SCHEDULE "A"

Sale and Investment Solicitation Process Summary

Purpose

1. The purpose of the Sale and Investment Solicitation Process ("**SISP**") is to identify one or more financers or purchasers of and investors in the Applicants' business with a projected completion date of a transaction or transactions by the end of July, 2013.

Defined Terms

2. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Order granted by the Ontario Superior Court of Justice (the "**Court**") on May 9, 2013 (the "**Initial Order**") in respect of the Applicants' proceedings commenced under the CCAA.

SISP Procedures

3. The Applicants, with the assistance of the Monitor (collectively, the "**SISP Team**"), will compile a listing of prospective financiers, investors and purchasers ("**Interested Parties**"). The SISP Team will make best efforts to contact all parties identified in the list as well as any additional parties that the SISP Team believes could be a potential financier, investor or purchaser.

4. The Applicants, with the oversight of the Monitor (who will monitor the process), will conduct a financing, investor and sale solicitation process whereby Interested Parties will have the opportunity to submit a offer to finance the Applicants, to purchase some or all of the Applicants' Property or to make an investment in the Applicants.

5. The SISP Team will determine whether the SISP should include newspaper or other advertising directed at Interested Parties and, if so determined, shall cause a notice of the SISP to be published by May 14, 2013.

6. As soon as possible after the date of the Initial Order, the SISP Team will distribute to

Interested Parties an interest solicitation letter detailing this opportunity. A form of confidentiality agreement ("**CA**") will be attached to the interest solicitation letter that Interested Persons will be required to sign in order to gain access to confidential information and to commence performing due diligence (each Interested Party who signs a CA being referred to herein as, a "**Prospective Offeror**"). Those parties who have already executed a confidentiality agreement with the Applicants (also a "**CA**" for the purposes hereof) may not be required to execute a new confidentiality agreement. All CAs shall enure to the benefit of any purchaser of the Applicants' business.

7. The Applicants, with the oversight of the Monitor, may provide an investment overview document to each Prospective Offeror. The document will provide an overview of the Applicants' business, assets and prospects that may be of interest to prospective buyers or investors.

8. A chart summarizing the important dates for the SISP is set out below:

Sale and Investment Solicitation Process	Date
Court Approval of SISP	May 9, 2013
Publish Advertisement	May 14, 2013
Marketing to Interested Parties	May 9 to June 11, 2013
Submission of Letters of Intent	Anytime up to June 11, 2013
Qualifying Offerors	Within 2 Business Days of receipt of Letter of Intent and no later than June 13, 2013
Access to on-line data room and site visits	Immediately upon becoming a Qualified Offeror to date of Submission of Binding Offer
Offer Deadline	July 15, 2013
Clarification of offers and re-bidding, if applicable	between July 15 and July 31, 2013
Execution of Binding Agreement (Financing Agreement, APA, etc.)	between July 15 and July 31, 2013
Court approval of Transaction(s)	between July 15 and July 31, 2013
Closing(s)	July 31, 2013

9. At any time during the SISP, the Monitor may, upon reasonable prior notice to the Applicants, apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

10. The Applicants shall have the ability to apply to Court at any time to modify the timelines set out herein and/or terminate the SISP if the Applicants, in consultation with the Monitor, if they are of the view that a transaction involving a refinancing or investment can be concluded on an expedited timeline.

Non-Binding LOIs

11. In order for a Prospective Offeror to participate in the SISP, the Applicants and the Monitor must receive from such Prospective Offeror a non-binding letter of intent ("**LOI**") anytime on or before noon Toronto Time on June 11, 2013, which LOI shall include:

    (a) an indication of the proposed financing, investment terms or purchase price;

    (b) any anticipated regulatory and other approvals required to close the proposed transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;

    (c) a timeline to closing with critical milestones; and

    (d) such other information reasonably requested by the Applicants, in consultation with the Monitor.

12. In addition, in order to be considered by the Applicants, in consultation with the Monitor, an LOI must be accompanied by such form of financial disclosure and credit-quality support or enhancement that will allow the Applicants to make a reasonable determination as the Prospective Offeror's financial and other capabilities to consummate the proposed transaction.

13. The Applicants, with the assistance of Monitor, will evaluate the LOIs based on, among

other things, the ability of a Prospective Offeror to complete due diligence and conclude a transaction within the time frame set out herein.

Identification of Qualified Offeror(s)

14. The Applicants, with the assistance of the Monitor, shall consider each of the LOIs and determine whether to pursue a transaction on the terms set out in any of the LOIs. Any Prospective Offeror(s) deemed to be a qualified offeror(s) will be advised by the Monitor on behalf of the Applicants within two Business Days of receipt and in any event on or before June 13, 2013 (the "**Qualified Offeror**"), and will thereafter be provided with access to additional information on the business and the Property, including access to an online data room and an opportunity to meet with senior management of the Applicants in order to permit the Qualified Offeror(s) to complete their due diligence.

Submissions of Offers

15. The offer procedure (the "**Offer Procedure**") is as follows:

(a) all offers for financing, investment and purchase must be submitted in writing to the Monitor and received on or before noon Toronto time on July 15, 2013 (the "**Offer Deadline**");

(b) each Qualified Offeror must submit, before the Offer Deadline, an offer including the identification of the Qualified Offeror, evidence of corporate authority and proof of such Qualified Offeror's financial ability to perform the proposed transaction to the satisfaction of the Applicants and the Monitor acting reasonably; and

(c) an offer should, among other things, be in the form of a binding offer capable of acceptance, irrevocable for a period of 15 Business Days, and in the case of a sale transaction, be accompanied by a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Monitor) or such other form of deposit as is acceptable to the Monitor, payable to the order of the Monitor, in trust (the "**Deposit**"), in an amount equal to at least 10% of the purchase price contemplated therein (each offer submitted in accordance with these offer procedures is a **"Qualified Offer"**).

Qualified Offers

16. An offer will be considered a **"Qualified Offer"** only if (i) it is submitted by a Qualified Offeror on or before the Offer Deadline, (ii) the requirements of the immediately preceding paragraph are complied with to the satisfaction of the Applicants and the Monitor, and (iii) the offer complies with, among other things, the following requirements:

    (a) it includes a letter stating that the offer is irrevocable and open for acceptance until at least 4:00 p.m. Toronto time on July 31, 2013;

    (b) it includes proof of financial ability to close the transaction, and shall not be conditional upon financing;

    (c) in the case of a proposed purchase of the Applicants' Property, it includes the following: an acknowledgement and representation that the offeror: (a) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement;

    (d) in the case of an investment in the Applicants' business, it includes the following: an acknowledgement and representation that the offeror: (a) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid; and (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the

Applicants or the completeness of any information provided in connection therewith, except as expressly stated in the investment agreement;

(e) it states any conditions to closing; and

(f) it is, in the reasonable opinion of the Monitor and the Applicants, likely to close on or prior to July 31, 2013 ("**Closing Date**") or such other date as the Monitor deems reasonable in the circumstances.

17. Each Qualified Offer will be considered by the Applicants with the assistance of the Monitor. The Monitor, in consultation and working with the Applicants, may seek clarifications with respect to any Qualified Offers.

Post-Offer Procedure

18. If one or more Qualified Offers are received, the Applicants, in consultation with the Monitor, may choose to:

(a) accept one (or more if for distinct transactions) Qualified Offer(s) (the "**Successful Offer**" and the Qualified Offeror(s) making the Successful Offer(s) being the "**Successful Offeror**") and take such steps as are necessary to finalize and complete an agreement for the Successful Offer(s) with the Successful Offeror(s); or

(b) continue negotiations with a selected number of Qualified Offerors (collectively, "**Selected Offerors**") with a view to finalizing an agreement with one of the Selected Offerors.

19. The Applicants shall be under no obligation to accept the highest or best offer or any offer and the selection of the Selected Offers and the Successful Offer(s) shall be entirely in the discretion of the Applicants, after consultation with the Monitor.

Other Terms

20. All Deposits will be retained by the Monitor and invested in an interest bearing trust account. If there is a Successful Offer, the Deposit (plus accrued interest) paid by the

Successful Offeror whose bid is approved by the Court will be applied to the purchase price to be paid by the Successful Offeror upon closing of the approved transaction and will be non-refundable. The Deposits (plus applicable interest) of Qualified Offerors not selected as the Successful Offeror will be returned to such offerors within 5 Business Days of the date upon which the Successful Offer is approved by the Court. If there is no Successful Offer, subject to the following paragraph, all Deposits (plus applicable interest) will be returned to the applicable Qualified Offerors within 5 Business Days of the date upon which the SISP is terminated in accordance with these procedures.

21. If a Successful Offeror breaches its obligations under the terms of the SISP, its Deposit shall be forfeited to the Applicants as liquidated damages and not as a penalty.

22. The Applicants will apply to the Court (the "**Approval Motion**") for an order approving the Successful Offer(s) and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Offer(s) and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Offer.

23. The Approval Motion will be held on a date to be scheduled by the Court upon application by the Applicants. The Approval Motion may be adjourned or rescheduled by the Applicants or the Monitor without further notice by an announcement of the adjourned date at the Approval Motion.

24. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Offer.