C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
ESTATE NO.: 41-3358866
COURT NO.: 500-11-067094-264

S U P E R I O R C O U R T
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

9533-6293 QUÉBEC INC.

DEBTOR

P R O P O S A L

Bankruptcy and Insolvency Act

NOTE: **THIS TRANSLATION IS PROVIDED FOR CONVENIENCE ONLY AND IS NOT A CERTIFIED TRANSLATION. IN THE EVENT OF ANY INCONSISTENCY, AMBIGUITY OR CONFLICT OF INTERPRETATION BETWEEN THIS TRANSLATION AND THE FRENCH VERSION, THE FRENCH VERSION SHALL GOVERN AND PREVAIL**

9533-6293 QUÉBEC INC. hereby submits the following proposal to its creditors pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act*.

1. DEFINITIONS AND INTERPRETATION

Unless otherwise indicated in this Proposal, the following terms shall have the meanings set out below:

"**Ordinary Creditor**" means any person having an Ordinary Claim.

"**Debtor**" means 9533-6293 Québec Inc.

"**Fees and Disbursements**" means the Trustee's fees and disbursements directly or indirectly relating to the administration of the notice of intention filed by the Debtor and this Proposal.

"**BIA**" means the *Bankruptcy and Insolvency Act* in force in Canada at the time the Debtor filed its notice of intention.

"**Ordinary Claim**" means any provable claim against the Debtor that is unsecured, is not preferred pursuant to section 136 of the BIA and does not have priority pursuant to section 60 of the BIA, including, without limitation, unliquidated, contingent, unassessed or unmatured claims.

"**Trustee**" means Deloitte Restructuring Inc.

"**Court**" means any court referred to in subsections 183(1.1), (2.1) and (3) of the BIA.

Any other term or expression used in this Proposal shall be defined and interpreted in accordance with the meaning assigned to it in the BIA, including, without limitation, sections 2, 4 and 121 thereof.

2. SECURED CREDITORS

For the purposes of this Proposal, the secured creditors shall be divided into three (3) separate classes, as more fully described below.

2.1 CAISSE DESJARDINS DE L'OUEST DE LAVAL

All provable claims of Caisse Desjardins de l'Ouest de Laval secured by one or more assets of the Debtor shall be paid in accordance with the existing agreements or such arrangements as may be entered into between that creditor and the Debtor.

2.2 THE ALDO GROUP INC.

All provable claims of The Aldo Group Inc. secured by one or more assets of the Debtor shall be paid in accordance with the existing agreements or such arrangements as may be entered into between that creditor and the Debtor.

2.3 OTHER SECURED CREDITORS

Pursuant to subsection 50.1(2) of the BIA, the Debtor values at $0 the security relating to the provable claims of any other secured creditor. Accordingly, the provable claims of any other secured creditor shall be treated as Ordinary Claims to be settled in accordance with section 5 of this Proposal.

3. FEES AND DISBURSEMENTS

The Trustee's Fees and Disbursements shall be paid in addition to the settlement proposed to Ordinary Creditors under section 5 of this Proposal, upon presentation of the accounts to the Debtor, and in priority to any other payment provided for under this Proposal.

4. UNSECURED CREDITORS WITH PRIORITY RIGHTS

4.1 WAGE CLAIMS

The Debtor's current and former employees shall receive, upon approval of this Proposal by the Court and in addition to the settlement proposed to Ordinary Creditors under section 5 of this Proposal, a payment equal to, on the one hand, the amount they would be entitled to receive under paragraph 136(1)(d) of the BIA if the Debtor had become bankrupt on the date the notice of intention was filed and, on the other hand, the amount of wages, salaries, commissions or compensation for services rendered between that date and the date this Proposal is approved by the Court.

4.2 PREFERRED CLAIMS

If any, every provable claim whose payment would have ranked in priority, subject to the rights of secured creditors, pursuant to paragraphs 136(1)(a), (b), (c), (d.01), (d.02), (d.1), (e), (f), (g), (h), (i) and (j) of the BIA if the Debtor had become bankrupt on the date its notice of intention was filed shall be paid in full, without additional interest, in priority to every Ordinary Creditor, no later than thirty (30) days after approval of this Proposal by the Court, from the settlement proposed to Ordinary Creditors under section 5 of this Proposal.

4.3 CROWN CLAIMS — SOURCE DEDUCTIONS

If any, every provable claim of His Majesty in right of Canada or a province for amounts that could be subject to a demand under any of paragraphs 60(1.1)(a), (b) and (c) of the BIA shall be paid in full, without additional interest, in priority to every Ordinary Creditor, no later than six (6) months after approval of this Proposal by the Court, from the settlement proposed to Ordinary Creditors under section 5 of this Proposal.

4.4 PRESCRIBED PENSION PLANS

If any, every provable claim relating to a prescribed pension plan established for the Debtor's employees and referred to in subsection 60(1.5) of the BIA shall be paid in full, without additional interest, in priority to every Ordinary Creditor, upon approval of this Proposal by the Court, from the settlement proposed to Ordinary Creditors under section 5 of this Proposal.

5. ORDINARY CREDITORS

5.1 SETTLEMENT PROPOSED TO ORDINARY CREDITORS

Subject to the payments required to be made in priority under this Proposal, the Ordinary Claims, **other than the Ordinary Claims of Fonds régionaux de solidarité FTQ, s.e.c.**, shall be finally settled in consideration of the payment of a lump sum of $1,000,000 by the Debtor to the Trustee.

5.2 *PAYMENT OF THE SETTLEMENT PROPOSED TO ORDINARY CREDITORS*

The lump sum of $1,000,000 shall be payable by the Debtor to the Trustee as follows:

i) January 15, 2027: $333,000;
ii) July 15, 2027: $333,000;
iii) December 15, 2027: $334,000.

The Debtor may at any time prepay the unpaid portion of the $1,000,000 lump sum.

5.3 DIVIDEND DISTRIBUTIONS TO ORDINARY CREDITORS

The Trustee shall make three (3) dividend distributions to the Ordinary Creditors on the following dates:

i) January 31, 2027;
ii) July 31, 2027;
iii) December 31, 2027.

The dividend to which each Ordinary Creditor is entitled shall be calculated as follows:

- A first tranche equal to the lesser of:
  i) $1,000; or
  ii) its proven Ordinary Claim;
- A second tranche calculated pro rata based on the proven Ordinary Claims remaining unpaid after the first tranche above.

5.4 SETTLEMENT PROPOSED TO THE UNSECURED CREDITOR FONDS RÉGIONAUX DE SOLIDARITÉ, S.E.C.

All Ordinary Claims of the unsecured creditor Fonds régionaux de solidarité, s.e.c. shall be finally settled in consideration of the Debtor issuing, no later than January 31, 2027, common shares (i.e., participating and voting shares) of its share capital, all in accordance with arrangements to be entered into between that creditor and the Debtor.

For greater certainty, the unsecured creditor Fonds régionaux de solidarité, s.e.c. shall not participate in the distributions to Ordinary Creditors provided for in section 5.3 of this Proposal.

6. INSPECTORS

A maximum of five (5) inspectors may be appointed at the meeting of creditors.

The appointed inspectors shall have, among other powers, the authority to waive any default by the Debtor in the performance of any provision of this Proposal, in accordance with section 62.1 of the BIA.

7. CLAIMS AGAINST DIRECTORS

Pursuant to subsection 50(13) of the BIA, approval of this Proposal by the Court shall have the effect of finally settling, without additional payment, any claim that may be made against the Debtor's current or former directors in respect of obligations for which they could, in their capacity as directors, be liable at law.

8. TRUSTEE

Any amount payable by the Debtor under this Proposal shall be paid to the Trustee for distribution to the creditors in accordance with the terms of the BIA and this Proposal.

In carrying out its mandate, the Trustee may exercise all powers and remedies legally available to it, expressly excluding those provided for in sections 95 to 101 of the BIA and sections 1631 to 1636 of the *Civil Code of Québec*

DATED at Montréal this 9th day of October 2026.

9533-6293 QUÉBEC INC.

PER: (Signed)
Steven Poirier, President