(2) of the CCAA shall not be extinguished or otherwise affected by this Claims Process Order and, for greater certainty, paragraph 16 shall not apply to such claims.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

- 18. Notwithstanding paragraphs 15 and 16 hereof, any Creditor who wishes to assert a Restructuring Claim against any of the Respondents or any Director or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 28 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date) shall apply equally to any Restructuring Claims.
- 19. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 18 hereof so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor, with consent of the Respondents, may agree to in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing a Restructuring Claim against any of the Respondents or a Director/Officer Claim that is a Restructuring Claim against any of the Directors or Officers in relation to the disclaimer, resiliation or termination in respect of which such Restructuring Claim arose, and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Restructuring Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Respondents' assets, or otherwise on account of any such Restructuring Claim;
 - (d) not be entitled to receive further notice in respect of the Claims Process; and
 - (e) the Monitor shall not be obligated to issue a Notice of Revision or Disallowance in respect of a Restructuring Claim received after the Restructuring Claims Bar Date.

ADJUDICATION OF CLAIMS

- 20. The Monitor shall provide the Respondents' counsel and the Petitioners' counsel with copies of any Proofs of Claim and any other documents delivered to the Monitor pursuant to the Claims Process.
- 21. The Respondents and the Monitor shall review all Proofs of Claim received and shall accept, revise or disallow each Claim as set out therein. If the Monitor, after consultation with the Respondents, wishes to revise or disallow a Claim, the Monitor shall, no later than twenty (20) days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or such other date as may be determined by the Monitor in consultation with the Respondents and the Petitioners, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. Other than in respect of a Director/Officer Claim, if the Monitor does not send a Notice of Revision or Disallowance to a Creditor by such date or such other date as may be determined by the Monitor, in consultation with the Respondents and the Petitioners, the Claim as set out in the applicable Proof of Claim shall be a Proven Claim.
- 22. With respect to any Director/Officer Claim, the Monitor shall consult with the Director(s) or Officer(s) named in such Director/Officer Claim and, if instructed to revise or disallow the relevant Director/Officer Claim by the named Director(s) or Officer(s), the Monitor shall issue a Notice of Revision or Disallowance advising that the Directors/Officers Claim as set out in the Proof of Claim has been revised or disallowed and the reasons therefore, failing with the Directors/Officer Claim shall be a Proven Claim.
- 23. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 21 of this Claims Process Order and who wishes to dispute such Notice of Revision or Disallowance must:
 - (a) within ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor, in consultation with the Respondents and the Petitioners, deliver a completed Notice of Dispute to the Monitor; and

- (b) within 21 days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor, in consultation with the Respondents and the Petitioners, serve and file on the Respondents, the Petitioners and the Monitor a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material.
- 24. If a Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 21 hereof fails to deliver a Notice of Dispute and a Notice of Application within the time limits set forth in paragraph 22 hereof, then the Proven Claim of such Creditor, if any, shall be as set out in the applicable Notice of Revision or Disallowance.

NOTICE OF TRANSFEREES

- 25. If the holder of a Claim has transferred or assigned the whole of such Claim to another Person, neither the Monitor nor the Respondents shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged in writing by the Respondents and the Monitor. Subject to further order of the Court, any transferee or assignee of a Claim: (i) shall for the purposes of the Claims Process be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Respondents and the Monitor of satisfactory evidence of such transfer or assignment; (ii) takes the Claim subject to any defences or rights which the Respondents may have in respect thereof including any right of setoff to which the Respondents, or in the case of Director/Officer Claim, the affected Director or Officer may be entitled. For greater certainty: (i) a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Respondents; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.
- 26. Reference to a transfer in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICES

- 27. The Respondents and the Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver any letters, notices or other documents to Creditors or any other Person by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Respondents or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
- 28. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Monitor or the Respondents under this Claims Process Order shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Alvarez and Marsal Canada Inc.
Court-appointed Monitor of Migu Investments Inc. et al.
400 Burrard Street
Suite 1680, Commerce Place
Vancouver, British Columbia V6C 3A6
Attention: Nishant Vermani
Telephone: 604.639,0850

Fax: 604.638.7411

Email: nvirmani@alvarezandmarsal.com

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof by the Monitor before 5:00 p.m. (Vancouver time) on a Business Day or, if delivered after 5:00 p.m. (Vancouver time) or other than on a Business Day, on the next Business Day.

- 29. If, during any period in which notice or other communications are being given or sent pursuant to this Claims Process Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further Order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Process Order.
- 30. In the event this Claims Process Order is later amended by further Order, the Monitor shall post such further Order on the Monitor's Website and the Respondents or the Monitor may serve such further Order on the Service List and such posting and service shall constitute adequate notice to Creditors of the amendments made.

MISCELLANEOUS

- 31. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of any Plan and voting thereon (unless otherwise provided for in any subsequent Order), and for any distribution made to Creditors of the Respondents, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Respondents.
- 32. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Respondents and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Process Order.

- 33. The Monitor: (i) in carrying out its obligations under this Claims Process Order, shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (ii) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order, save and except in the event of any gross negligence or wilful misconduct on the part of the Monitor, (iii) shall be entitled to rely on the books and records of the Respondents, and any information provided by the Respondents, all without independent investigations, and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
- 34. Notwithstanding the terms of this Claims Process Order, the Respondents, the Petitioners and the Monitor may apply to this Court from time to time for directions from the Court with respect to this Claims Process Order and the Claims Process or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the schedules to this Claims Process Order.
- 35. Notwithstanding anything to the contrary herein, the Monitor may at any time:
 - (a) refer a Claim for resolution to the Court for any purpose where in the Monitor's discretion, in consultation with the Respondents and the Petitioners, such a referral is preferable or necessary for the resolution or the valuation of the Claim;
 - (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Respondents or any affected Director or Officer to later contest the validity or amount Claim; and
 - (c) with the consent of the Respondents, in writing, settle and resolve any disputed Claims, other than a Director/Officer Claim.

36. Endorsement of this Order by counsel appearing on this application, other than counsel for the Respondents, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT

| TO EACH OF THE ORDERS, IF ANY, THAT CONSENT: | |
|--|--------------|
| | |
| Signature of Vicki Tickle Lawyer for the Respondents | |
| | BY THE COURT |
| | REGISTRAR |

SCHEDULE A- COUNSEL APPEARING

| Name of Party | Counsel Name |
|---------------|--------------|
| | |
| | |
| | |
| | |

SCHEDULE "B"

DEFINITIONS

- 1. "Business Day" means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
- 2. "CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
- 3. "CCAA Charges" means, collectively, the Administration Charge, the Interim Lender's Charge and the D&O Charge (as such terms are defined in the Initial Order) and any other charge over the Respondents' assets created by any other Order;
- 4. "CCAA Proceedings" means the proceedings commenced by the Petitioners under the *CCAA* on the Filing Date in Supreme Court of British Columbia Action No. S197744, Vancouver Registry;
- 5. "Claim" means: (i) any Pre-Filing Claim, (ii) any Restructuring Claim; or (iii) any Director/Officer Claim, but does not include an Unaffected Claim;
- 6. "Claims Bar Date" means 5:00 p.m. (Vancouver time) on September 6, 2019 or such other date as may be ordered by the Court;
- 7. "Claims Package" means the document package which shall include copies of: (i) the Claims Process Instruction Letter; and (ii) a blank Proof of Claim form;
- 8. "Claims Process" means the call for and determination of Claims to be undertaken and administered by the Monitor and the Respondents pursuant to the terms of this Claims Process Order;
- 9. "Claims Process Instruction Letter" means the letter explaining how to complete a Proof of Claim;
- 10. "Claims Process Order" means the Order of the Court made in the CCAA Proceedings on July 22, 2019 establishing the Claims Process to which this Schedule "B" is appended;
- 11. "Court" means the Supreme Court of British Columbia;
- 12. "Creditor" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 25 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;
- 13. "Director" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any of the Respondents;

- 14. "Director/Officer Claim" means any right or claim of any Person against one or more of the Directors or Officers that relates to a Pre-Filing Claim or a Restructuring Claim, howsoever arising, for which any of the Directors or Officers are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity;
- 15. "**Filing Date**" means July 12, 2019;
- 16. "includes" means includes, without limitation, and "including" means including, without limitation;
- 17. "Initial Order" means the Order made July 12, 2019, in the CCAA Proceedings, as may be amended and extended from time to time;
- 18. "Lien" means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;
- 19. "Monitor" means Alvarez & Marsal Canada Inc. in its capacity as Court-appointed Monitor of the Respondents pursuant to the Initial Order;
- 20. "Monitor's Website" means the Monitor's website located at www.alvarezandmarsal.com/minisocanada;
- 21. "Newspaper Notice" means the notice of the Claims Process to be published in accordance with paragraph 10 of this Claims Process Order, calling for any and all Claims of Creditors;
- 22. "Notice of Disclaimer or Resiliation" means a written notice in any form issued on or after the Filing Date by the Respondents in accordance with the provisions of section 32 of the CCAA advising a Person of the disclaimer, resiliation or termination of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order;
- 23. "Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
- 24. "Notice of Revision or Disallowance" means the notice that may be delivered by the Monitor to a Creditor advising that the Respondents have revised or disallowed in whole or in part such Creditor's Claim as set out in its Proof of Claim;
- 25. "Officer" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any of the Respondents;
- 26. "Order" means an order of the Court made in these CCAA Proceedings;

- 27. "Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
- 28. "Plan" means a plan of arrangement or compromise under the CCAA proposed by one or more of the Respondents;
- 29. "Pre-Filing Claim" means any right or claim of any Person that may be asserted or made in whole or in part against any of the Respondents whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the Respondents or their property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Respondents become bankrupt on the Filing Date, and for greater certainty, includes Tax Claims; provided, however, that "Pre-Filing Claim" shall not include an Unaffected Claim:
- 30. **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its Claim;
- 31. "Proven Claim" means the amount, status and validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final for all purposes, including for voting and distribution purposes under any Plan. A Claim becomes a Proven Claim only in accordance with the process set forth in this Claims Process Order;
- 32. "Restructuring Claim" means any right or claim of any Person against any of the Respondents in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any of the Respondents to such Person arising out of the disclaimer, resiliation or termination on or after the Filing Date of any contract including any employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any right or claim of an employee of any of the Respondents arising from a termination of its

- employment after the Filing Date; provided, however, that "Restructuring Claim" shall not include an Unaffected Claim;
- 33. "Restructuring Claims Bar Date" means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. on the day that is 20 days after the date of the applicable Notice of Disclaimer or Resiliation, or such other date as may be ordered by the Court;
- 34. "Service List" means the service list kept by the Monitor and the Petitioners in the CCAA Proceeding and posted on the Monitor's Website;
- 35. "Tax Claim" means any Claim against any of the Respondents for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto;
- 36. "Taxing Authorities" means any government entity that is authorized by law to impose or collect any tax on or from any of the Respondents, and "Taxing Authority" means any one of the Taxing Authorities;
- 37. "Unaffected Claim" means, collectively, and subject to further order of this Court:
 - (a) any right or claim of any Person that may be asserted or made in whole or in part against any of the Respondents in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date (other than Restructuring Claims) and any interest thereon, including any obligation of any of the Respondents to creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to any of the Respondents on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;
 - (b) any claim secured by any of the CCAA Charges; and
 - (c) any claim of an employee of any of the Respondents for accrued vacation liabilities.

SCHEDULE C

CLAIMS PROCESS INSTRUCTION LETTER

CLAIMS PROCESS INSTRUCTION LETTER

IN THE MATTER OF MIGU INVESTMENTS INC. AND THE OTHER COMPANIES ENUMERATED IN APPENDIX "A" HERETO (collectively, the "Respondents")

CLAIMS PROCESS INSTRUCTION LETTER

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN APPENDIX "B" HERETO

The Respondents have identified you as a Person with a possible Claim against one or more of the Respondents or against one or more of the Directors and Officers. This Claims Process Instruction Letter provides instructions regarding how to participate in the Claims Process.

1. Scope of Claims

The definition of "Claim", "Pre-Filing Claim", "Restructuring Claim" and "Director/Officer Claim" are all reproduced in Appendix "B" to this letter. A "Claim" includes (without limitation) a claim of any right of ownership or of title to property or assets or right to a trust or deemed trust for any reason whatsoever against any of the Respondents or their property or assets.

2. Overview of the Claims Process

On July 22, 2019, on application by the Respondents, the Supreme Court of British Columbia (the "Court") granted an order (the "Claims Process Order") in proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") authorizing the Respondents to initiate a process (the "Claims Process") whereby creditors can prove their Claims against the Respondents and the Directors and Officers.

A copy of the Claims Process Order is posted on the Monitor's Website at: www.alvarezandmarsal.com/minisocanada.

Participation in the Claims Process is intended for: (i) any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against the Respondents, or any of the Directors or Officers, which arose before the Filing Date, and (ii) any Person asserting a Claim against the Respondents, or any of the Directors or Officers, arising as a result of a disclaimer, resiliation or termination, on or after the Filing Date, by any of the Respondents of any contract, agreement or arrangement of any nature whatsoever.

All enquires or questions regarding the Claims Process should be address to the Court-appointed Monitor at:

Alvarez & Marsal Canada Inc. 400 Burrard Street Suite 1680, Commerce Place Vancouver, British Columbia V6C 3A6 Attention: Nishant Vermani

Attention: Nishant Vermani Telephone: 604.639.0850

Fax: 604.638.7441

Email: nvermani@alvarezandmarsal.com

3. For Persons Submitting a Proof of Claim

You are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Vancouver time) on September 6, 2019 (the "Claims Bar Date"), to avoid the barring and extinguishment of any Claim (other than a Restructuring Claim) you may have against any of the Respondents or the Directors or Officers.

To avoid the barring and extinguishment of any Restructuring Claim you may have against the Respondents or any of the Directors or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by the later of:

(a) the Claims Bar Date, and (b) 5:00 p.m. (Vancouver time) on the day which is twenty (20) days after the date of the Notice of Disclaimer or Resiliation sent to you (the "Restructuring Claims Bar Date").

Additional Proof of Claim forms can be found on the Monitor's website at www.alvarezandmarsal.com/minisocanada or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit your Proof of Claim form, and any accompanying documentation, in <u>one</u> PDF file.

4. Claims Process Order

This Claims Process Instruction Letter is provided to assist you in participating in the Claims Process. If anything in this Claims Process Instruction Letter differs from the terms of the Claims Process Order, the terms of the Claims Process Order will govern.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU DO NOT FILE A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM WITH THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

(A) YOUR CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE RESPONDENTS OR ANY OF THE DIRECTORS OR OFFICERS:

- (B) YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OF ANY OF THE RESPONDENTS OR BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER SUCH PLAN, IF ANY;
- (C) YOU WILL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY ASSETS OF ANY OF THE RESPONDENTS; AND
- (D) YOU WILL NOT OTHERWISE BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS.

APPENDIX "A"

RESPONDENTS

| # | Entity Name |
|----|---------------------------------------|
| 1 | Migu Investments Inc. |
| 2 | Miniso Canada Investments Inc. |
| 3 | Miniso Canada Store Inc. |
| 4 | Miniso (Canada) Store One Inc. |
| 5 | Miniso (Canada) Store Two Inc. |
| 6 | Miniso (Canada) Store Three Inc. |
| 7 | Miniso (Canada) Store Four Inc. |
| 8 | Miniso (Canada) Store Five Inc. |
| 9 | Miniso (Canada) Store Six Inc. |
| 10 | Miniso (Canada) Store Seven Inc. |
| 11 | Miniso (Canada) Store Eight Inc. |
| 12 | Miniso (Canada) Store Nine Inc. |
| 13 | Miniso (Canada) Store Ten Inc. |
| 14 | Miniso (Canada) Store Eleven Inc. |
| 15 | Miniso (Canada) Store Twelve Inc. |
| 16 | Miniso (Canada) Store Thirteen Inc. |
| 17 | Miniso (Canada) Store Fourteen Inc. |
| 18 | Miniso (Canada) Store Fifteen Inc. |
| 19 | Miniso (Canada) Store Sixteen Inc. |
| 20 | Miniso (Canada) Store Seventeen Inc. |
| 21 | Miniso (Canada) Store Eighteen Inc. |
| 22 | Miniso (Canada) Store Nineteen Inc. |
| 23 | Miniso (Canada) Store Twenty Inc. |
| 24 | Miniso (Canada) Store Twenty-One Inc. |
| 25 | Miniso (Canada) Store Twenty-Two Inc. |

APPENDIX "B"

DEFINED TERMS

- "CCAA Charges" means, collectively, the Administration Charge, the Interim Lender's Charge and the D&O Charge (as such terms are defined in the Initial Order) and any other charge over the Respondents' assets created by any other Order in these CCAA Proceedings;
- "CCAA Proceedings" means the proceedings commenced by the Petitioners under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S197744, Vancouver Registry;
- "Claim" means: (i) any Pre-Filing Claim, (ii) any Restructuring Claim; or (iii) any Director/Officer Claim, but does not include an Unaffected Claim.
- "Creditor" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 25 of the Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person.
- "Director" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any one of the Respondents.
- "Director/Officer Claim" means any right or claim of any Person against one or more of the Directors or Officers that relates to a Pre-Filing Claim or a Restructuring Claim, howsoever arising, for which any of the Directors or Officers are by statute or otherwise by law liable to pay.
- "Filing Date" means July 12, 2019.
- "Initial Order" means the Order of the Court made July 12, 2019 in the CCAA Proceedings, as may be amended and extended from time to time.
- "Monitor" means Alvarez & Marsal Canada Inc. in its capacity as Court-appointed monitor of the Respondents.
- "Officer" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any one of the Respondents.
- "Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.
- "Pre-Filing Claim" means any right or claim of any Person that may be asserted or made in whole or in part against any of the Respondents whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the Respondents or their property or assets, and whether or not

any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Respondents become bankrupt on the Filing Date, and for greater certainty, includes Tax Claims; provided, however, that "Pre-Filing Claim" shall not include an Unaffected Claim;

- "Restructuring Claim" means any right or claim of any Person against any of the Respondents in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any of the Respondents to such Person arising out of the disclaimer, resiliation or termination on or after the Filing Date of any contract including any employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any right or claim of an employee of any of the Respondents arising from a termination of its employment after the Filing Date; provided, however, that "Restructuring Claim" shall not include an Unaffected Claim;
- "Tax Claim" means any Claim against any of the Respondents for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto.
- "Taxing Authorities" means any government entity that is authorized by law to impose or collect any tax on or from any of the Respondents, and "Taxing Authority" means any one of the Taxing Authorities.
- "Unaffected Claim" means, collectively, and subject to further order of this Court:
 - o any right or claim of any Person that may be asserted or made in whole or in part against any of the Respondents in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date (other than Restructuring Claims) and any interest thereon, including any obligation of any of the Respondents to creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to any of the Respondents on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;
 - o any claim secured by any of the CCAA Charges; and
 - o any claim of an employee of any of the Respondents for accrued vacation liabilities.

SCHEDULE D

FORM OF PROOF OF CLAIM

PROOF OF CLAIM

IN THE MATTER OF MIGU INVESTMENTS INC. AND THE OTHER COMPANIES ENUMERATED IN APPENDIX "A" HERETO (collectively, the "Respondents")

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX "B" THERETO.

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Order, which is posted to the Monitor's Website at: www.alvarezandmarsal.com/minisocanada.

1. Particulars of Claim

(a) Please complete the following (The name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned).

| Full Legal Na | me: |
|---------------|---|
| Full Mailing | Address: |
| A - 2 | |
| Telephone Nu | mber: |
| Facsimile Nu | mber: |
| E-mail addres | s: |
| Attention (Co | ntact Person): |
| (b) | Has all or part of the Claim been assigned by the Creditor to another party? Yes: [] No: [] |

2. Particulars of Assignee(s) (If any)

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

| Full Legal Name of Assigne | ο' |
|--|--|
| | |
| Full Mailing Address of Ass | ignee: |
| Telephone Number of Assig | nee: |
| Facsimile Number of Assign | |
| E-mail address of Assignee: | |
| Attention (Contact Person): | |
| 3. Proof of Claim | |
| I, | (name), of |
| (City and Province, State or | Territory) do hereby certify that: |
| • [] I am a Credit | or; <u>or</u> |
| I I I am the | (state position or title) of |
| | (state position or title) of(name of corporate Creditor), which is a Creditor; |
| I have knowledge of | all the circumstances connected with the Claim referred to below; |
| | Creditor, as applicable) have a Claim against the Respondent(s) checked boxes in Appendix "A" as follows: |
| PRE-FILING CLAIR | M (as at July 12, 2019): |
| \$ | (insert amount of Claim) |
| RESTRUCTURING | |
| contract inc | (insert amount of Claim resulting sclaimer, resiliation or termination, after the Filing Date, of any cluding any employment agreement, lease or other agreement or tof any nature whatsoever, whether written or oral); |
| TOTAL \$ | · |
| and the same of th | Creditor, as applicable) have a Director/Officer Claim against the (if asserting a ector or Officer, insert name(s) of such persons) as follows: |
| DIRECTOR/OFFICE | ER CLAIM: |
| \$ | (insert amount of Claim) |

<u>Note</u>: Claims should be submitted in Canadian Dollars converted using the applicable Bank of Canada exchange rate published on the Filing Date.

4. Nature of Claim

| (Check and complete appropriate category) | |
|---|--|
| A. UNSECURED CLAIM OF \$ no assets of the Respondents are pledged or held as security. | That in respect of this debt, |
| B. SECURED CLAIM OF \$ assets of the Respondents valued at \$ as security, particulars of which are as follows: | That in respect of this debt, are pledged to or held by me |
| | |

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. Particulars of Claims

Please attach details concerning the particulars of the Creditor's Claims or Restructuring Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the relevant Respondent(s) to the Creditor or asserted by the Creditor and estimated value of such security. Where a Claim is advanced against any Director or Officer, please explain the basis for such Claim, including, if applicable, reference to any relevant statutory or other authority.)

6. Filing of Claims

This Proof of Claim <u>must be received by the Monitor by no later than 5:00 p.m.</u> (Vancouver <u>time) on September 6, 2019</u> (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date <u>must be received by the Monitor by the later of:</u> (a) the Claims Bar Date, and (b) by 5:00 p.m. (Vancouver time) on the day which is twenty (20) days after the date of the applicable Notice of Disclaimer or <u>Resiliation</u> (the "Restructuring Claims Bar Date").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER <u>BARRED</u> AND <u>EXTINGUISHED</u>, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE RESPONDENTS OR THE DIRECTORS AND OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

Alvarez & Marsal Canada Inc. 400 Burrard Street Suite 1680, Commerce Place Vancouver, British Columbia V6C 3A6 Attention: Nishant Vermani

Telephone: 604.639.0850

Fax: 604.638.7441

Email: nvermani@alvarezandmarsal.com

| DATED this | day of | , 2019. |
|------------|--------|---|
| Witness: | | Per: |
| | | Print name of Creditor: |
| | | If Creditor is other than an individual, print name and title of authorized signatory |
| | | Name: |
| | | Title: |

APPENDIX "A"

RESPONDENTS

| # | Entity Name |
|----|---|
| 1 | Migu Investments Inc. |
| 2 | Miniso Canada Investments Inc. |
| 3 | Miniso Canada Store Inc. |
| 4 | Miniso (Canada) Store One Inc. |
| 5 | Miniso (Canada) Store Two Inc. |
| 6 | Miniso (Canada) Store Three Inc. |
| 7 | Miniso (Canada) Store Four Inc. |
| 8 | Miniso (Canada) Store Five Inc. |
| 9 | Miniso (Canada) Store Six Inc. |
| 10 | Miniso (Canada) Store Seven Inc. |
| 11 | Miniso (Canada) Store Eight Inc. |
| 12 | Miniso (Canada) Store Nine Inc. |
| 13 | Miniso (Canada) Store Ten Inc. |
| 14 | Miniso (Canada) Store Eleven Inc. |
| 15 | Miniso (Canada) Store Twelve Inc. |
| 16 | Miniso (Canada) Store Thirteen Inc. |
| 17 | Miniso (Canada) Store Fourteen Inc. |
| 18 | Miniso (Canada) Store Fifteen Inc. |
| 19 | Miniso (Canada) Store Sixteen Inc. |
| 20 | Miniso (Canada) Store Seventeen Inc. |
| 21 | Miniso (Canada) Store Eighteen Inc. |
| 22 | Miniso (Canada) Store Nineteen Inc. |
| 23 | Miniso (Canada) Store Twenty Inc. |
| 24 | Miniso (Canada) Store Twenty-One Inc. |
| 25 | Miniso (Canada) Store Twenty-Two Inc. |
| | 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 |

SCHEDULE E

NOTICE OF REVISION OR DISALLOWANCE

FORM OF NOTICE OF REVISION OR DISALLOWANCE

IN THE MATTER OF MIGU INVESTMENTS INC. et al. (collectively, the "Respondents")

NOTICE OF REVISION OR DISALLOWANCE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

| Full Legal Name | of Creditor: | | | | |
|---|--|---|--|---|-------------|
| | | | | | |
| Reference #: | | | | | |
| may be amended Alvarez & Mars notice that the | d, restated or supp al Canada Inc. in i | lemented from time ts capacity as More Itation with the R | ne to time (the "Conitor of the Response espondents, have | ed to the Respondent Claims Process Ordendents, hereby gives reviewed your Proc | er") you |
| | Proof of Claim as Submitted | Revised Claim as Accepted (\$CAD) | Secured (\$CAD) | Unsecured (\$CAD) | |
| | | | | | |
| Total Claim | | | | | |
| Reason for the R | evision or Disallov | vance: | | | |
| | | | | | |
| | | e xeres e e e e e e e e e e e e e e e e e e | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | No. 100-100-100-100-100-100-100-100-100-100 | | - |
| | | | | | |

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in .pdf format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on [Date], being ten (10) days after the date of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the Respondents.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance.

Address for service of Notice of Dispute:

Alvarez & Marsal Canada Inc. 400 Burrard Street Suite 1680, Commerce Place Vancouver, British Columbia V6C 3A6 Attention: Nishant Vermani Telephone: 604.639.0850

Fax: 604.638.7411

Dated at

Email: nvirmani@alvarezandmarsal.com

| Dated at | this | day of | - | , 2019. |
|---|------|---|---|---------|
| ALVAREZ & MARS In its capacity as the Co of the Respondents | | | | |
| Per: | | | | |
| Name: | | AAACTON ASSA SA S | | |
| Title: | | TO-MINISTRATIVE AND | | |

SCHEDULE F

NOTICE OF DISPUTE

FORM OF NOTICE OF DISPUTE

IN THE MATTER OF MIGU INVESTMENTS INC. et al. (collectively, the "Respondents")

NOTICE OF DISPUTE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

| may be amended, I/we hereby give Disallowance bear | der of the Supreme restated or supplem you notice of m ring Reference Num l Canada Inc., in it | nented from time to y/our intention to ber a | time, the "Claims dispute the Notic and dated | Process Order"), e of Revision or issued by |
|--|--|--|---|---|
| Full Legal Name o | of Original Creditor: | | | |
| | Reviewed Claim as Accepted (\$CAD) | Reviewed Claim as Disputed (\$CAD) | Secured (\$CAD) | Unsecured (\$CAD) |
| | | | | |
| | 4 | | | |
| Total Claim | | | | |
| Reasons for Dispuncessary): | te (attach additional | sheet and copies of | all supporting docur | nentation if |
| | | > | | - |
| Signature of Origi | nal Creditor or Repr | resentative of corpor | rate Creditor: | |
| Date: | | | | |
| (Please print name | e): | | | |

| Telephone Number: () | - | |
|-----------------------|--------------|--|
| Facsimile Number: () | - | |
| Email Address: | | |
| Full Mailing Address: | * | |
| | | |
| | | |

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on •, 2019 being ten (10) days after the date of the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the Respondents.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: [insert legal name of creditor]nod.pdf.

Address for service of Notices of Dispute:

Alvarez & Marsal Canada Inc. 400 Burrard Street Suite 1680, Commerce Place Vancouver, British Columbia V6C 3A6

Attention: Nishant Vermani Telephone: 604.639.0850

Fax: 604.638.7411

Email: nvirmani@alvarezandmarsal.com

SCHEDULE G

NEWSPAPER NOTICE

NEWSPAPER NOTICE

SOLICITATION OF CLAIMS AGAINST MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC. AND CERTAIN RELATED COMPANIES (COLLECTIVELY, THE "RESPONDENTS")

On July 22, 2019, the Respondents obtained an order (the "Claims Process Order") of the Supreme Court of British Columbia (the "Court") pursuant to the Companies' Creditors Arrangement Act (Canada) (the "CCAA") directing the Respondents and Alvarez & Marsal Canada Inc., the Court-appointed monitor of the Respondents (the "Monitor"), to carry out a process for the solicitation and determination of claims against the Respondents and their directors and officers (the "Claims Process").

This notice is being published to solicit claims against the Respondents and their Directors or Officers existing as at July 12, 2019.

A copy of the Claims Process Instruction Letter, the Claims Process Order and other public information concerning the Claims Process and the Respondents' CCAA proceedings generally can be found on the website of the Monitor at:

www.alvarezandmarsal.com/minisocanada

Any person who may have a claim against any of the Respondents or any of their directors or officers should carefully review the Claims Process Instruction Letter and the Claims Process Order. A complete list of all of the Respondents is attached as Appendix "A" to the Claims Process Instruction Letter.

The Claims Process requires that any person having a claim as of July 12, 2019 against any of the Respondents or against any of their directors or officers must send a Proof of Claim to the Monitor, to be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on September 6, 2019 (the "Claims Bar Date").

Proofs of Claim for claims arising as a result of a disclaimer, resiliation or termination, on or after July 12, 2019, of any contract or agreement by any of the Respondents <u>must be received by the Monitor by the later of:</u> (a) the Claims Bar Date; and (b) 5:00 p.m. (Vancouver time) on the day which is twenty (20) days after the date on which the contract or agreement was disclaimed, resiliated or terminated.

Creditors or persons who have not received a claims package from the Monitor should contact the Monitor by telephone at (604) 639-0850, fax at (604) 638-7411, email at nvirmani@alvarezandmarsal.com, or visit the Monitor's website.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, PERSONS WHO HAVE CLAIMS AGAINST THE RESPONDENTS OR AGAINST THEIR OFFICERS OR DIRECTORS AND WHO DO NOT FILE A PROOF OF CLAIM WITH THE MONITOR BY THE APPLICABLE DEADLINE SPECIFIED ABOVE

SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY SUCH CLAIM AND SUCH CLAIMS SHALL BE FOREVER $\underline{\mathsf{BARRED}}$ AND $\underline{\mathsf{EXTINGUISHED}}$.

SCHEDULE "D"

No. S197744 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36

BETWEEN:

MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL (GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO CORPORATION and GUANGDONG SAIMAN INVESTMENT CO. LIMITED

PETITIONERS

AND:

MIGU INVESTMENTS INC., MINISO CANADA INVESTMENTS INC., MINISO CANADA STORE INC., MINISO (CANADA) STORE ONE INC., MINISO (CANADA) STORE TWO INC., MINISO (CANADA) STORE THREE INC., MINISO (CANADA) STORE FOUR INC., MINISO (CANADA) STORE FIVE INC., MINISO (CANADA) STORE SIX INC., MINISO (CANADA) STORE SEVEN INC., MINISO (CANADA) STORE EIGHT INC., MINISO (CANADA) STORE NINE INC., MINISO (CANADA) STORE TEN INC., MINISO (CANADA) STORE ELEVEN INC., MINISO (CANADA) STORE TWELVE INC., MINISO (CANADA) STORE THIRTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE FIFTEEN INC., MINISO (CANADA) STORE SEVENTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE SEVENTEEN INC., MINISO (CANADA) STORE EIGHTEEN INC., MINISO (CANADA) STORE TWENTY INC., MINISO (CANADA) STORE NINETEEN INC., MINISO (CANADA) STORE TWENTY INC.,

RESPONDENTS

SCHEDULE OF DEFINED TERMS

| Defined Term | Defined Meaning |
|---------------------------------|---|
| "Canadian Operations" | The operations of the Respondents under the "Miniso" brand in Canada. |
| "Management Services Agreement" | The management services agreement among Miniso Lifestyle Canada Inc. and the Monitor on behalf of |
| | the Respondents, as authorized by the Initial Order. |

| the public. |
|-------------|
|-------------|

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

| [Check the bo | x(es) below for the application type(s) included in this application.] |
|---------------|--|
| | discovery: comply with demand for documents |
| | discovery: production of additional documents |
| | other matters concerning document discovery |
| | extend oral discovery |
| | other matter concerning oral discovery |
| | amend pleadings |
| | add/change parties |
| | summary judgment |
| | summary trial |
| | service |
| | mediation |
| | adjournments |
| | proceedings at trial |
| | case plan orders: amend |
| | case plan orders: other |
| | over out a |