

Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

MOTION RECORD

(Motion for Extension of Time Returnable December 18, 2018)

December 11, 2018

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 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

IN THE MATTER OF THE NOTICES OF INTENTION
 TO MAKE A PROPOSAL OF
 FLUID BRANDS INC.,
 11041037 CANADA INC. and 11041045 CANADA INC.

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TAB 1

Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

NOTICE OF MOTION

(December 18, 2018 Motion for Extension of Time and Related Relief)

The Debtors, Fluid Brands Inc., 11041037 Canada Inc., 11041045 Canada Inc., (collectively the “**Companies**”) will make a Motion to a Judge on Tuesday, December 18, 2018 at 10:00 a.m., or as soon after that time as the Motion can be heard at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

1. **PROPOSED METHOD OF HEARING:** The Motion is to be heard

in writing under subrule 37.12.1(1) because it is ;

in writing as an opposed motion under subrule 37.12.1(4);

orally.

2. **THE MOTION IS FOR:**

- (a) an Order pursuant to s. 50.4 (9) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) extending the time within which the Companies must file their proposals to creditors by a period of 42 days from December 20, 2018 to January 31, 2019;
- (b) If necessary, an Order *nunc pro tunc* authorizing the December 5, 2018 sale by the Companies to 2668602 Ontario Inc. (“**266**”) of the furniture, fixturing and equipment (“**FF&E**”) located at 25 of the Companies’ stores, including the Companies’ warehouse/distribution centre located in Brampton, Ontario; and the Companies’ head office located on Orfus Road, Toronto, Ontario;
- (c) Approval of the fees and disbursements of the Proposal Trustee, Richter Advisory Group Inc. and its counsel Osler, Hoskin & Harcourt LLP as described in the Fee Affidavit(s) of a representative of the Proposal Trustee and a representative of its counsel, filed;
- (d) Such further and other Relief as to this Honourable Court may seem just.

3. **THE GROUNDS FOR THE MOTION ARE:**

Nature of the Debtors’ Businesses

- (a) The Debtor 11041037 Canada Inc. (“**Bombay**”) operates 52 retail stores in seven provinces (subject to a number of disclaimers of leases issued by Bombay that will take effect as of December 31, 2018), including 11 in Quebec and 29 in Ontario, under the name “The Bombay Store”. It has approximately 660 employees;

- (b) The Debtor 11041045 Canada Inc. (“**Bowring**”) currently operates 53 retail stores in eight provinces, (subject to a number of disclaimers of leases issued by Bowring that will take effect as of December 31, 2018) including 10 in Quebec and 33 in Ontario under the name “Bowring”¹. It has approximately 530 employees;
- (c) Bombay and Bowring operate as two separate retail stores selling high quality home accessories and furnishings;
- (d) The Debtor Fluid Brands is a holding company whose sole function is to hold the shares of Bombay and Bowring;

Filing of the NOI’s

- (e) On October 25, 2018, each of the Companies filed a Notice of Intention to File a Proposal (“**NOI**”) pursuant to the BIA;

Previous Court Orders

- (f) In connection with the filing of the NOIs, on November 2, 2018, the Companies applied for and obtained from this Honourable Court two separate Orders issued by the Honourable Mr. Justice Hainey;
- (g) The first Order issued by Justice Hainey was an Administration Order, which dealt with various matters in respect of the Companies’ restructuring, and, *inter alia*, extended the time within which the Companies must file their Proposals to December 20, 2018;

¹ As detailed below, some Bowring and Bombay locations have been disclaimed, although the lease disclaimers have not yet taken effect.

- (h) The second Order issued by Justice Hainey on November 2, 2018 was a Liquidation Process Order (the “**Liquidation Process Order**”) approving a liquidation sale pursuant to which the Companies have been operating since early November, 2018. The Liquidation Process order specifically contemplates that the liquidation sale will proceed throughout the holiday period, ending on December 31, 2018;
- (i) The Companies have been operating with the support of their first-ranking lender, Canadian Imperial Bank of Commerce (“**CIBC**”) which is currently owed approximately \$6 million. The other two major secured creditors holding security over all of the personal property of are Issac Bennet Sales Agencies Inc. (“**IBSA**”) and F.B.I. Inc. (“**FBI**”). IBSA did not oppose the Liquidation Process Order and FBI supported it;
- (j) Since the issuance of the Sales Process Order and the Administration Order, the Companies have been proceeding with the liquidation sale as approved by the Court. The sale continues and it is anticipated will continue through to the end of the holiday season;
- (k) The activities of the Companies since the issuance of the November 2, 2018 Orders include:
 - (i) dealing with numerous unpaid vendors and/or shipping agents with respect to goods that were in-transit as of the date of the filing of the NOIs, including efforts to negotiate payment for same and, ultimately, releasing any claim of the Companies to the majority of those goods;

- (ii) determining which stores to close as of December 31, 2018, and preparing 86 store lease disclaimers that will become effective in December 31, 2018;
 - (iii) discussions with the Companies' secured creditors, including regularly-required updates to CIBC pursuant to the loan and security agreements with CIBC, including the Forbearance Agreement;
 - (iv) discussions regarding a potential purchase of the assets of the Companies by a third party purchaser pursuant to a possible stalking horse process. At this time, no agreement has been signed with the potential purchaser and no party has brought proceedings before the Court in connection with any potential purchase of the assets of the Companies;
 - (v) on a daily basis, dealing with the sales agent conducting the liquidation sale pursuant to the Liquidation Process Order, including discussions regarding the extent and nature of merchandise discounting and other pricing issues, as well as the sale of FF&E;
 - (vi) dealing with TD Merchant Banking Services ("TD"), the merchant banking services provider to the Companies in respect of certain contractual arrangements between the Companies and TD that contemplate TD being in the position of advancing further credit to the Companies at times.
- (l) The requested extension is necessary in order for the Companies to complete the liquidation sale previously approved by the Court, and there is no reason to

terminate or alter the structure of that process by way of a deemed bankruptcy of the Companies (which would be the result of a dismissal of this Motion);

- (m) Since the issuance of the previous Court orders on November 2, 2018, the Companies have been working with due diligence and in good faith to implement the restructuring measures authorized by the Court, or authorized pursuant to the BIA,
- (n) As a result of these liquidation-related measures, the Companies propose to operate between December 31, 2018 and January 31, 2019 with a greatly reduced number of stores and employees. As a result, as the cash flow statement filed by the Proposal Trustee in connection with this Motion will show, the Companies will have sufficient cash to operate through to January 31, 2019.
- (o) The requested extension will cover the period to the end of the liquidation sale and allow several weeks thereafter for the Companies to assess their position and potentially put forward viable proposals to their creditors.
- (p) The Proposal Trustee supports the requested extension;

Sale of FF&E

- (q) On December 5, 2018, 2668602 Ontario Inc. (“266”) (a related company to the Companies) purchased the FF & E located at 88 Stores (as defined in the Consultation Agreement approved by the Court previously).
- (r) The sale of FF&E owned by the Companies was authorized by the Liquidation Process Order;

- (s) Other than 266, no other party has made a firm offer to purchase the FF&E. It will take roughly six weeks to disassemble, pack and remove the FF&E from the warehouse and the head office. As a result of the lease disclaimers becoming effective in January, it was critical to conclude a sale of the FF&E located at the head office and warehouse at this stage, as otherwise, such FF&E would be abandoned on the effective date of the disclaimer of the applicable leases.
- (t) The Proposal Trustee approved the proposed expense budget in respect of the sale of the FF&E, including the sale price.
- (u) The Companies take the position that the sale of the FF&E to 266 was previously approved by the Liquidation Process Order. IBSA, however, has taken the position in correspondence that the sale of the FF&E to 266 contravenes the existing security held by IBSA against the Companies. Out of an abundance of caution, the Companies are seeking either an approval of the sale of FF & E, *nunc pro tunc*, or the direction of the Court that the FF&E sale was previously authorized by the Liquidation Process Order and is therefore unnecessary.
- (v) The three major secured creditors of the Companies either support the extension or do not oppose it.
- (w) No creditor would be materially prejudiced if the extension being requested is granted.
- (x) The fees and disbursements of the Proposal Trustee are reasonable and should be approved by the Court;

- (y) Sections 50.4 (9) and 65.13 of the BIA; and
- (z) Such further and other grounds as the lawyers may advise.

4. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:

- (a) The Affidavit Fred Benitah sworn December 11, 2018;
- (b) The Fee Affidavits of a representative of the Proposal Trustee and a representative of its counsel;
- (c) The Second Report to Court of the Proposal Trustee;
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 11, 2018

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Inc. and 11041045 Canada Inc.

TO: **THE SERVICE LIST**

RCP-E 37A (July 1, 2007)

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC., 11041037 CANADA INC. and 11041045 CANADA INC.

Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

(December 18, 2018 Motion for Extension of Time
and Related Relief)

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

AFFIDAVIT OF FRED BENITAH
(December 18, 2018 Motion for Extension of Time)

I, Fred Benitah, of the Town of Innisfil, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am the sole officer and Director of each of Fluid Brands Inc., 11041045 Canada Inc. and 11041037 Canada Inc. (collectively, the “**Debtors**” or the “**Companies**”) which form an integrated group of companies who are the Debtors in this proceeding, and, as such, have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.

Nature of the Debtors’ Businesses

2. The Debtor 11041037 Canada Inc. (“**Bombay**”) operates 52 retail stores in seven provinces, (pending a number of disclaimers of leases issued pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) taking effect in January, 2019) including 11 in Quebec and 29 in Ontario, under the name “The Bombay Store”. It has approximately 660 employees.

3. The Debtor 11041045 Canada Inc. (“**Bowring**”) currently operates 53 retail stores in eight provinces, (pending a number of disclaimers of leases issued pursuant to the BIA) including 10 in Quebec and 33 in Ontario under the name “Bowring”. It has approximately 530 employees.

4. The Debtor Fluid Brands is a holding company whose primary function is to hold the shares of Bombay and Bowring.

5. The Bombay and Bowring stores are, for the most part, located in mall locations owned by major Canadian retail landlords. The head office of the group, located on Orfus Road, in Toronto, is leased from IBSA (defined below). The business operations of the Debtors are integrated with one another and centralized at the Toronto head office, with the Debtor Fluid Brands ultimately serving as the management company for the Debtors’ retail operations.

The Filing of the NOI’s

6. On October 25, 2018, each of the Companies filed a Notice of Intention to File a Proposal (“NOI”) pursuant to the BIA.

**Attached hereto and marked as Exhibit “A” is true copy of the
Notices of Intention to File a Proposal**

Previous Court Orders

7. In connection with the filing of the NOIs, on November 2, 2018, the Companies applied for and obtained two separate Orders from this Honourable Court, issued by the Honourable Mr. Justice Hainey.

8. The first Order issued by Justice Hainey was an Administration Order which dealt with certain matters in respect of the Companies' restructuring, and, *inter alia*, extended the time within which the Companies must file their Proposals to December 20, 2018.

Attached hereto and marked as Exhibit "B" is a true copy of the Administration Order dated November 2, 2018

9. The second Order issued by Justice Hainey was a Liquidation Process Order (the "**Liquidation Process Order**") approving a liquidation sale which the Companies have been conducting since early November, 2018. The Liquidation Process Order specifically contemplates that the liquidation sale will continue throughout the holiday period, ending on December 31, 2018.

Attached hereto and marked as Exhibit "C" is a true copy of the Liquidation Process Order dated November 2, 2018.

10. The Companies have been operating with the support of their first-ranking secured lender, Canadian Imperial Bank of Commerce ("**CIBC**") pursuant to a Forbearance Agreement dated November 1, 2018. As of the date of this Affidavit, CIBC is currently owed approximately \$6 million by the Companies. By way of comparison, the Companies' initial cashflow statement filed with the Court shows that CIBC was owed approximately \$25.6 million at the commencement of the liquidation sale.

Attached hereto and marked as Exhibit "D" is a true copy of the Forbearance Agreement dated November 1, 2018.

11. The other two significant secured creditors holding security over all of the personal property assets of the Companies are Isaac Bennet Sales Agencies Inc. ("**IBSA**") and F.B.I. Inc.

(“FBI”), owed approximately \$14.8 million and \$9.6 million respectively. FBI supported, and IBSA did not oppose, the issuance of the previous two Orders on November 2, 2019.

Attached hereto and marked as Exhibit “E” is a true copy of a *Personal property Security Act* search in respect of each of the Companies, including under prior names.

12. Since the issuance of the Sales Process Order and the Administration Order, the Companies have been proceeding with the liquidation sale as approved by the Court. The sale continues and it is anticipated will continue through to the end of the holiday season.

Activities of the Companies Since the Last Extension

13. The major activities of the Companies since the last extension include, but are not limited to:

- (a) dealing with numerous unpaid vendors and/or shipping agents with respect to goods that were in-transit as of the date of the filing of the NOIs, including efforts to negotiate payment for same and, ultimately, releasing any claim of the Companies to the majority of those goods;
- (b) determining which stores to close as of December 31, 2018, and preparing lease disclaimers in respect of 86 stores, effective December 31, 2018. The basis for the determination of which stores to disclaim and which remain open is based largely on a potential purchase of a reduced number of stores by a third-party purchaser;
- (c) the potential purchaser has advised the Companies of certain locations that it may be interested in purchasing/keeping open, and, through the Proposal Trustee, has funded the rent and related costs for those stores until January 15, 2019. The

Companies are not aware if the potential purchaser intends to keep these stores open beyond that date. The leases for these stores have not been disclaimed as a result. As of the date of this Affidavit, the potential purchaser has not proceeded with the proposed transaction, insofar as no sale agreement has been entered into, nor have proceedings have been commenced in that regard by the potential purchaser. It is the Companies' intention to disclaim the leases for its head office and warehouse locations with an effective date of January 15, 2019;

Attached hereto and marked as Exhibit "F" is a list of the store locations for both Bombay and Bowring that have not been disclaimed.

- (d) discussions with the Companies' secured creditors, including regularly-required updates to CIBC pursuant to the loan and security agreements with CIBC, including the Forbearance Agreement;
- (e) discussions regarding the potential purchase of all or certain of the assets of the Companies by the proposed purchaser pursuant to a possible stalking horse process;
- (f) on a daily basis, dealing with the sales agent conducting the liquidation sale pursuant to the Liquidation Process Order, including discussions regarding extent and nature of merchandise discounting and other pricing issues and the sale of FF&E (as defined in the liquidation sale agreement authorized by the Court in the Liquidation process order);

- (g) Dealing with TD Merchant Banking Services (“TD”), the merchant banking services provider to the Companies in respect of certain contractual arrangements between the Companies and TD that contemplate TD being in the position of advancing further credit to the Companies at times. Negotiations with counsel for TD with a view to entering into an acceptable arrangement are ongoing as of the date of this Affidavit.

Necessity for the Extension

14. The requested extension is necessary in order for the Companies to complete the liquidation sale previously approved by the Court, and then to provide a period of several weeks to allow the Companies to assess their position and formulate a Proposal or Proposals. There is no reason to terminate or alter the structure of that process at this time.

The Companies will have Sufficient Cashflow to Operate Through the Requested Extension

15. As stated above, since the issuance of the November 2, 2018 Orders, the Companies have issued lease disclaimers in respect of all but 18 stores.

16. As a result of the lack of available funds for inventory purchases, and notwithstanding the Companies’ best efforts, the Companies have taken delivery of very few new shipments of inventory, and have released their interest in most of the products that were in-transit as of the date of the filing of the NOI’s.

17. As a result of these liquidation-related efforts, the Companies will operate between December 31, 2018 and January 15, 2019 with a greatly reduced number of stores and employees. As the cash flow statement filed by the Proposal Trustee in connection with this Motion will show,

the Companies will have sufficient cashflow to operate through to the end of the requested extension.

Position of the Proposal Trustee

18. I understand that the Proposal Trustee supports the requested extension.

Sale of FF&E

19. On December 5, 2018, 2668602 Ontario Inc. (“266”) (a related company to the Companies) purchased the furniture, fixtures and equipment (“FF&E”) located at 25 Stores (as defined in the Consultation Agreement, approved by the Court as part of the Liquidation Process Order).

20. The sale of all FF&E owned by the Companies located in the Stores (as defined in the Consultation Agreement), including FF&E located at the Companies’ head office at 98 Orfus Rd., Toronto, Ontario and FF&E located at the Companies’ warehouse/distribution centre in Brampton, Ontario, was contemplated by the Liquidation Process Order.

Attached hereto and marked as Exhibit “G” is the Consultation Agreement.

21. My understanding at all material times has been that other than 266, no party, including the proposed purchaser, has communicated to the sales agent appointed by the Court a firm offer to purchase the FF&E. It will take roughly six weeks to disassemble, pack and remove some portions of the FF&E. As a result of the disclaimers of lease taking effect January 15, 2019, it was necessary to conclude a sale of the FF&E at this stage.

22. The sale prices for the FF&E were solely determined by the sales agent appointed by the Court and were not determined by me, or any other representatives of the Companies themselves.

Prior to completing the sale, the sales agent sought and obtained the consent of the Proposal Trustee to the expense budget, which included, as part of the calculation of the proposed estimated realization proceeds of the FF&E, the sale prices for the FF&E located at each location.

23. The Companies therefore take the position that the sale of all FF&E owned by the Companies was previously authorized by the Court, provided that the sale of FF&E conformed to the guidelines set by the Court, the Consultation Agreement and the Sale Guidelines.

Attached hereto and marked as Exhibit "H" are copies of: (a) invoices for the sales of FF&E at the various stores, the warehouse and the head office; (b) costs and budget details for each company; and (c) an e-mail from a representative of the Proposal Trustee providing the Proposal Trustee's consent to the proposed FF&E sale.

24. IBSA, however, has taken the position in correspondence that the sale of the FF&E to the FF&E Purchaser was not authorized by this Court and contravenes the existing security held by IBSA against the Companies.

Attached hereto and marked as Exhibit "I" is a letter from counsel to IBSA setting out its position with respect to the sale of the FF&E.

25. The Companies do not agree with the position taken by IBSA. Out of an abundance of caution, however, the Companies are seeking either an approval of the sale, *nunc pro tunc*, or the direction of the Court that the sale of all of the Companies' FF&E was previously authorized by the Liquidation Process Order and a further Order is therefore unnecessary. There is no compelling reason not to approve the sale of the FF&E to 266 at this time, if such approval is necessary.

26. As the controlling mind of 266, I hereby undertake that 266 will comply with all applicable laws and Court Orders in connection with personal or confidential business information contained on any computer servers or other electronic devices, included in the purchased FF&E.

Secured Creditors' Position

27. As of the date of this Affidavit, CIBC, IBSA and FBI, being the three major secured creditors of the Companies, either support the extension or do not oppose it.

KEIP's

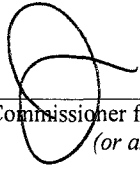
28. Pursuant to paragraph 16 of the Administration Order, the Companies are entitled to pay out up to \$500,000 in key employee incentive payments ("KEIP's"). The payment of the KEIPS is secured by a charge against the assets of the Companies. As of the date hereof, with the approval of the Proposal Trustee, the Companies have allocated KEIP's in the total amount of \$241,000 none of which has been paid by the Companies as of the date hereof. The Companies hereby advise the Court that those payments will be made in the near future. .

Conclusion

29. The Companies are acting in good faith and with due diligence and no creditor would be materially prejudiced if the extension being requested is granted.

30. I make this Affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
December 11, 2018



Commissioner for Taking Affidavits
(or as may be)

Jeffrey I. Simpson

}



FRED BENITAH

TAB A

This is Exhibit "A" referred to in the Affidavit of Fred Benitah
sworn December 14, 2018



Commissioner for Taking Affidavits (or as may be)



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy CanadaBureau du surintendant
des faillites Canada

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-2436097
 Estate No. 31-2436097

In the Matter of the Notice of Intention to make a
proposal of:

Fluid Brands Inc
Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
 CONSEIL INC**
Licensed Insolvency Trustee

Date of the Notice of Intention: October 25, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 25, 2018, 16:49

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy CanadaBureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2436109
Estate No. 31-2436109

In the Matter of the Notice of Intention to make a
proposal of:

11041045 Canada Inc
Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEIL INC**
Licensed Insolvency Trustee

Date of the Notice of Intention: October 25, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 25, 2018, 16:58

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2436108
Estate No. 31-2436108

In the Matter of the Notice of Intention to make a
proposal of:

11041037 Canada Inc
Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEIL INC**
Licensed Insolvency Trustee

Date of the Notice of Intention: October 25, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 25, 2018, 16:57

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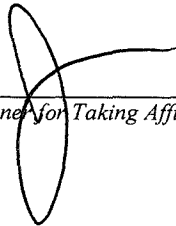
Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

TAB B

This is Exhibit "B" referred to in the Affidavit of Fred Benitah
sworn December 11, 2018

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, with a horizontal line extending to the right from the top of the loop.

Commissioner for Taking Affidavits (or as may be)

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST**

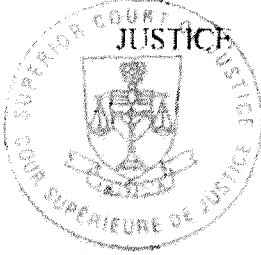
THE HONOURABLE

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FRIDAY, THE 2ND

DAY OF NOVEMBER, 2018



Court File No. 31-2436097

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,**

(Court Seal)

Court File No. 31-2436108

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
11041037 CANADA INC.**

Court File No. 31-2436109

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL
OF 11041045 CANADA INC.**

ADMINISTRATION ORDER

THIS MOTION, made by Fluid Brands Inc., 11041037 Canada Inc. and 11041045 Canada Inc. (the "Debtors") for an Order, among other things, extending the time for filing a proposal pursuant to s. 50.4(9) of the *Bankruptcy and Insolvency Act* (the "BIA") approving the procedural consolidation of the Debtors' proposal proceedings, authorizing certain court-ordered charges against the property of the Debtors and other related relief was heard this day at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Notice of Motion of the Debtors, in particular, the Affidavit of Fred Benitah, sworn November 1, 2018 (the “**Benitah Affidavit**”) and on reading the First Report to Court of Richter Advisory Group Inc. (“**Richter**”) in its capacity as Proposal Trustee (the “**Proposal Trustee**”) and on hearing the submissions of the counsel for the Debtors, counsel for the Proposal Trustee, counsel for Isaac Benitah Sales Agencies Inc., and counsel for the Canadian Imperial Bank of Commerce under the Credit Agreement (“**CIBC**”), being the first-ranking secured creditor and primary operating lender of the Debtors, such other persons listed on the counsel slip, no one else appearing.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this motion is properly returnable today and that service, including the form, manner and time that such service was actually effected on all parties, is hereby validated, and where such service was not effected such service is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein have the meaning ascribed to them in the Forbearance Agreement.

PROCEDURAL CONSOLIDATION

3. **THIS COURT ORDERS** that the Proposal proceedings of Fluid Brands Inc. (Court/Estate File No. 31-2436097), 11041037 Canada Inc. (Court/Estate File. No, 31-2436108) and 11041045 Canada Inc. (Court/Estate File No 31-2436109), are hereby procedurally consolidated.

4. **THIS COURT FURTHER ORDERS** that all further documents in any of the three consolidated proceedings be filed with the Court under the Court/Estate File No. 31-2436097 and that the title of proceedings in all three consolidated estates is as follows:

Court File No. 31-2436097
Court File. No, 31-2436108
Court File No 31-2436109

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

5. **THIS COURT ORDERS** that Richter, in its capacity as the Proposal Trustee of the consolidated Proposal Proceedings may administer the Proposal Proceedings on a consolidated basis, and the Proposal Trustee is authorized to administer the Proposal Proceedings as if they were a single proposal proceeding for the purpose of carrying out its administrative duties and responsibilities as proposal trustee under the BIA with respect to the administration of proposal proceedings generally, including without limitation:

- (a) the Proposal Trustee is authorized to issue consolidated reports in respect of the Proposal Proceedings; and
- (b) the Proposal Trustee is authorized to perform a consolidated mailing, filing, advertising and distribution of all filings and notices in the Proposal Proceedings required under the BIA.

INTERIM FINANCING

6. **THIS COURT ORDERS** that the Debtors are authorized pursuant to s. 50.6(1) of the BIA to collectively borrow Revolving Post-Petition Loans (all amounts advanced under the Revolving

Post-Petition Loans and all other Post-Petition Obligations under the Forbearance Agreement, the “**DIP Facility**”) from the DIP Lender (as defined below) up to the amount of the Credit pursuant to the Forbearance Agreement dated November 1, 2018 between *inter alia* the Debtors and CIBC (in such capacity, the “**DIP Lender**”) attached to the Benitah Affidavit (the “**Forbearance Agreement**” or the “**DIP Agreement**”) .

7. **THIS COURT ORDERS** the Debtors are hereby authorized and empowered to execute and deliver the Forbearance Agreement (which is hereby approved) and such other agreements, mortgages, charges, hypothecs or security agreement, or guarantees or other documents in connection with the interim financing (together with all such definitive documents previously executed and delivered by the Debtors to CIBC and the DIP Lender and presently in force and effect, the “**Definitive Documents**”) authorized herein and are hereby authorized and directed to pay and perform all of its indebtedness, interest and fees, liabilities and obligations to the DIP Lender pursuant to the DIP Facility and Definitive Documents as and when the same become due or are to be performed, notwithstanding any other provision in this Order.

8. **THIS COURT ORDERS** that the DIP Lender shall be entitled to a charge (the “**DIP Charge**”) against all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the “**Property**”) of each of the Debtors in priority to all Encumbrances (as defined below) as security for the due repayment of the DIP Facility.

9. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may, if it deems necessary, take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge but nothing herein obligates the DIP Lender to take any such steps;
- (b) Subject to the terms of the Forbearance Agreement, the DIP Lender (i) upon three (3) business days' written notice to the Applicant and the Proposal Trustee, may exercise any and all of its respective rights and remedies against the Debtors or the Property under or pursuant to the DIP Facility and the DIP Charge, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtors and for the appointment of a trustee in bankruptcy of the Debtors or to seize and retain proceeds from the sale of the Property and the cash flow of the Debtors to repay amounts owing to the DIP Lender; (ii) immediately upon providing written notice to the Debtors and the Proposal Trustee, may cease making advances to the Debtors and set off and/or consolidate any amounts owing by the DIP Lender to the Debtors and issue written demand for repayment, accelerate payment and give other notices; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Debtors or the Property, or in any proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA").

10. **THIS COURT ORDERS AND DECLARES** that, unless otherwise agreed to in writing, the DIP Lender shall be treated as unaffected in any Proposal, plan of arrangement or compromise

filed by the Debtors under the CCAA or any plan of arrangement filed under the *Canada Business Corporations Act* or equivalent provincial legislation, with respect to the DIP Facility and in furtherance thereof CIBC in respect of the Pre-Petition Obligations under the Credit Agreement and the Existing Security and the DIP Lender under the Forbearance Agreement, shall be unaffected by any stay of proceedings under the BIA, but subject to Paragraph 9(b) above.

11. **THIS COURT ORDERS AND DECLARES** that except as may be expressly consented to by the DIP Lender, at no time on and after the NOI Filing Date shall all or part of any the Property be the subject of a Court ordered security or charge in favour of any party (other than the DIP Charge in favour of the DIP Lender) where such security or charge is purported to rank in any manner whatsoever in priority or *pari passu* to any claim of the DIP Lender in respect of the DIP Facility and in respect of the DIP Charge or any claim of CIBC in respect of the Pre-Petition Obligations under the Credit Agreement and the Existing Security.

12. **THIS COURT ORDERS** that the Debtors are hereby authorized to pay the DIP Lender, in accordance with the terms of the Forbearance Agreement and the Definitive Documents, from funds on hand, or from funds generated by post-filing sales of inventory or otherwise, any and all amounts owing by the Debtors to CIBC pursuant to the Credit Agreement on account of Pre-Petition Obligations.

APPROVAL OF THE D&O CHARGE

13. **THIS COURT ORDERS** that the Debtors shall indemnify their current and future directors and officers (the "Directors and Officers") against obligations and liabilities that they may incur as directors or officers of the Debtors after the commencement of the within proceedings, including, without limitation, in respect of any failure to pay wages and source

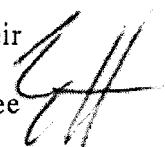
deductions and vacation pay, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or willful misconduct.

14. **THIS COURT ORDERS** that the Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the "D&O Charge") on all assets, rights, undertakings and properties of the Debtors, of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the "Property"), which charge shall not exceed an aggregate amount of \$500,000, as security for the indemnity provided in this Order. The D&O Charge shall have the priority set out herein.

15. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Directors and Officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 6 of this Order.

APPROVAL OF THE KEY EMPLOYEE INCENTIVE PAYMENTS (THE "KEIP")

16. **THIS COURT ORDERS** that the Debtors shall be entitled to make KEIP's to their employees as determined by the Debtors' management, with the approval of the Proposal Trustee provided that the total aggregate amount of such payments shall not exceed \$500,000 and that the employees who are the beneficiaries of the KEIP (the "KEIP Beneficiaries") shall be entitled to the benefit of and are hereby granted a charge (the "KEIP Charge") on the Property as security of all amounts now or hereafter owing under the KEIP to the KEIP Beneficiaries, before and after the



making of this Order. The KEIP Charge shall have the priority set out in paragraph 19 herein,
~~subject to the Forbearance Agreement.~~

APPROVAL OF THE ADMINISTRATION CHARGE

17. **THIS COURT ORDERS** that the Proposal Trustee, Osler, Hoskin & Harcourt LLP as counsel for the Proposal Trustee (the “**Proposal Trustee’s Counsel**”) and Torkin Manes LLP as counsel to the Debtors in connection with these proceedings (the “**Company’s Counsel**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtors as part of the costs of these proceedings. The Debtors are hereby authorized and directed to pay the accounts of the Proposal Trustee, the Proposal Trustee’s Counsel and the Company’s Counsel (for work performed in connection with these BIA proceedings) on a weekly basis.

18. **THIS COURT ORDERS** that the Proposal Trustee, the Proposal Trustee’s Counsel and the Company’s Counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which Administration Charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at their respective standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out herein.

PRIORITY OF CHARGES

19. **THIS COURT ORDERS** that the priorities of the charges created under this Order, (together, the “**Charges**”), as among them shall be as follows:

First - the Administration Charge (to the maximum amount of \$500,000);

Second - the DIP Charge;

Third - the D&O Charge (to the maximum amount of \$500,000); and

Fourth - the KEIP Charge (to a maximum amount of \$500,000).

20. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including constructive trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the “**Encumbrances**”) in favour of any individual, firm, corporation, governmental body or agency or any other entity (each of the foregoing being a “**Person**”) save and except the Definitive Documents (including Existing Security) held by CIBC (and Encumbrances relating thereto) in respect of any and all amounts owing by the Debtors to CIBC pursuant to the Credit Agreement on account of Pre-Petition Obligations which such Definitive Documents of CIBC (and Encumbrances related thereto) shall rank in priority to the KEIRP Charge and D&O Charge.

21. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

22. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtors also obtain the

prior written consent of the Proposal Trustee and the other beneficiaries of the Charges, or further Order of this Court.

23. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Debtors of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Charges; and
- (c) the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

24. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Debtors' interest in such real property leases.

AUTHORIZATION TO PAY PRE-FILING AMOUNTS

25. **THIS COURT ORDERS** that the Debtors shall be at liberty to pay critical pre-filing creditors if, in the opinion of the Debtors, the Proposal Trustee and the DIP Lender, such payments are critical to the business and ongoing operations of the Debtors, up to a maximum of \$200,000 and provided that any such payments are specifically approved by the Proposal Trustee and the DIP Lender.

STAY EXTENSION

26. **THIS COURT ORDERS** that the Proposal Period is hereby extended in accordance with subsection 50.4(9) of the BIA, to and including ~~November 26, 2018~~ ^{December 20, 2018}



SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (Ontario) (the "Rules"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.richter.ca/Folder/Insolvency-Cases/Bombay>.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtors and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

29. **THIS COURT ORDERS** that the Debtors, the Proposal Trustee and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

30. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of the Court, including, without limitation, to:

- (a) monitor the Debtors' receipts and disbursements;

-13-

- (b) report to this Court at such times and intervals as the Proposal Trustee may deem appropriate with respect to matters relating to the Property, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Debtors in their preparation of the Debtors' cash flow statements, which information shall be reviewed with the Proposal Trustee and delivered to the DIP Lender, and its counsel, and to any financial advisors to the DIP Lender on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (d) assist the Debtors, to the extent required by the Debtors, in its dissemination to the DIP Lender and its counsel, and to any financial advisors to the DIP Lender, on a weekly basis of financial and other information as agreed to between the Debtors and the DIP Lender;
- (e) assist the Debtors in their development of a proposal to their creditors and any amendments to such proposal;
- (f) assist the Debtors, to the extent required by the Debtors, with the holding and administering of creditors' or shareholders' meetings for voting on a proposal;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Debtors, to the extent that is necessary to adequately assess the Debtors' business and financial affairs or to perform its duties arising under the BIA or this Order;

- (h) be at liberty to engage such Persons as the Proposal Trustee deems necessary or advisable respecting the exercise of its powers and performance of its obligations under the BIA or this Order; and
- (i) perform such other duties as are required by the BIA, this Order or by this Court from time to time.

31. **THIS COURT ORDERS** that the Proposal Trustee shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Debtors' business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Debtors' business or the Property, or any part thereof.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

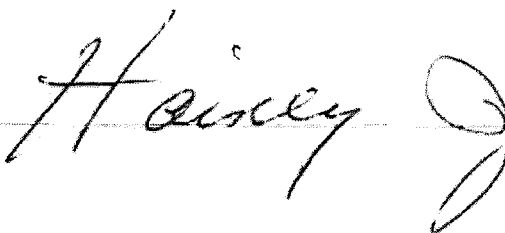
GENERAL

33. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of

America, to give effect to this Order and to assist the Debtors, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtors and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that any interested party (including the Debtors and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in cursive script, appearing to read "Hainey", written over a horizontal line. The signature is written in black ink and includes a large, decorative flourish at the end.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FLUID BRANDS INC.
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 11041037 CANADA INC.
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 11041045 CANADA INC.
Court File Nos. 31-2436097, 31-2436108 & 31-2436109

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

ADMINISTRATION ORDER

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

S. Fay Sulley (24257D)
fsulley@torkinmanes.com
Tel: 416-777-5419
Fax: 1-888-587-5769

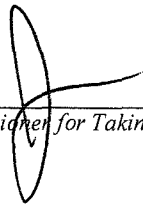
Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Tel: 416-863-1188
Fax: 416-863-0305

Lawyers for the Debtors

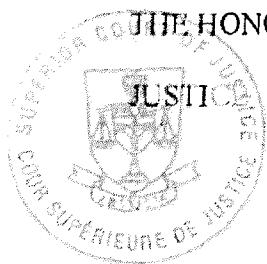
TAB C

This is Exhibit "C" referred to in the Affidavit of Fred Benitah
sworn December 11~~th~~....., 2018

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Commissioner for Taking Affidavits (or as may be)

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST**



JUDGE HONOURABLE

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FRIDAY, THE 2ND

DAY OF NOVEMBER, 2018

Court File No. 31-2436097

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.**

(Court Seal)

Court File No. 31-2436108

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
11041037 CANADA INC.**

Court File No. 31-2436109

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL
OF 11041045 CANADA INC.**

LIQUIDATION PROCESS ORDER

THIS MOTION, made by Fluid Brands Inc., 11041037 Canada Inc. and 11041045 Canada Inc. (the "Debtors") for an Order, among other things, approving the consulting agreement entered into between the Debtors herein and Merchant Retail Solutions ULC and Gordon Brothers Canada ULC (the "Consulting Agreement") and other related relief was heard this day at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

-2-

ON READING the Notice of Motion of the Debtors, in particular, the Affidavit of Fred Benitah, sworn November 1, 2018 and on reading the First Report to Court of the Proposal Trustee and on hearing the submissions of the counsel for the Debtors, counsel for the Proposal Trustee and counsel for the Canadian Imperial Bank of Commerce, being the first-ranking secured creditor and primary operating lender of the Debtors, *and such other persons listed on the counsel slip*

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used and not defined herein have the same meaning ascribed to them in the Consulting Agreement.

APPROVAL OF THE CONSULTING AGREEMENT

3. **THIS COURT ORDERS** that the Consulting Agreement, including the Sale Guidelines attached hereto as Schedule "A" (the "Sale Guidelines"), and the transactions contemplated under the Consulting Agreement, including ^{Agreement} the Sale Guidelines, are hereby approved with such minor amendments _{to the consulting (but not the sale guidelines)} as the Debtors, with the consent of the Proposal Trustee, and the Consultant may deem necessary and agree to in writing. Subject to the provisions of this Order, the Debtors, and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Consulting Agreement and the Sale Guidelines and each of the transactions contemplated therein.

THE SALE

4. **THIS COURT ORDERS** that the Debtors, with the assistance of the Consultant, is authorized and directed to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the Sale within the Stores, all in accordance with the Sale Guidelines. If there is a conflict between this Order, the Consulting Agreement and the Sale Guidelines, the order of priority of documents to resolve each conflict is as follows: (1) this Order; (2) the Sale Guidelines; and (3) the Consulting Agreement.


5. **THIS COURT ORDERS** that the Debtors, with the assistance of the Consultant, is authorized to market and sell the Merchandise and the FF&E, free and clear of all liens, claims, encumbrances, security interests, hypothecs, prior claims, mortgages, charges, trusts, deemed trusts, executions, levies, financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or arise or come into existence following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively "Claims"), including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by this Order and any other charges hereinafter granted by this Court in these proceedings; and (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), which Claims will attach instead to the proceeds received from the Merchandise and the FF&E, other than amounts due and payable to the Consultant by the Debtors

under the Consulting Agreement, in the same order and priority as the Claims existed as at the date hereof.

6. **THIS COURT ORDERS** that, subject to the terms of this Order and the Sale Guidelines, the Consultant shall have the right to use the Stores and all related store services, furniture, trade fixtures and equipment, including the FF&E, located at the Stores, and other assets of the Debtors as designated under the Consulting Agreement for the purpose of conducting the Sale, and for such purposes, the Consultant shall be entitled to the benefit of the Debtors' stay of proceedings provided under section 69 or section 69.1 of the BIA, as applicable and as such stay may be extended from time to time.

7. **THIS COURT ORDERS** that until the Sale Termination Date or such earlier date as a lease is disclaimed in accordance with the BIA, the Consultant shall have access to the Stores in accordance with the applicable leases and the Sale Guidelines on the basis that the Consultant is assisting the Debtors and the Debtors have granted the right of access to the applicable Store to the Consultant. To the extent that the terms of the applicable leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the BIA, the Debtors shall pay amounts constituting rent or payable as rent under real property leases (including for greater certainty, common area maintenance charges, utilities, and realty taxes and any other amounts payable to the landlord under the lease) (collectively, "Rent") or as otherwise may be negotiated between the Debtors and the landlord from time to time in accordance with the terms of the applicable real property ^{lease} on the first business day of each month, in advance (but not in arrears). Upon delivery of a notice of disclaimer or resiliation, the



Debtors shall pay all Rent owing by the Debtors to the applicable landlord in respect of such lease due for the notice period stipulated in the BIA to the extent that Rent for such period has not already been paid.

9. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the leases for the Stores. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease.

10. **THIS COURT ORDERS** that nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.

11. **THIS COURT ORDERS** that until the Sale Termination Date, the Consultant shall have the right to use, without interference by any intellectual property licensor, the Debtors' trademarks, trade names and logos, customer/marketing lists, website and social media accounts as well as all licenses and rights granted to the Debtors to use the trade names, and logos of third parties, relating to and used in connection with the operation of the Stores solely for the purpose of advertising and conducting the Sale in accordance with the terms of the Consulting Agreement, the Sale Guidelines and this Order, provided that the Consultant provides the Debtors with a copy of any proposed advertising two days prior to its use in the Sale.

CONSULTANT LIABILITY

12. **THIS COURT ORDERS** that the Consultant shall act solely as an independent consultant to the Debtors and that it shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreement or the Sale Guidelines. More specifically:

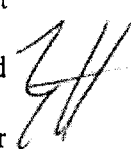
- (a) The Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores or the assets located therein or associated therewith or of the Debtors' employees located at the Stores or any other property of the Debtors;
- (b) The Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successorship liabilities whatsoever; and
- (c) The Debtors shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines, or awards) relating to claims of customers, employees and any other persons arising from events and closings occurring at the Stores during and after the term of the Consulting Agreement, except to the extent that such claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

13. **THIS COURT ORDERS** to the extent any of the Debtors' landlords may have a claim against the Debtors arising solely out of the conduct of the Consultant in conducting the Sale for

which the Debtors have claims against the Consultant under the Consulting Agreement, the Debtors shall be deemed to have assigned free and clear such claims to the applicable landlord (the "Assigned Landlord Rights"); provided that each such landlord shall only be permitted to advance each such claims against the Consultant if written notice, including the reasonable details of such claims, is provided by such Landlord to the Consultant, the Debtors and the Proposal Trustee during the period from the Sale Commencement Date to the date that is thirty (30) days following the Sale Termination Date.

CONSULTANT AS UNAFFECTED CREDITOR

14. **THIS COURT ORDERS** that, in accordance with section 69.4 of the BIA, and subject only to paragraph 6 of this Order, the Consultant shall not be affected by the stay of proceedings in respect of the Debtors and shall be entitled to exercise its remedies under the Consulting Agreement in respect of claims of the Consultant pursuant to the Consulting Agreement (collectively, the "Consultant's Claims"), the Consultant shall be treated as an unaffected creditor in the context of the present proceedings and in any proposal.

15. **THIS COURT ORDERS** that notwithstanding the terms of any order issued by this Court in the context of the present proceedings or the terms of the BIA, the Debtors shall not be entitled to repudiate, disclaim or resiliate the Consulting Agreement or any of the agreements, contracts or arrangements in relation thereto entered into with the Consultant. 

16. **THIS COURT ORDERS** that the Debtors are hereby authorized to remit, in accordance with the Consulting Agreement, all amounts that become due to the Consultant thereunder.

17. **THIS COURT ORDERS** that no Claims shall attach to any amounts payable by the Debtors to the Consultant pursuant to the Consulting Agreement, including any amounts that must

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be reimbursed by the Debtors to the Consultant, and the Debtors shall pay any such amounts to the Consultant free and clear of all Claims, notwithstanding any enforcement or other process, all in accordance with the Consulting Agreement.

18. **THIS COURT ORDERS** that notwithstanding (a) the pendency of these proceedings; (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of Debtors or any bankruptcy order made pursuant to any such applications; (c) any assignment in bankruptcy made in respect of the Debtors; (d) the provisions of any federal or provincial statute; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement (collectively, the "Agreement") which binds the Debtors:

- (a) the Consulting Agreement and the transactions and actions provided for and contemplated therein (including the Sale Guidelines), including, without limitation, the payment of amounts due to the Consultant; and
- (b) Assigned Landlord Rights,

shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by any Person (as defined in the BIA), including any creditor of the Debtors, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

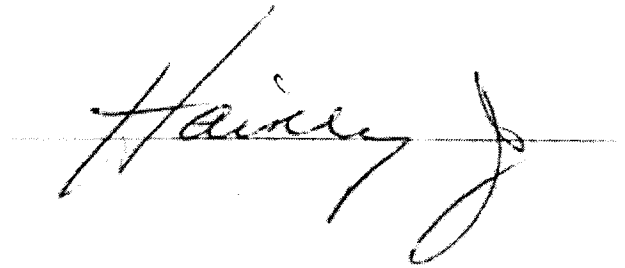
19. **THIS COURT ORDERS** that notwithstanding (a) the pendency of these proceedings; (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of any of the Debtors or any bankruptcy order made pursuant to any such applications; (c) any assignment in bankruptcy made in respect of any of the Debtors; (d) the provisions of any federal or provincial statute; or (e) any Agreement which binds the Debtors, any obligation to clean up or repair any of the leased premises contained in this Order or the Sale Guidelines, shall be binding on any trustee in bankruptcy that may be appointed in respect to the Debtors and shall not be void or voidable by any Person (as defined in the BIA), including any creditor of the Debtors, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

GENERAL

20. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effects to this Order and to assist the Debtors, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtors and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that any interested party (including the Debtors and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in cursive script, appearing to read "Harry J.", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the main text block.

SCHEDULE A

SALE GUIDELINES

The following procedures shall apply to the Sale to be conducted at the Stores of 11041037 Canada Inc., and 11041045 Canada Inc. (collectively, the "Merchant"). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Merchant Retail Solutions, ULC, an affiliate of Hilco Merchant Resources, LLC, and Gordon Brothers Canada ULC, an affiliate of Gordon Brothers Retail Partners, LLC (the "Consultant") and the Merchant dated as of October 31, 2018 (the "Consulting Agreement").

1. Except as otherwise expressly set out herein, and subject to: (i) the Order dated November 2, 2018 approving the Consulting Agreement (the "Approval Order") or any further Order of the Ontario Superior Court of Justice (Commercial List) (the "Court"); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a "Landlord" and, collectively, the "Landlords") and approved by the Consultant, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a "Lease" and, collectively, the "Leases"). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement. *Such sale to end no later than January 31, 2019 -*
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Approval Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an "everything on sale", an "everything must go", a "store closing" or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a "bankruptcy", a "going out of business" or a "liquidation" sale it being understood that the French equivalent of "clearance" is "liquidation" and is permitted to be used). Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or the Proposal Trustee, the Consultant shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Consulting Agreement) by e-mail or facsimile to the applicable Landlords or to their counsel of record. Where the provisions of the Lease conflict with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including "you pay" or "topper" signs). In addition, the Consultant shall be permitted to

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utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not permitted by the applicable Lease and the Landlord requests in writing that the banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list in the NOI proceedings (the "Service List"). Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with "store closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord's concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final".
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.

- 3 -

10. Subject to the terms of paragraph 9 above, the Consultant may sell FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise the sale of FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove the FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the FF&E can fit in a shopping bag, with applicable Landlord's supervision as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E by Consultant or by third party purchasers of FF&E from Consultant.
11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant will arrange with each Landlord represented by counsel on the Service List and with any other applicable Landlord that so requests, a walk through with the Consultant to identify the FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or by further Order of the Court upon application by the Merchant on at least two (2) days' notice to such Landlord. If the Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the BIA, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the BIA), and the disclaimer or resiliation of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the BIA to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or FF&E at any of the Stores.

15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Sarah Baker who may be reached by phone at 847-504-2462 or email at sbaker@hilcoglobal.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, however, that if a banner has been hung in accordance with these Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.
16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving the amended Sale Guidelines).

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FLUID BRANDS INC.
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 11041037 CANADA INC.
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 11041045 CANADA INC.

Court File Nos. 31-2436097, 31-2436108 & 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

LIQUIDATION PROCESS ORDER

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

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fsulley@torkinmanes.com
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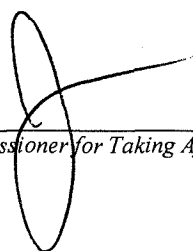
Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Tel: 416-863-1188
Fax: 416-863-0305

Lawyers for the Debtors

TAB D

This is Exhibit "D" referred to in the Affidavit of Fred Benitah
sworn December 11, 2018

A handwritten signature consisting of a large, stylized loop that crosses itself, with a horizontal line extending to the right from the top of the loop.

Commissioner for Taking Affidavits (or as may be)

FORBEARANCE AGREEMENT**BETWEEN****FLUID BRANDS INC. (the “Borrower”),**
as Borrower

– and –

11041037 CANADA INC. (formerly known as BOMBAY & CO. INC. and as 2383029 Ontario Inc.) (“Bombay”), 11041045 CANADA INC. (formerly known as BOWRING & CO. INC. and as 2437533 Ontario Inc.) (“Bowring”), and FRED BENITAH 2014 TRUST (the “Trust”),
as Guarantors

– and –

THE LENDERS UNDER THE EXISTING CREDIT AGREEMENT,
as Lenders

– and –

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent**DATED AS OF NOVEMBER 1, 2018**

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FORBEARANCE AGREEMENT

THIS AGREEMENT is dated as of November 1, 2018.

CONTEXT:

- A. The Agent and the Lenders have provided certain financing arrangements under a credit agreement dated as of January 19, 2015 (the "**Original Credit Agreement**"), between the Borrower, as borrower, Bombay and Bowring, as guarantors, the Lenders, as lenders and the Agent, as agent, as amended by a First Amendment to Credit Agreement dated as of June 12, 2015 (the "**First Amendment**"), a Second Amendment to Credit Agreement dated as of June 30, 2016 (the "**Second Amendment**"), a Third Amendment to Credit Agreement dated as of March 9, 2017 (the "**Third Amendment**"), a Fourth Amendment to Credit Agreement dated as of September 30, 2017 (the "**Fourth Amendment**"), a Fifth Amendment to Credit Agreement dated as of February 28, 2018 (the "**Fifth Amendment**") and a Sixth Amendment to Credit Agreement dated as of October 31, 2018 (the "**Sixth Amendment**") (the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment as amended, supplemented or otherwise changed on or prior to the date hereof collectively being the "**Amendments**") (the Original Credit Agreement and the Amendments together with all written modifications, amendments, supplements, revisions, restatements and replacements collectively being the "**Existing Credit Agreement**").
- B. As of the date of this Agreement, the Borrower is in Default under the Existing Credit Agreement and the other Loan Documents, which Defaults constitutes one or more Events of Default thereunder.
- C. On October 22, 2018, the NOI Debtors received a demand letter (the "**Demand Letter**"), from the Agent on behalf of the Lenders which included notices of intention to enforce security issued under Section 244 of the BIA to each of the NOI Debtors (collectively, the "**NITES**") and the NOI Debtors do not dispute their liability for the Existing Indebtedness demanded by the Agent and the Lenders or the immediate nature of the notice of such demand on any grounds whatsoever.
- D. On October 23, 2018, the NOI Debtors delivered a Consent and Waiver to the Agent dated October 23, 2018 wherein, among other things, they acknowledged receipt of the Demand Letter and the NITES, agreed to waive the 10 day period under the Demand Letter and NITES and consented to the immediate enforcement of the Existing Security by the Agent and the Lenders.
- E. On Thursday October 25, 2018 (the "**NOI Filing Date**"), the NOI Debtors filed a Notice of Intention to Make a Proposal under Section 50.4(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3, as amended (the "**BIA**") and have requested the ongoing support of the Agent and the Lenders during their proposal proceedings (the "**NOI Proceedings**").
- F. Given the existing relationship between the Agent, the Lenders and the NOI Debtors under the Existing Credit Agreement and the other Loan Documents and given that the

Borrower must act quickly to preserve and protect the going concern value of its business, the Credit Parties have concluded that the Lenders are the most cost effective and timely source of working capital funds that is available and appropriate in the circumstances for the Borrower in the NOI Proceedings.

- G. The Credit Parties have requested that the Agent and the Lenders continue to make available to the Borrower certain credit facilities to meet its working capital requirements during the NOI Proceedings and to forbear from exercising the Agent and the Lenders' rights as a result of the Existing Defaults and the commencement and existence of the NOI Proceedings, and that Agent and the Lenders extend credit and make advances (collectively, the "Loans") to the Borrower despite those Existing Defaults in order to facilitate the restructuring of their affairs under the NOI Proceedings.
- H. The Approved NOI Cash Flow forecasts that availability under the Existing Credit Agreement may not be sufficient to meet the working capital requirements of the Borrower during the NOI Proceedings and the Forbearance Period and the Credit Parties are requesting that the Agent and the Lenders provide additional availability in excess of the current availability and beyond that contemplated by the availability calculation formula under the Existing Credit Agreement.
- I. The Agent and the Lenders are willing to forbear from exercising certain of their rights and remedies against the Credit Parties and to provide certain Loans to the Borrower during the Forbearance Period on the terms and conditions set out in this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Credit Agreement Definitions

Each capitalized term used and not otherwise defined in this Agreement will have the meaning assigned to it in the Existing Credit Agreement.

1.2 Other Definitions

In this Agreement the following terms have the following meanings:

1.2.1 "Accrued Statutory Claims" is defined in Section 2.3.13.

1.2.2 "Additional Default" means: (i) any Default or Event of Default under the Credit Agreement; or (ii) any default, event of default or breach under this Agreement or any other Loan Document; in each case, prior to or on or after the date of this Agreement, other than the Existing Defaults.

- 1.2.3 “**Administration Charge**” means the charge in respect of fees and disbursements that in respect of professional services provided by the Proposal Trustee, its counsel and the NOI Debtors’ counsel, to a maximum amount of \$500,000.
- 1.2.4 “**Agent Financial Advisor**” means Alvarez & Marsal Canada ULC, and its successors and assigns.
- 1.2.5 “**Agreement**” means this agreement, including all Schedules and Exhibits, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter, in writing, by the Parties.
- 1.2.6 “**Approved NOI Cash Flow**” means the approved NOI cash flow forecast as attached as Schedule 2 hereto, as such forecast may be amended, supplemented or replaced from time to time and at any time in accordance with the provisions of this Agreement.
- 1.2.7 “**BIA**” is defined under “Context” above.
- 1.2.8 “**BIA Court**” means the Ontario Superior Court of Justice (Bankruptcy Court).
- 1.2.9 “**Blocked Accounts**” is defined in paragraph (d) of Schedule 5.
- 1.2.10 “**Blocked Account Agreements**” is defined in paragraph (d) of Schedule 5.
- 1.2.11 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- 1.2.12 “**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada) R.S.C., 1985, c. C-36, as amended.
- 1.2.13 “**Charges Order**” mean an order issued by the BIA Court, approving the terms of this Agreement, granting certain priority charges over all of the NOI Debtors’ assets, rights, undertakings and property including the DIP Priority Charge, Administration Charge and D&O Charge and authorizing and directing the payment of the Pre-Petition Obligations in accordance with the terms of this Agreement; all in form and substance acceptable to the Agent and the Lenders in their sole discretion.
- 1.2.14 “**Claims**” and “**Claim**” are defined in Section 8.3.1
- 1.2.15 “**Collateral**” means the present and future assets, property and undertaking of each NOI Debtor that is subject to, or intended to be subject to, any Lien granted under any Loan Document.
- 1.2.16 “**Communication**” means any notice, demand, request, consent, approval or other communication, which is required or permitted by this Agreement to be given or made by a Party.

- 1.2.17 “**Credit Agreement**” means the Existing Credit Agreement as modified and amended by this Agreement and as may be further modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter, in writing, by the Parties.
- 1.2.18 “**Credit Parties**” means, collectively, the Borrower, Bombay, Bowring, and the Trust and “**Credit Party**” means any one of them.
- 1.2.19 “**D&O Charge**” means the charge in favour of the directors and officers of the NOI Debtors to a maximum aggregate amount of \$500,000.
- 1.2.20 “**Default**” means a default under or breach of any provision under this Agreement, the Credit Agreement or any other Loan Document.
- 1.2.21 “**Demand Letter**” is defined under “Context” above.
- 1.2.22 “**DIP Priority Charge**” is defined in Section 7.1.1.6.2.
- 1.2.23 “**Existing Credit Agreement**” is defined under “Context” above.
- 1.2.24 “**Existing Defaults**” means the Defaults under the Existing Credit Agreement set out in the Demand Letter, and any Events of Default arising or caused as a result of commencement or continuation of the NOI Proceedings or any acknowledgement of insolvency made in connection therewith.
- 1.2.25 “**Existing Indebtedness**” means the Obligations existing as at the date hereof including, without limitation, those Pre-Petition Obligations as more particularly described in Schedule 1.
- 1.2.26 “**Existing Security**” is defined in Section 2.4.
- 1.2.27 “**Forbearance Period**” is defined in Section 3.1.1.
- 1.2.28 “**Loan Documents**” has the meaning given thereto in the Existing Credit Agreement and includes, without limitation, this Agreement.
- 1.2.29 “**Loans**” is defined under “Context” above.
- 1.2.30 “**NITES**” is defined under “Context” above.
- 1.2.31 “**NOI Debtors**” means, collectively, the Borrower, Bombay and Bowring; and “**NOI Debtor**” means any one of them.
- 1.2.32 “**NOI Filing Date**” is defined under “Context” above.
- 1.2.33 “**NOI Proceedings**” is defined under “Context” above.
- 1.2.34 “**Non-Lender Accounts**” is defined in Section 4.1.8.

- 1.2.35 “**Obligations**” has the meaning set forth in the Credit Agreement and includes, for greater certainty and without limitation, all Pre-Petition Obligations and Post-Petition Obligations.
- 1.2.36 “**Parties**” means, collectively, the Credit Parties, the Agent and the Lenders and “**Party**” means any one of them.
- 1.2.37 “**Pre-Petition Obligations**” means all Obligations owing to the Agent and the Lenders under the Credit Agreement immediately prior to 12:01am on the NOI Filing Date as more particularly described in Schedule 1 attached hereto.
- 1.2.38 “**Post-Petition Obligations**” means all Obligations accruing due to the Agent and the Lenders under the Credit Agreement on and after 12:01am on the NOI Filing Date.
- 1.2.39 “**Proposal Trustee**” is defined in Section 2.3.8
- 1.2.40 “**Realization Plan**” is defined in Section 7.1.1.14.
- 1.2.41 “**Releasees**” and “**Releasee**” are defined in Section 8.3.1.
- 1.2.42 “**Sales Agent**” means collectively, Merchant Retail Solutions, ULC and Gordon Brothers Canada ULC.
- 1.2.43 “**Sales Agent Agreement**” means the letter agreement governing inventory disposition between the Sales Agent and the NOI Debtors dated on or about October 31, 2018, in form and substance acceptable to the Agent and the Lenders in their sole discretion.
- 1.2.44 “**Terminating Event**” is defined in Section 6.5.
- 1.2.45 “**Termination Date**” is defined in Section 5.6.1.

1.3 Entire Agreement

This Agreement, together with the Existing Credit Agreement and the other Loan Documents and the other agreements and documents to be delivered under this Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement, the Existing Credit Agreement, the other Loan Documents or the other agreements and documents delivered under this Agreement.

1.4 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.5 Certain Rules of Interpretation

1.5.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

1.5.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.5.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.

1.5.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

1.5.5 Unless otherwise specified, any reference in this Agreement to any (a) statute includes all regulations made under that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time, and (b) to any agreement means such agreement as amended, supplemented, restated, or replaced subject to compliance with any restrictions thereon in the Loan Documents.

1.5.6 Unless otherwise specified, the word "dollar" and the "\$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency

1.6 Schedules and Exhibits

The following is a list of the Schedules and Exhibits attached hereto:

Schedule	Subject Matter	Section Reference
Schedule 1	Pre-Petition Obligations	1.2.37

Schedule	Subject Matter	Section Reference
Schedule 2	Approved NOI Cash Flow	1.2.6
Schedule 3	Existing Security	2.4
Schedule 4	Non-Lender Accounts	4.1.8
Schedule 5	Requirements in respect of Blocked Accounts	4.1.14
Schedule 6	Bank Accounts	5.1.11

ARTICLE 2

ACKNOWLEDGMENT

2.1 Acknowledgement of Obligations

Each Credit Party confirms, acknowledges and agrees that the Existing Indebtedness as of the date of this Agreement includes the Pre-Petition Obligations (as more fully described in Schedule 1 attached hereto).

2.2 Continuing Effect of Amendments

The Parties hereto each acknowledge, confirm and agree that the Existing Credit Agreement remains in full force and effect as at the date hereof, except as specifically amended by this Agreement. The Existing Credit Agreement shall henceforth be read and construed in conjunction with this Agreement.

2.3 Other Confirmations and Acknowledgements

Each Credit Party confirms, acknowledges and agrees that:

- 2.3.1 each of the recitals in the "Context" is true and correct;
- 2.3.2 subject to Section 3.1 of this Agreement, all of the Existing Indebtedness is now payable upon demand by the Agent and the Lenders and that the Agent and the Lenders have the presently exercisable right to demand immediate payment from the NOI Debtors of the Obligations and to immediately terminate the Credit provided under the Existing Credit Agreement;
- 2.3.3 subject to Section 3.1 of this Agreement, all of the Obligations are and continue to be payable upon demand by the Agent and the Lenders and the Agent and the Lenders

have the presently exercisable right to demand immediate payment of the Obligations and to immediately terminate the Credit provided under the Existing Credit Agreement;

- 2.3.4 the Existing Defaults have occurred and are continuing and, as of the date of this Agreement, no Default or Event of Default, other than the Existing Defaults, exists under the Existing Credit Agreement or any other Loan Document;
- 2.3.5 the Agent and the Lenders have not waived the Existing Defaults and nothing contained in this Agreement or the transactions contemplated by this Agreement will be deemed to constitute any such waiver;
- 2.3.6 interest and fees continue to accrue on the Existing Indebtedness under the Existing Credit Agreement and the other Loan Documents in accordance with the Existing Credit Agreement and the other Loan Documents and at the rates applicable to the Existing Indebtedness;
- 2.3.7 each Credit Party, subject to the provisions of this Agreement and Applicable Law, consents to the immediate enforcement of all or any part of the rights and remedies accorded to the Agent and the Lenders under the Credit Agreement and the other Loan Documents and Applicable Law in any manner determined by the Agent and the Lenders (including, without limitation, the immediate appointment of a receiver or receiver and manager);
- 2.3.8 Richter Advisory Group Inc. (the "**Proposal Trustee**") is the proposal trustee in the NOI Proceedings;
- 2.3.9 each Credit Party will grant all access and provide all information and documentation to, and to otherwise co-operate fully with and pay all reasonable fees and disbursements of, the Proposal Trustee, the Proposal Trustee's counsel, the Agent, the Agent's counsel and any other consultant engaged by or at the request of the Agent and the Lenders, as the Agent and the Lenders may require;
- 2.3.10 the Agent Financial Advisor has been retained by Gowling WLG (Canada) LLP ("**Gowling WLG**") in its capacity as legal counsel to the Agent (on behalf of itself and the Lenders) in respect of the Borrower, the other Credit Parties, the Obligations, this Agreement and the other Loan Documents, pursuant to the terms of an engagement letter dated as of October 24, 2018, between Gowling WLG and the Agent Financial Advisor (the "**Engagement Letter**") as acknowledged and consented to by the NOI Debtors pursuant to a consent and agreement dated October 31, 2018 (the "**Consent**" together with the Engagement Letter, the "**Engagement Documents**");
- 2.3.11 the Borrower and the other Credit Parties acknowledge and consent to the engagement of the Agent Financial Advisor on the terms and conditions set out in the Engagement Documents and in addition to the terms and conditions set out in the Engagement Documents, acknowledge and agree that the Borrower and the other Credit Parties shall co-operate fully with the Agent Financial Advisor including

providing all information reasonably requested. Without limiting the foregoing, the Borrower and the other Credit Parties shall provide the Agent Financial Advisor with copies of all documentation required to be provided to the Agent and the Lenders under this Agreement, the Credit Agreement and the other Loan Documents contemporaneously with delivery to the Agent and the Lenders;

- 2.3.12 where any information or documentation is required to be delivered under this Agreement, the Credit Agreement or the other Loan Documents, by the Credit Parties to the Agent, on request of the Agent, the Borrower and the other Credit Parties acknowledge and agree that the Agent Financial Advisor may make such a request on behalf of the Agent, and such a request shall be deemed to be a request directly from the Agent;
- 2.3.13 except for obligations in respect of accrued unpaid sales taxes not to exceed \$890,000 and accruing employee related obligations to employees, including wages and vacation pay, not yet due not to exceed \$900,000 (collectively, the “**Accrued Statutory Claims**”), as at the NOI Filing Date, the NOI Debtors have paid or caused to be paid and satisfied when due all amounts in respect of income taxes, provincial sales taxes, GST, HST, employee payroll remittances, and other obligations which have or may constitute a Priority Payable;
- 2.3.14 the Agent and the Lenders have and will continue to have valid and enforceable Liens over and in respect of the Collateral granted to or held by the Agent and the Lenders from time to time as continuing and collateral security for the Obligations and all other amounts owing from time to time under this Agreement, the Credit Agreement and the other Loan Documents, subject to any Accrued Statutory Claims which have or may have priority over such Liens;
- 2.3.15 the business operated by the NOI Debtors has been and will continue to be conducted in material compliance with all Applicable Laws of each jurisdiction in which such business has been or is being carried on subject to the provisions of any order of the BIA Court made after the NOI Filing Date;
- 2.3.16 each of the NOI Debtors have obtained all material Authorizations for the operation of its business, which Authorizations remain, and after entering into this Agreement will remain, in full force and effect and no proceedings have been commenced to revoke or amend any such Authorizations;
- 2.3.17 none of the NOI Debtors have any defined benefit pension plans or similar plans and none of its employees are subject to the terms and conditions of employment with an NOI Debtor under a collective bargaining agreement and each NOI Debtor is in material compliance with all Applicable Law respecting its employee’s employment;
- 2.3.18 all obligations of the NOI Debtors and their Affiliates (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with employee benefit plans of such NOI Debtor have been performed on a timely basis;

- 2.3.19 all factual information provided by or on behalf of the Credit Parties to the Agent and the Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. In particular, and without limiting the generality of the foregoing, all information regarding the NOI Debtors and their respective Subsidiaries' corporate structure is true and complete and all financial reports are true and complete in all material respects;
- 2.3.20 the Credit Parties do not have any valid claim for set-off, counter-claim, damages or other defence on any basis whatsoever against the Agent and the Lenders and, if there are any such claims, then each Credit Party hereby expressly waives and releases them to the fullest extent permitted under Applicable Law;
- 2.3.21 the Agent and the Lenders are and will be entitled to the rights, remedies and benefits provided for in this Agreement, the Credit Agreement and the other Loan Documents subject to Applicable Law; and
- 2.3.22 the Approved NOI Cash Flow existing as at the date hereof covers the period from October 20, 2018 to January 26, 2019. The Agent and the Lenders may require changes to the format of cash flow and the details provided therein including, without limitation, information on a line item basis as to: (a) projected cash receipts, and (b) projected disbursements, including ordinary course operating expenses, restructuring expenses and professional fees and expenses. The Borrower, with the assistance of the Proposal Trustee may, from time to time, present the Agent with a revised detailed budget substantially in the form of the current Approved NOI Cash Flow (an "Updated Cash Flow"). The Agent and the Lenders may agree, in their sole and unfettered discretion after consultation with the NOI Debtors and the Proposal Trustee, to substitute such revised detailed budget for the then current Approved NOI Cash Flow, in which case the Updated Cash Flow shall thereafter be deemed to be the effective Approved NOI Cash Flow for the purposes hereof.

2.4 Security

The Credit Parties acknowledge and agree that all Security Documents delivered to the Agent and the Lenders including, without limitation, the security and guarantees listed in Schedule 3 attached hereto (collectively, the "Existing Security") shall stand as security for each and every one of the Credit Parties' obligations and indebtedness to the Agent and the Lenders including without limitation, the Borrowings under this Agreement and all other Obligations and that the Agent and the Lenders shall not have the obligation to release or discharge the Existing Security, in whole or in part, unless and until all of the Obligations have been irrevocably repaid in full.

**ARTICLE 3
FORBEARANCE IN RESPECT OF
CERTAIN EVENTS OF DEFAULT**

3.1 Forbearance

3.1.1 In reliance upon the acknowledgments, confirmations, representations, warranties and covenants of the Credit Parties contained in this Agreement, and subject to the terms and conditions of this Agreement and any documents or instruments executed in connection with this Agreement, notwithstanding the Demand Letter, the Agent and the Lenders agree to forbear from making demand under Section 7.1 of the Existing Credit Agreement, and from exercising their rights and remedies under the Existing Credit Agreement and the other Loan Documents and/or Applicable Law in respect of or arising out of or relating to the Existing Defaults, subject to the conditions, amendments and modifications contained in this Agreement, during the period (the "**Forbearance Period**") commencing on the date of this Agreement and ending on the earlier of:

3.1.1.1 the Termination Date; and

3.1.1.2 the occurrence or existence of any Terminating Event.

3.1.2 On the last day of the Forbearance Period, the agreement of the Agent and the Lenders to forbear will automatically and without further action terminate and be of no further force or effect, it being expressly agreed that the effect of that termination will be to permit the Agent and the Lenders, subject to Applicable Law, to immediately exercise all or any part of their rights and remedies under this Agreement, the Credit Agreement, the other Loan Documents and Applicable Law (whether against all or any combination of the Credit Parties), including without limitation:

3.1.2.1 to immediately terminate the Credit and cease to make any further Loans, upon which no further credit will be available thereunder;

3.1.2.2 to demand immediate payment of all of the Obligations and enforce all of the Agent's and the Lenders' rights and remedies under this Agreement, the Credit Agreement, the other Loan Documents and Applicable Law, in each case without any further notice, passage of time or forbearance of any kind; and

3.1.2.3 to appoint, and/or seek the appointment of, a receiver or receiver and manager of any of the NOI Debtors pursuant to this Agreement, the Credit Agreement, the other Loan Documents or Applicable Law (or apply to a court of competent jurisdiction to do so).

3.2 No Other Waivers; Reservation of Rights

The Agent and the Lenders have not waived, and are not by this Agreement or the implementation of this Agreement waiving, any Additional Default (whether the same or similar to the Existing Defaults or otherwise), and the Agent and the Lenders have not agreed to forbear with respect to any of their rights or remedies concerning any Additional Default which may have occurred or be continuing as of the date of this Agreement or which may occur or be continuing after the date of this Agreement. The Agent and the Lenders have not waived any of such rights or remedies, and nothing in this Agreement, and no delay on its part in exercising any such rights or remedies, should be construed as a waiver of those rights or remedies.

3.3 Fees

3.3.1 The NOI Debtors jointly and severally agree to pay to the Agent and the Lenders a forbearance and debtor-in-possession loan commitment fee in an amount equal to \$165,000, which fee shall be fully earned and payable as at the date of this Agreement and is to be paid immediately upon the execution and delivery of this Agreement (the “**Forbearance and DIP Fee**”).

3.3.2 The Forbearance and DIP Fee is in addition to all other fees (including legal fees), interest, costs, expenses and other amounts payable in connection with this Agreement, the Credit Agreement and the other Loan Documents (including fees contemplated in the Existing Credit Agreement to the extent that payment has not been received by the Agent and the Lenders as at the date hereof) and may be charged by the Agent and the Lenders to any account of a Borrower maintained with the Agent and the Lenders. The Forbearance and DIP Fee will be fully earned by the Agent and the Lenders despite any failure by any Credit Party to comply with any other term of this Agreement.

ARTICLE 4 OBLIGATIONS OF THE CREDIT PARTIES DURING FORBEARANCE PERIOD

4.1 Covenants of the Credit Parties

During the Forbearance Period, each Credit Party covenants and agrees as follows:

4.1.1 each NOI Debtor will pay all applicable Taxes (except for accrued and unpaid GST) that are Priority Payables, permitting and licences fees and other amounts necessary to preserve the Collateral to avoid any Liens thereon and pay all amounts due under any utility contracts;

- 4.1.2 each NOI Debtor must maintain as current all payments due or payable after the NOI Filing Date under any lease or any mortgage of any premises out of which they operate, or contract for storage or bailment, and will otherwise not permit any default or event of default under any such lease, mortgage or contract after the NOI Filing Date, or forthwith obtain a waiver in writing from the relevant landlord, storer or bailee; provided, however, that the foregoing shall not apply with respect to any disclaimers or terminations of contracts effected by any of the NOI Debtors in accordance with the terms of the NOI Proceedings and/or the Realization Plan implemented in accordance therewith or to payments for goods or services provided or received by any and all of the NOI Debtors before the date of the NOI Filing Date but due or payable after the NOI Filing Date or to any other payments stayed by the NOI Proceedings;
- 4.1.3 each Credit Party will strictly adhere to all the terms, conditions and covenants of this Agreement, the Credit Agreement and the other Loan Documents including, without limitation, terms requiring prompt payment of principal and interest amounts when due, except to the extent that those terms, conditions and covenants are otherwise specifically amended by this Agreement;
- 4.1.4 each Credit Party will comply with the provisions of the Charges Order and any other order of the BIA Court;
- 4.1.5 notwithstanding anything to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document:
 - 4.1.5.1 no NOI Debtor will transfer, lease, sell or otherwise dispose of all or any part of its property, assets or undertaking (excluding dispositions of inventory in the ordinary course of business) other than the transfer, lease, sale or other disposition of property, assets or undertaking not exceeding \$25,000 for any single transaction or \$100,000 in the aggregate; provided, however, that the foregoing shall not apply with respect to any sales or dispositions of property, assets or undertaking effected by any NOI Debtor in accordance with the terms of the Realization Plan as consented to and approved by the Agent and the Lenders in writing;
 - 4.1.5.2 each NOI Debtor agrees not to make, or set aside any funds for the purpose of making, any Restricted Payment, distribution or capital expenditure, other than payments of salaries in the ordinary course of business and consistent with historical salary payments (excluding bonuses) and capital expenditures permitted under the NOI Proceedings and contemplated in the Approved NOI Cash Flow without the prior written consent of the Agent and the Lenders given on or after the date hereof;
 - 4.1.5.3 notwithstanding clause 4.1.5.2 and notwithstanding any contract or contracts executed prior to the commencement of the NOI Proceedings or

otherwise and unless otherwise agreed to by the Agent and the Lenders in writing on or after the date hereof, the NOI Debtors shall not pay:

- (x) any officer or director of any NOI Debtor any bonus, incentive or retention payment,
- (y) any single employee of any NOI Debtor (who is not an officer or director of any NOI Debtor) any bonus, incentive or retention payment in excess of \$25,000 during the Forbearance Period (other than bonuses paid to any such employee pursuant to (i) written NOI Debtor bonus plans, or (ii) employment contracts; each documented prior to the NOI Filing Date), or
- (z) any employee of any NOI Debtor (who is not an officer or director of any NOI Debtor) any bonus, incentive or retention payment to the extent that such payment would result in the aggregate of all such payments made to all such employees exceeding \$500,000 in total during the Forbearance Period (other than bonuses paid to any such employee pursuant to (i) written NOI Debtor bonus plans, or (ii) employment contracts; each documented prior to the NOI Filing Date);

4.1.5.4 no NOI Debtor will:

- 4.1.5.4.1 change its name, fiscal year end, accounting policies, jurisdiction of incorporation or registered office;
- 4.1.5.4.2 terminate, without cause, any of its key employees or add, remove or replace any of its directors or officers except as approved by the Proposal Trustee;
- 4.1.5.4.3 cease to carry on its business or activities as they are currently being conducted or change its operations or business practices, other than as contemplated by the Realization Plan and the Sales Agent Agreement;
- 4.1.5.4.4 notwithstanding the Charges Order, disclaim any contract that is material to such NOI Debtor's business, except as otherwise approved by the Proposal Trustee;
- 4.1.5.4.5 notwithstanding the Charges Order, amend or renew, extend the term, disclaim or accept the surrender of any real property lease, except as otherwise approved by the Proposal Trustee;
- 4.1.5.4.6 increase any termination or severance entitlements or pay any termination or severance payments or modify any compensation or benefit plans whatsoever;

- 4.1.5.4.7 except as otherwise contemplated in the Charges Order or any other order of the BIA Court, establish or make any retention or bonus payments;
 - 4.1.5.4.8 enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against any NOI Debtor;
 - 4.1.5.4.9 amend the Sales Agent Agreement or the fees referred to therein, or enforce or decline to enforce its rights and remedies under the Sales Agent Agreement;
 - 4.1.5.4.10 transfer Inventory between its retail store locations, distribution centres and warehouses outside the ordinary course of its business, except as directed by the Sales Agent;
 - 4.1.5.4.11 co-mingle the Inventory owned by Bombay with the Inventory owned by Bowring in any manner whatsoever such that the Inventory owned by Bowring is sold by Bombay (except to the extent that sales by Bombay of Inventory owned by Bowring are properly recorded as sales of such Inventory on the books and records of Bowring); or
 - 4.1.5.4.12 co-mingle the Inventory owned by Bowring with the Inventory owned by Bombay in any manner whatsoever such that the Inventory owned by Bombay is sold by Bowring (except to the extent that sales by Bowring of Inventory owned by Bombay are properly recorded as sales of such Inventory on the books and records of Bombay);
- 4.1.6 the Credit Parties will forthwith provide to the Agent and the Lenders (at the cost of the NOI Debtors):
- 4.1.6.1 a copy of any notice that it is required to give to any Person (including, without limitation, any landlord) pursuant to the NOI Proceedings at the same time any such notice is required to be given to such Person;
 - 4.1.6.2 a copy of all reports and information respecting the business, financial condition or prospects of the NOI Debtors (including, without limitation, all unredacted reports and information provided to any and all of the NOI Debtors by the Sales Agent as the Agent and the Lenders may, from time to time, reasonably request);

- 4.1.6.3 on not less than 48 hours' prior notice (unless circumstances do not permit such notice, in which case, such notice as may be reasonably practicable in the circumstances), explanations and copies of draft court documents in respect of any application, motion or other contemplated actions or steps made or taken by the NOI Debtors in the NOI Proceedings or other similar or ancillary proceedings in any other jurisdiction (excluding drafts of any report of the Proposal Trustee); subject in all cases to confidentiality restrictions (provided, however, that where disclosure to the Agent and the Lenders of the confidential information is not prohibited, the Agent and the Lenders are permitted to share and provide copies of all such information and materials to its agents, counsel, consultants and advisors who have been advised of and agree to be subject to the same confidentiality restrictions);
- 4.1.6.4 the following reporting information certified by the Chief Financial Officer of each of the NOI Debtors with respect to each such NOI Debtor and in form and detail satisfactory to the Agent and the Lenders including:
- 4.1.6.4.1 weekly, by 12:00 noon on the third Business Day of each week (for the immediately prior week) or on such more frequent basis as determined by the Agent and the Lenders in their sole and unfettered discretion:
- (a) a report (the "**Cash Flow Variance Report**") on a consolidated basis of the actual cash flow position and compared against the forecasts as contained in the Approved NOI Cash Flow applicable at such time in respect of such immediately prior week, showing on a line-by-line basis actual receipts and disbursements and the total available liquidity for the last day of the prior week for the cumulative period since the commencement of the NOI Proceedings and for a rolling cumulative four-week period once the NOI Proceedings have been pending for four weeks and noting therein all variances on a line-by-line basis from the amounts in the Approved NOI Cash Flow and including explanations for all material variances;
 - (b) a calculation of the Accounts which would not meet the criteria of an Eligible Credit Card Account Receivables;
 - (c) a detailed, end-of-week listing of the Inventory of the NOI Debtors by location, type and product group with a supporting perpetual inventory report, in each case, accompanied by a slow moving

inventory report and such other supporting detail and documentation as shall be requested by the Agents and the Lenders in their reasonable discretion; and

- (d) a calculation and report as to the Inventory of the NOI Debtors which does not meet the definition of Eligible Inventory;

4.1.6.4.2 promptly upon receipt (upon the reasonable request by the Agent and the Lenders):

- (a) a summary of the insurance coverages of the NOI Debtors, in form and substance reasonably satisfactory to Agent and the Lenders, and, upon renewal of any insurance policy, a copy of an insurance certificate summarizing the terms of such policy and, upon request by Agent and the Lenders, copies of the applicable policies;
- (b) a copy of the report or reports of an independent collateral field examiner (which collateral field examiner may be the Agent or any Lender or any Affiliate thereof) approved by Agent and the Lenders with respect to the Eligible Credit Card Account Receivables and Eligible Inventory components included in the Borrowing Base;
- (c) the results of any physical verification that any NOI Debtor may have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory; and
- (d) such appraisals of the assets of the NOI Debtors as the Agent and the Lenders may in their discretion request at any time by an appraiser that is acceptable to Agent and the Lenders;

4.1.6.4.3 promptly after any Credit Party learns of the receipt or occurrence thereof, a certificate of such Credit Party (signed by a senior officer of such Credit Party) specifying:

- (a) notice of the institution of or any material adverse development in any action, suit or proceeding or any governmental investigation or any arbitration before any court or arbitrator or any Governmental Authority or official against any NOI Debtor which

would reasonably be expected to have a Material Adverse Effect;

- (b) any official notice of any violation, possible violation, non-compliance or possible non-compliance, or claim made by any Governmental Authority pertaining to all or any part of the properties of any NOI Debtor which would reasonably be expected to have a Material Adverse Effect;
- (c) any event which constitutes an Additional Default together with a detailed statement specifying the nature thereof and the steps being taken to cure such Additional Default;
- (d) the receipt of any notice from, or the taking of any other action by, the holder of any promissory note, debenture or other evidence of Indebtedness of any NOI Debtor with respect to an actual or alleged default, together with a detailed statement specifying the notice given or other action taken by such holder and the nature of the claimed default and what action the Credit Parties are taking or propose to take with respect thereto;
- (e) any default or non compliance of any party to any of the Loan Documents with any of the terms and conditions thereof or any notice of termination or other proceedings or actions which would reasonably be expected to adversely affect any of the Loan Documents; and
- (f) any other event, development or condition which may reasonably be expected to have a Material Adverse Effect;

4.1.6.4.4 promptly:

- (a) after receipt by any Credit Party, a copy of any notice received by any Credit Party in which any creditor, landlord or other third party delivers a notice of defect, default, demand, acceleration or enforcement in respect of any obligation of an NOI Debtor,
- (b) after receipt by any Credit Party and subject to the prior consent of the Proposal Trustee, a copy of any

draft and/or final report to be issued by the Proposal Trustee in connection with the NOI Proceedings,

- (c) a copy of any and every proposal to be filed by any NOI Debtor with the BIA Court within the NOI Proceedings, to be provided to the Agent and the Lenders not less than five (5) Business Days immediately prior to such proposal being proposed to the creditors of any NOI Debtor or filed with the BIA Court;

4.1.6.4.5 promptly at the request of the Agent and the Lenders, details of the cash contained in each of the Non-Lender Accounts; and

4.1.6.4.6 promptly, all other reports and information required to be provided under this Agreement, the Credit Agreement or any other Loan Document or as may be otherwise reasonably required by the Agent and the Lenders from time to time.

4.1.7 Cooperation and Information: Each Credit Party agrees and acknowledges that:

4.1.7.1 it has consulted with the Agent and the Lenders, the Proposal Trustee and the Sales Agent in developing the Realization Plan before it was implemented;

4.1.7.2 the Realization Plan is subject to the full and detailed review by the Agent and the Lenders, the Proposal Trustee and the Sales Agent and to the consent and approval of the Agent and the Lenders in writing in their sole discretion.

4.1.7.3 it will co-operate fully with the Agent and the Lenders, the Proposal Trustee and the Sales Agent including providing all information reasonably requested by any of the Agent, any Lender, the Proposal Trustee or the Sales Agent and providing the Agent and the Lenders, the Proposal Trustee and their agents, consultants and advisors (including, without limitation, any financial advisor appointed by the Agent and the Lenders) full access to each NOI Debtor's books, records, properties and assets, wherever they may be located, which right of access will include the right to inspect and appraise those properties and assets.

4.1.7.4 other than as provided for in the Sales Agent Agreement, each NOI Debtor will, in all material respects, conduct its business and preserve, protect and maintain the Collateral in accordance with the Realization Plan and each Credit Party will use all reasonable efforts to keep the Agent and the Lenders apprised on a timely basis of all material developments with respect to the business and affairs of each NOI Debtor.

- 4.1.7.5 except such communications that are approved by the Proposal Trustee, it will obtain the prior written consent of the Agent and the Lenders prior to disseminating general written communications to any customer, supplier or employee group, landlords and other stakeholders in respect of this Agreement, the Credit Agreement, any other Loan Document or the NOI Proceeding.
- 4.1.8 **Use of Non-Lender Accounts:** Each NOI Debtor agrees that, at all times, all of their accounts (including, without limitation, deposit, chequing, savings, concentration and other financial accounts) shall be maintained with the Agent and the Lenders save and except for the deposit accounts listed on Schedule 4 hereto (the “**Non-Lender Accounts**”). The full amount of all credit balances in the Non-Lender Accounts shall be transferred each Business Day to the applicable NOI Debtor’s account held at a branch of the Lender which continues to be used in the ordinary course for such deposits and transfers. Each of the Non-Lender Accounts shall only be used for receiving deposits from retail store locations where no branch of the Agent and the Lenders is reasonably proximate to such location for the purpose of such deposits and shall only be used for deposits in the ordinary course of business of the applicable NOI Debtor in respect of such applicable retail location.
- 4.1.9 **Security:** The Credit Parties will from time to time execute and deliver additional supplements, amendments or additions as may be requested by the Agent and the Lenders to any of the existing Guarantees and Security Documents held by the Agent and the Lenders (together with supporting resolutions, certificates and other documentation as may be reasonably required) in order to better effect the intent of this Agreement, the Credit Agreement and the other Loan Documents.
- 4.1.10 **Suspension of Existing Financial Covenants:** The Credit Parties and the Agent and the Lenders agree that compliance with the financial covenant set forth in Section 5.13 of the Existing Credit Agreement shall be temporarily suspended, and the Agent and the Lenders will not exercise any of the rights under this Agreement, the Credit Agreement or the other Loan Documents solely in respect of any breach of such financial covenant before or during the Forbearance Period.
- 4.1.11 **No Non-arm’s Length Payments:** Without derogation to any negative covenants contained in the Credit Agreement and subject to Section 4.1.5, no NOI Debtor shall make any payments of interest, principal, bonuses, management fees, incentives, payments or salary or other distributions of cash or assets to any Person with which it does not deal at arm’s length except for payments of salaries in the ordinary course of business and consistent with historical salary payments (excluding bonuses).
- 4.1.12 **Further Assurances:** Each Credit Party will provide any further or additional documents, whether provided for in this Agreement, the Credit Agreement, any other Loan Documents or otherwise, that the Agent and the Lenders may require to ensure that the Agent and the Lenders have fully enforceable Guarantees from each Credit Party and a first ranking Lien in the case of the Post-Petition Obligations (pursuant to the DIP Priority Charge and the Security Documents) and a second ranking Lien in

the case of the Pre-Petition Obligations (pursuant to the Security Documents and subordinate only to the DIP Priority Charge) against such assets, properties and undertaking of the NOI Debtors as the Agent and the Lenders require (including without limitation all amendments or supplements to any of this Agreement, the Credit Agreement or any other Loan Document (including without limitation all Security Documents) and all additional or supplemental debentures, mortgages, charges, assignments, pledges and/or other security deemed necessary or desirable by the Agent and the Lenders).

- 4.1.13 **Loan Document Covenants:** Each Credit Party will strictly adhere to all the terms, conditions and covenants of this Agreement, the Credit Agreement and each other Loan Document to which it is a party (including, without limitation, terms requiring prompt payment of principal and interest amounts when due, except to the extent that those terms, conditions and covenants are otherwise specifically amended by this Agreement).
- 4.1.14 **Blocked Accounts:** Each Credit Party agrees as follows:
 - 4.1.14.1 that each NOI Debtor will enforce, collect and receive at its expense all amounts owing on its Accounts in the ordinary course of its business and any proceeds it so receives shall be subject to the terms of this Section 4.1.14;
 - 4.1.14.2 to use its commercially reasonable efforts, at its expense, to convert each of the NOI Debtor accounts that receive proceeds of Inventory or other Property subject to a Lien in favour of the Agent and the Lenders (including, without limitation, deposit, chequing, savings, concentration and other financial accounts and including, for greater certainty, Non-Lender Accounts) existing as at the date hereof to Blocked Accounts subject to duly executed and delivered Blocked Account Agreements and complying in all respects with the terms set forth in Schedule 5 hereto;
 - 4.1.14.3 to, at its expense: (a) provide the Agent and the Lenders with prior written notice of any and all NOI Debtor accounts (including, without limitation, deposit, chequing, savings, concentration and other financial accounts) opened or to be opened subsequent to the date hereof, and (b) concurrently with the establishment by any NOI Debtor after the date hereof of any such new account, to provide the Agent and the Lenders with details of such new account and cause any such new account that receives proceeds of Inventory or other Property subject to a Lien in favour of the Agent and the Lenders to be a Blocked Account subject to a duly executed and delivered Blocked Account Agreement and complying in all respects with the terms set forth in Schedule 5 hereto;
 - 4.1.14.5 that, commencing the date which is five (5) Business Days following the NOI Filing Date and at all times thereafter: (a) each of the NOI Debtors' accounts with the Agent and the Lenders that receive proceeds of

Inventory or other Property subject to a Lien in favour of the Agent and the Lenders (including, without limitation, deposit, chequing, savings, concentration and other financial accounts and including, for greater certainty, Non-Lender Accounts) shall be Blocked Accounts subject to duly executed and delivered Blocked Account Agreements and complying in all respects with the terms set forth in Schedule 5 hereto, (b) it shall have delivered to the Agent and the Lenders evidence satisfactory to the Agent and the Lenders that blocked account and cash management systems with the Agent and the Lenders complying in all respects with the terms set forth in Schedule 5 hereto have been established and are currently being maintained in the manner set forth in Schedule 5 hereto, and (c) it shall have delivered to the Agent and the Lenders copies of duly executed tri-party blocked account and other control agreements satisfactory to the Agent and the Lenders, acting reasonably, with the Agent and the Lenders as required by the Agent and the Lenders in their sole discretion; and

- 4.1.14.6 that, commencing the date which is twenty (20) Business Days following the NOI Filing Date and at all times thereafter: (a) each of the NOI Debtors' accounts with all other Persons that receive proceeds of Inventory or other Property subject to a Lien in favour of the Agent and the Lenders or otherwise (including, without limitation, deposit, chequing, savings, concentration and other financial accounts and including, for greater certainty, Non-Lender Accounts) shall be Blocked Accounts subject to duly executed and delivered Blocked Account Agreements and complying in all respects with the terms set forth in Schedule 5 hereto, (b) it shall have delivered to the Agent and the Lenders evidence satisfactory to the Agent and the Lenders that blocked account and cash management systems with all such other Persons complying in all respects with the terms set forth in Schedule 5 hereto have been established and are currently being maintained in the manner set forth in Schedule 5 hereto, and (c) it shall have delivered to the Agent and the Lenders copies of duly executed tri-party blocked account and other control agreements satisfactory to the Agent and the Lenders, acting reasonably, with all such other Persons as required by the Agent and the Lenders in their sole discretion.

The parties hereto hereby acknowledge, confirm and agree that the implementation of the cash management arrangements is a contractual right provided to the Agent and the Lenders hereunder in order for the Agent and the Lenders to manage and monitor their collateral position and not a proceeding for enforcement or recovery of a claim, or pursuant to, or an enforcement of, any security or remedies whatsoever, that the cash management arrangements contemplated herein are critical to the structure of the lending arrangements contemplated herein, that the Agent and the Lenders are relying on the Credit Parties' acknowledgement, confirmation and agreement with respect to such cash management arrangements in making accommodations of credit available to the Borrower and in particular that any accommodations of credit are being

provided by the Agent and the Lenders to the Borrower strictly on the basis of a Borrowing Base calculation to fully support and collateralize any such accommodations of credit hereunder.

4.2 **Covenants in the Credit Agreement and the other Loan Documents**

Except as expressly modified in this Agreement by specific reference, all of the covenants in this Agreement are in addition to and not in substitution for the covenants of the Credit Parties in the Existing Credit Agreement and the other Loan Documents.

**ARTICLE 5
AMENDMENTS TO LENDING
ARRANGEMENTS**

5.1 **Amendments to Existing Credit Agreement**

5.1.1 The following new definition is hereby added to Section 1.1 of the Existing Credit Agreement to appear in the applicable alphabetical order therein:

“Approved NOI Cash Flow” means the approved notice of intention to enforce cash flow forecast as attached as Schedule 2 to the forbearance agreement between the Borrower, the Guarantors, the Trust, the Agent and the Lenders dated as of November 1, 2018 (the **“Forbearance Agreement”**), as such forecast may be amended, supplemented or replaced from time to time and at any time in accordance with the provisions of such forbearance agreement.”

5.1.2 The following definitions in Section 1.1 of the Existing Credit Agreement are hereby amended as follows:

(a) The definition of **“Eligible In-Transit Inventory”** contained in Section 1.1 of the Existing Credit Agreement is hereby amended by deleting subsection (e) contained therein in its entirety and replacing such subsection with **“(e) Intentionally Deleted,”** and

(b) The definition of **“Blocked Accounts”** in Section 1.1 of the Existing Credit Agreement is hereby amended by deleting reference therein to **“Section 2.17(c)”** and replacing such reference with **“Section 2.17(d)”**.

5.1.3 The definitions of **“Block”**, **“Commitment”**, **“Credit”** and **“Obligations”** in Section 1.1 of the Existing Credit Agreement are hereby deleted in their entirety and replaced with the following applicable definitions:

“Block” means, at any time, an amount equal to \$700,000.

“Commitment” means, with respect to each Lender, the commitment(s) of such Lender to make Loans hereunder as such commitment(s) may be reduced from time to time pursuant to Sections 2.6, 2.7 and/or 2.9, and as such commitment(s) may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.4. The initial amount(s) of each Lender’s Commitment(s) are set forth on Schedule A, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment(s), as applicable. As of October 25, 2018 and thereafter, the aggregate Commitment of the Lenders in respect of:

- (x) Fixed Pre-Petition Loans is Cdn.\$23,500,000 minus the aggregate amount of all repayments of Fixed Pre-Petition Loans made by the Borrower on or after 12:01am on October 25, 2018, and
- (y) Revolving Post-Petition Loans is equal to the sum of Cdn.\$1,800,000 plus the aggregate amount of all repayments of Fixed Pre-Petition Loans made by the Borrower on or after 12:01am on October 25, 2018.

“Credit” means the Cdn.\$25,300,000 credit facility established pursuant to the Commitments of the Lenders.

“Obligations” means, with respect to any Credit Party or the Trust, all obligations, liabilities and Indebtedness of such Credit Party or the Trust, as applicable, to the Agent, the Lenders or a Lender (or any of their Affiliates and, for greater certainty, including the F/X bank and the Issuing Bank) with respect to the principal of and interest on the Loans and the payment or performance of all other obligations, liabilities and Indebtedness of such Credit Party and the Trust, as applicable, to the Agent, the Lenders or a Lender (or any of their Affiliates and, for greater certainty, including the F/X bank and the Issuing Bank) under the Commitment Letter, hereunder or arising under or pursuant to any one or more of the other Loan Documents or with respect to the Loans, including (without limitation): (i) all Exposure, (ii) all reimbursement and indemnity obligations of such Credit Party or the Trust, as applicable, to the Agent, the Lenders or a Lender (or any of their Affiliates and, for greater certainty, including the F/X bank and the Issuing Bank) under the Commitment Letter, this Agreement or any other Loan Document or in connection with any Letter of Credit, F/X Contract or otherwise, (iii) all interest (including all interest that accrues after the commencement of any case or proceeding by or against a Credit Party or the Trust, as applicable, under any federal, provincial or state bankruptcy, insolvency, receivership or similar law, whether or not allowed in such case or proceeding), and all charges, expenses, fees, legal fees and filing fees, and (iv) all other sums chargeable to such Credit Party or the Trust under the Commitment Letter,

this Agreement, any Loan Document, or any other agreement or instrument with the Agent, the Lenders, the F/X Bank or the Issuing Bank (or any of their Affiliates), including Cash Management Obligations.”

5.1.4 Section 2.1 of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“2.1 Commitments”

Subject to the terms and conditions set forth herein, each Lender commits:

- (a) to continue its Loans to the Borrower as existing immediately prior to 12:01am on October 25, 2018 (each such Loan continued under this Section 2.1(a) being a “**Fixed Pre-Petition Loan**”); and
- (b) to make Loans to the Borrower from time to time during the period commencing on and after 12:01am October 25, 2018 and ending on the Maturity Date in accordance with the draw schedule as set forth in the “Draw” line item under the heading “Revolving Post-Petition Loans” in the Approved NOI Cash Flow (each such Loan made under this Section 2.1(b) being a “**Revolving Post-Petition Loan**”),

(the Fixed Pre-Petition Loans and the Revolving Post-Petition Loans collectively being the “**Revolving Loans**”) subject to the terms of this Agreement and in the aggregate principal amounts for the Borrower up to the amounts set forth beside each such Lender’s name in Schedule A under the heading “Commitment”, provided that a Lender shall not be required to extend further credit pursuant to Section 2.1(b) if any further extension of credit made by such Lender as requested by the Borrower would result in:

- (w) such Lender’s Exposure exceeding such Lender’s Commitment, or
- (x) the sum of the total Exposure exceeding either: (i) the total Commitment, or (ii) the Borrowing Base, or
- (y) the sum of the Fixed Pre-Petition Loans exceeding the amounts as shown during the applicable time period as set forth in the “Ending Balance” line item under the heading “Fixed Pre-Petition Loans” in the Approved NOI Cash Flow by an amount in excess of: (i) 110% of such “Ending Balance” amount (all subject to subsections (w) and (y) set forth immediately above) during the period ending November 17, 2018, or (ii) 103% of such “Ending Balance” amount (all subject to subsections (w) and (y) set forth immediately above) during the period ending at any point in time following November 17, 2018, or

- (z) the Revolving Post-Petition Loans exceeding the amounts as shown during the applicable time period as set forth in the “Ending Balance” line item under the heading “Revolving Post-Petition Loans” in the Approved NOI Cash Flow by an amount in excess of: (i) 110% of such “Ending Balance” amount (all subject to subsections (w) and (y) set forth immediately above) during the period ending November 17, 2018, or (ii) 103% of such “Ending Balance” amount (all subject to subsections (w) and (y) set forth immediately above) during the period ending at any point in time following November 17, 2018.

Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Revolving Post-Petition Loans. The Borrower shall not be permitted to reborrow Fixed Pre-Petition Loans.”

- 5.1.5 Section 2.7 of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“2.7 Repayment of Loans.

The Borrower hereby unconditionally promises to pay to the Agent for the account of each Lender:

- (a) the then unpaid principal amount of each Fixed Pre-Petition Loan in accordance with the “Pay-Down” line item under the heading “Fixed Pre-Petition Loans” in the Approved NOI Cash Flow or:
 - (x) such greater amount to the extent that the actual net cash flow of the Borrower (calculated in the manner as set forth in the Approved NOI Cash Flow) is greater than the forecast “Net Cash Flow” as shown in the Approved NOI Cash Flow or
 - (y) such lesser amount but only to the extent that a Terminating Event (under Section 6.5.2 of, and as defined under, the Forbearance Agreement) would not arise;
- (b) the then unpaid principal amount of each Revolving Post-Petition Loan in accordance with the “Pay-Down” line item under the heading “Revolving Post-Petition Loans” in the Approved NOI Cash Flow or:
 - (x) such greater amount to the extent that the actual net cash flow of the Borrower (calculated in the manner as set forth in the Approved NOI Cash Flow) is greater than the forecast “Net Cash Flow” as shown in the Approved NOI Cash Flow or

(y) such lesser amount but only to the extent that a Terminating Event (under Section 6.5.2 of, and as defined under, the Forbearance Agreement) would not arise; and

(c) all remaining Obligations on the earlier of the Maturity Date and the date that the Commitment is terminated pursuant to Section 2.6(b) or Section 7.1 hereof or pursuant to Sections 5.6 or 6.5 of the Forbearance Agreement.”

5.1.6 Section 2.9(a) of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Mandatory Borrowing Base Prepayments. Unless an Event of Default has occurred and is continuing (in which case, Section 7.2(d) shall apply), if at any time the aggregate Exposure of all Lenders is in excess of: (i) the Borrowing Base or (ii) the total Commitment, the Borrower shall, upon request by the Agent, promptly pay to the Agent, for the account of the Lenders, the amount of such excess to be applied: (w) first, as a prepayment of the Fixed Pre-Petition Loans, (x) second, in satisfaction of all Reimbursement Obligations, if any, outstanding at such time, (y) third, as a prepayment of the Revolving Post-Petition Loans, and (z) fourth, as Cover for any remaining Letter of Credit Exposure and F/X Exposure in an amount of such remaining excess.”

5.1.7 Section 2.15(b) of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Unless an Event of Default has occurred and is continuing (in which case, Section 7.2(d) shall apply), if at any time insufficient funds are received by and available to the Agent to pay fully all amounts of principal, interest, fees, amounts payable in respect of amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts payable hereunder, any available funds shall be applied: (i) first, to pay any fees, indemnities or expense reimbursements then due to the Agent from the Credit Parties, (ii) second, to pay any fees or expense reimbursements then due to the Lenders from the Credit Parties, (iii) third, to pay interest and fees due in respect of all Fixed Pre-Petition Loans, (iv) fourth, to pay or prepay principal of the Fixed Pre-Petition Loans, (v) fifth, to pay unpaid Reimbursement Obligations, (vi) sixth to pay all interest and fees due in respect of all Revolving Post-Petition Loans, (vii) seventh, to pay or prepay principal of the Revolving Post-Petition Loans, and (viii) eighth, to pay any and all other Obligations due to the Agent or any Lender by the Credit Parties, including amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts otherwise payable hereunder.”

5.1.8 Section 7.1(d) of the Existing Credit Agreement is hereby amended by deleting reference to “Section 5.1(n)(ii)” contained therein and replacing such reference with “Section 5.1(l)(ii)”.

5.1.9 Section 7.2(d) of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(d) During the continuance of an Event of Default that has not been waived, the Agent may, and upon the direction of the Required Lenders the Agent shall, apply any and all payments received by the Agent in respect of any Obligation as set forth below. Notwithstanding any provision herein to the contrary, all payments made by or for the account of the Credit Parties or the Trust to the Agent after any or all of the Obligations have been accelerated (so long as such acceleration has not been rescinded), including proceeds of Collateral, shall be applied as follows:

first, to payment of the Administration Charge;

second, to payment of costs and expenses (including without limitation legal costs and expenses) of the Agent payable or reimbursable by the Credit Parties and the Trust under the Loan Documents;

third, to payment of costs and expenses (including without limitation legal and Agent Financial Advisor costs and expenses) of the Lenders payable or reimbursable by the Credit Parties and the Trust under the Commitment Letter, this Agreement or any of the other Loan Documents;

fourth, to payment of all accrued unpaid interest, fees, principal and other amounts owed to the Agent, the Lenders and the Issuing Bank in respect of the Post-Petition Obligations (as such term is defined in the Forbearance Agreement including, without limitation, Revolving Post-Petition Loans reimbursement obligations in respect of Letters of Credit, F/X Exposure, Cover, and Cash Management Obligations (but excluding Cash Management Obligations which are not subject to Availability Reserves));

fifth, to payment of all accrued unpaid interest, fees, principal and other amounts owed to the Agent, the Lenders and the Issuing Bank in respect of the Pre-Petition Obligations (as such term is defined in the Forbearance Agreement including, without limitation, Fixed Pre-Petition Loans reimbursement obligations in respect of Letters of Credit, F/X Exposure, Cover, and Cash Management Obligations (but excluding Cash Management Obligations which are not subject to Availability Reserves));

sixth, Cash Management Obligations which are not subject to Availability Reserves;

seventh, to payment of any other amounts owing which constitute Obligations; and

eighth, any remainder (including, for greater certainty, the D&O Charge) shall be for the account of and paid to whoever may be lawfully entitled thereto.

In carrying out the foregoing: (i) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (ii) each of the Lenders or other Persons entitled to payment shall receive an amount equal to its pro rata share of amounts available to be applied pursuant to each applicable category.”

5.1.10 Schedule A of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

**“SCHEDULE A
COMMITMENTS**

<u>Lender</u>	<u>Commitment</u>
Canadian Imperial Bank of Commerce	\$25,300,000

5.1.11 Schedule 3.27 entitled “Bank Accounts” is added to the Existing Credit Agreement immediately before Schedule 3.28 and contains the information as attached hereto in Schedule 6.

5.1.12 The Borrowers acknowledge and agree that the Fixed Pre-Petition Loans are fully drawn and are non-revolving. The Pre-Petition Obligations are set out and more fully described in Schedule 1 hereto.

5.1.13 Except to the extent otherwise set forth in this Agreement, the Credit shall continue in accordance with the terms and conditions as set forth in the Existing Credit Agreement.

5.2 Availment

5.2.1 Notwithstanding any provision within the Existing Credit Agreement or any other Loan Document, the Borrower acknowledges and agrees that the only Loans available to it for further Borrowings, subject to the terms of the Existing Credit Agreement as amended by this Agreement, are Revolving Post-Petition Loans.

5.2.2 Notwithstanding any provision within the Existing Credit Agreement or any other Loan Document, each Borrowing of a Revolving Post-Petition Loan under the Credit shall, after the date hereof, be by way of a draw on the funds in the operating accounts and the amount of each such draw shall be deemed to be a “Borrowing” and the aggregate of all such Borrowings shall not exceed the amounts as set forth in Section 5.1.4 hereof subject to repayments required pursuant to Section 5.1.5 hereof.

5.2.3 The aggregate of all Obligations under the Credit shall not exceed the lesser of: (a) the Borrowing Base, and (b) the total Commitment.

5.3 **Purpose**

5.3.1 Notwithstanding any provision within the Credit Agreement or any other Loan Document, Borrowings under the Credit established pursuant to the Credit Agreement shall, subject to the provisions of this Agreement, be used solely for funding in the ordinary course operations and restructuring of the NOI Debtors in Canada during the NOI Proceedings, the NOI Debtors' out-of-pocket costs incurred in connection with the NOI Proceedings (including all reasonable fees and expenses of the Agent and the Lenders, the Proposal Trustee, the Proposal Trustee's counsel and the NOI Debtors' counsel), and for such other purposes as may be agreed to by the Agent and the Lenders in writing; all in accordance with the Approved NOI Cash Flow and the Realization Plan.

5.4 **Repayments**

5.4.1 Notwithstanding any provision within the Credit Agreement or any other Loan Document, unless an Event of Default has occurred and is continuing (in which case, Section 7.2(d) of the Credit Agreement shall apply) and until the repayment in full of all of the Pre-Petition Obligations to the Agent and the Lenders, the NOI Debtors shall promptly apply all cash on hand, cash flow, gross revenue and all other receipts of funds in any form derived directly or indirectly from any dealing with all or any part of any property or assets of the NOI Debtors (including for greater certainty and without limitation: (i) all amounts paid to any NOI Debtor pursuant to the Sales Agent Agreement; (ii) any and all amounts held in trust by the Proposal Trustee and thereafter released to any NOI Debtor) in accordance with Sections 2.9(a) and 2.15(b) of the Existing Credit Agreement (as amended by this Agreement) and otherwise as follows:

5.4.1.1 first, to repay all Pre-Petition Obligations in full;

5.4.1.2 second, to cash collateralize any and all Letters of Credit issued prior to October 25, 2018; and

5.4.1.3 third to repay all Post-Petition Obligations.

5.5 **Prepayments**

5.5.1 Unless the Agent and the Lenders provide their prior written consent otherwise, the Borrower is required to prepay amounts outstanding under the Credit subject to the Charges Order approving such payment on a motion supported by the Borrower:

5.5.1.1 upon receipt of insurance proceeds or expropriation awards by the NOI Debtors unless the proceeds are reinvested to repair or replace such assets prior to the Maturity Date;

- 5.5.1.2 upon receipt by the NOI Debtors of net cash proceeds from the sale of any of the Collateral;
 - 5.5.1.3 upon receipt of any extraordinary payments such as tax refunds by the NOI Debtors; and
 - 5.5.1.4 upon receipt of net cash proceeds from the sale of any equity interests in the Borrower or any of its Subsidiaries or the receipt of capital contributions by the Borrower or any of its Subsidiaries.
- 5.5.2 The Borrower shall be entitled, with the consent of the Proposal Trustee, to voluntarily prepay any principal amount of the Obligations.

5.6 **Maturity**

- 5.6.1 The Lenders' commitment to make Loans under the Credit shall expire on the Maturity Date and all amounts owing by the NOI Debtors to the Agent and the Lenders in connection with this Agreement, the Credit Agreement and all other Loan Documents shall be irrevocably paid by the NOI Debtors to the Agent and the Lenders in full on the Termination Date, without the Agent being required to make demand upon any NOI Debtor or other parties or to give notice that the Credit has expired and that the obligations thereunder are due and payable. The "**Termination Date**" shall be the date which is the earliest of:
- 5.6.1.1 two (2) days following the receipt by the Agent and the Lenders of written notice by the Borrower of termination of the Credit;
 - 5.6.1.2 the date of issuance of a demand by the Agent and the Lenders for repayment of any or all of the Obligations upon the occurrence of an Additional Default after the NOI Filing Date;
 - 5.6.1.3 the implementation date of any proposal under the NOI Proceedings;
 - 5.6.1.4 the date on which the NOI Proceedings are converted into an assignment for the benefit of creditors under the BIA or an appointment of a receiver or receiver and manager;
 - 5.6.1.5 the date on which the NOI Proceedings are terminated;
 - 5.6.1.6 the date on which the stay imposed under the NOI Proceedings is lifted, in whole or in part, in a manner that has an adverse effect on the Security Documents or Liens in respect thereof (in the Agent and the Lenders sole discretion), is terminated or lapses without extension, unless Agent and the Lenders consent thereto;
 - 5.6.1.7 January 21, 2019 or such other date as may be agreed to by the Agent and the Lenders; and

5.6.1.8 the occurrence or existence of any Terminating Event.

**ARTICLE 6
REPRESENTATIONS, WARRANTIES
AND COVENANTS**

Each of the Credit Parties represents, warrants and covenants with and to Agent and the Lenders as follows:

6.1 Representations in Loan Documents

Except for any representation and warranty set out in any of the Loan Documents relating to the non-existence of an Existing Default, or stated to be made as at a particular date, each of the representations and warranties made by or on behalf of the Credit Parties to the Agent and the Lenders in the Existing Credit Agreement or any of the other Loan Documents was true and correct when made, and in all material respects is, true and correct on the date of this Agreement, with the same full force and effect as if each of those representations and warranties had been made by the applicable Credit Party on the date of, and within, this Agreement.

6.2 Full Effect of Documents

6.2.1 This Agreement, the Existing Credit Agreement and the other Loan Documents to which each Credit Party is party and the transactions contemplated hereby and thereby:

6.2.1.1 upon the granting of the Charges Order, are within the powers of such Credit Party;

6.2.1.2 have been duly authorized, executed and delivered by or on behalf of such Credit Party;

6.2.1.3 are in full force and effect and constitute legal, valid and binding obligations of each Credit Party, enforceable against each such Credit Party in accordance with their respective terms; and

6.2.1.4 upon and subject to the Charges Order do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under, result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any material contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected.

6.3 No Conflict, Filings, etc.

- 6.3.1 The execution and delivery and performance of this Agreement by each Credit Party will not violate any requirement of Applicable Law or any contractual obligation of each Credit Party, and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues.
- 6.3.2 Upon and subject to the Charges Order there is no requirement for any Credit Party to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to the lawful consummation of the transactions contemplated by this Agreement, other than filings which may be made to register, renew or otherwise record the DIP Priority Charge or any Security Documents.

6.4 The Agent and the Lenders May Pursue Rights and Remedies

Nothing in this Agreement will prejudice the Agent and the Lenders' rights to pursue any of their rights or remedies including, without limitation, enforcing their rights under any of this Agreement, the Credit Agreement or any of the other Loan Documents or under Applicable Law following the Forbearance Period.

6.5 Terminating Events

Other than as provided in this Agreement or as may otherwise be consented to in writing by the Agent and the Lenders, the occurrence of any of the following events (other than any such event that constitutes or gives rise to an Existing Default) will constitute a "**Terminating Event**" under this Agreement and a Default or an Event of Default under the Credit Agreement and the other Loan Documents:

- 6.5.1 if any Additional Default occurs and is not cured within three (3) days of receipt of written notice thereof from the Agent and the Lenders or of actual knowledge by any Credit Party of such occurrence, provided that such Additional Default is reasonably capable of being cured;
- 6.5.2 if the actual net cash flow of the Borrower (calculated in the manner as set forth in the Approved NOI Cash Flow):
 - (x) during any weekly time period to and including the week ending November 17, 2018, is less than 90% of the forecast "Net Cash Flow" as shown on the Approved NOI Cash Flow during such weekly period provided that the total cumulative repayments of the Obligations during such weekly time period and during each prior weekly period commencing the week ending October 27, 2018 and ending the week ending November 17, 2018 are less than 90% of the cumulative repayment amounts shown as Pay-Downs under the headings "Fixed Pre-Petition Loans" and

“Revolving Post-Petition Loans” in the Approved NOI Cash Flow during such weekly time period and each such prior weekly period, or

- (y) during any weekly time period commencing the week ending November 24, 2018, is less than 97% of the forecast “Net Cash Flow” as shown on the Approved NOI Cash Flow during such weekly period provided that the total cumulative repayments of the Obligations during such weekly time period and during each prior weekly period commencing the week ending November 24, 2018 are less than 97% of the cumulative repayment amounts shown as Pay-Downs under the headings “Fixed Pre-Petition Loans” and “Revolving Post-Petition Loans” in the Approved NOI Cash Flow during such weekly time period and each such prior weekly period, or
- (z) during any period commencing the week ending October 27, 2018, is less than the forecast “Net Cash Flow” during such period as shown on the Approved NOI Cash Flow during such period by \$800,000 or more,

6.5.3 if at any time: (x) to and including November 17, 2018, the actual Borrowing Base (calculated in the manner as set forth in the Existing Credit Agreement, as amended hereby) has a negative variance of 10% or greater compared to the forecast “BBC Availability” (as shown on the Approved NOI Cash Flow and which is prepared in accordance with the Existing Credit Agreement, as amended hereby) during the applicable time, or (y) following November 17, 2018, the actual Borrowing Base (calculated in the manner as set forth in the Existing Credit Agreement, as amended hereby) has a negative variance of 5% or greater compared to the forecast “BBC Availability” (as shown on the Approved NOI Cash Flow and which is prepared in accordance with the Existing Credit Agreement, as amended hereby) during the applicable time,

6.5.4 if at any time: (x) to and including November 17, 2018, the actual Borrowing Base (calculated in the manner as set forth in the Existing Credit Agreement, as amended hereby, but to exclude the impact of Eligible In-Transit Inventory) has a negative variance of 5% or greater compared to the forecast “BBC Availability (excl. In-Transit)” (as shown on the Approved NOI Cash Flow and which is prepared in accordance with the Existing Credit Agreement, as amended hereby) during the applicable time, or (y) following November 17, 2018, the actual Borrowing Base (calculated in the manner as set forth in the Existing Credit Agreement, as amended hereby, but to exclude the impact of Eligible In-Transit Inventory) has a negative variance of 10% or greater compared to the forecast “BBC Availability (excl. In-Transit)” (as shown on the Approved NOI Cash Flow and which is prepared in accordance with the Existing Credit Agreement, as amended hereby) during the applicable time,

6.5.5 except as may be expressly consented to by the Lenders, if any court of competent jurisdiction, including, without limitation the BIA Court, makes any order declaring that all or part of any one or more NOI Debtor’s property is subject to a Lien in

favour of any party other than the Agent and the Lenders and such court ordered Lien purports to rank in any manner whatsoever in priority to or *pari passu* with any claim of the Agent and the Lenders under the Liens (including, for greater certainty, the DIP Priority Charge) or any of the Security Documents;

- 6.5.6 if, on or after the date of this Agreement:
 - 6.5.6.1 (a) the aggregate Exposure of all Lenders is in excess of the Borrowing Base, or (b) the aggregate Exposure of all Lenders is in excess of the total Commitment (or the aggregate Exposure of the Lenders for any component of the Commitment has been exceeded in respect of such component of the Commitment), or (c) the aggregate Letter of Credit Exposure exceeds: (x) the face value of all Letters of Credit issued and outstanding as at the date of this Agreement less (y) the aggregate amount of Letters of Credit which are terminated, mature or are drawn upon on or after the date of this Agreement (the "**Letter of Credit Facility Limit**"); and, in each case, the NOI Debtors do not repay such excess amount within one (1) Business Day (or, in the case of (c), arrange for the return to the Agent and the Lenders of undrawn Letters of Credit with a face amount sufficient to bring the NOI Debtors back within the Letter of Credit Facility Limit within three (3) Business Days),
 - 6.5.6.2 if the NOI Proceedings are terminated without the prior or concurrent consent of the Agent and the Lenders,
 - 6.5.6.3 if this Agreement expires without extension, or
 - 6.5.6.4 if the Proposal Trustee reports to the BIA Court that there has been a material adverse change in respect of any of the NOI Debtors and/or the NOI Proceedings;
- 6.5.7 if any NOI Debtor fails to pay any amounts when due and owing hereunder;
- 6.5.8 if any Credit Party materially violates or breaches any order of the BIA Court;
- 6.5.9 if any NOI Debtor defaults in any payment on its due date of any amount payable by it after the date of the NOI Filing Date in respect of services provided to or goods received by such NOI Debtor after the date of the NOI Filing Date, to any third party, in an amount in excess of \$25,000 for any single transaction or \$100,000 in the aggregate for all NOI Debtors, other than amounts which such NOI Debtor is disputing in good faith and other than as provided for under this Agreement;
- 6.5.10 if any representation, warranty or other statement made or deemed to be made by any Credit Party in this Agreement, the Credit Agreement or any of the other Loan Documents or in any of the documents or instruments to be delivered to the Agent and the Lenders as contemplated by this Agreement is untrue in any material respect (unless stated to be made as at a particular date and subject to applicable cure periods, if any);

- 6.5.11 if there occurs a change in control of the legal or beneficial ownership in the capital stock of any NOI Debtor, including if any of the shareholders of that equity sell, assign, transfer, donate or otherwise dispose or create a Lien in respect of or covering such capital stock or enters into an agreement with respect to any of the foregoing;
- 6.5.12 if there occurs, except as part of the Realization Plan the effect of which is reflected in Approved NOI Cash Flow and summarized in detailed notes thereto, any: (a) closure of all or any material part of any of the business or operations of any of the NOI Debtors or any suspension of all or a material part of the business or operations of any NOI Debtor and/or (b) any disposition or sale of all or any material part of the business or operations of any of the NOI Debtors;
- 6.5.13 other than the NOI Proceedings, if any action is taken by or against or consented to by any of the Credit Parties to institute proceedings to be liquidated, adjudicated a bankrupt or insolvent or consent to the institution of liquidation, bankruptcy, insolvency or similar proceedings against any of the NOI Debtors, or file a petition (or similar action or proceeding) or consent seeking reorganization, arrangement, or relief from creditors, or take or commence any other steps or proceedings under any one or more of the applicable insolvency, liquidation, bankruptcy or analogous statutes or laws;
- 6.5.14 if any action, claim or proceeding is formally commenced, filed or lodged against any of the NOI Debtors, which is not stayed, and the same gives rise to, or could reasonably be expected to give rise to, indebtedness, liabilities or obligations of \$100,000;
- 6.5.15 if any of the NOI Debtors otherwise sells, transfers or assigns or otherwise disposes of (other than in the ordinary course of business or as contemplated in the Realization Plan) or grants a Lien in any of the Collateral or enters into any agreement to do so other than as specifically contemplated in this Agreement, the Credit Agreement or any of the Loan Documents or with the prior written consent of the Agent and the Lenders;
- 6.5.16 if any creditor or encumbrancer of any of the NOI Debtors takes possession of any of their respective property or assets, or if distress or execution or any similar process is levied or enforced against of the NOI Debtor' property or assets;
- 6.5.17 if any of the Credit Parties contests or denies in any manner the legality, validity, binding nature or enforceability of this Agreement, the Credit Agreement or any of the other Loan Documents or any liabilities and obligations to the Agent and the Lenders under or relating to this Agreement, the Credit Agreement or any of the other Loan Documents;
- 6.5.18 if the Agent and the Lenders determine that a material adverse change in the financial or business condition, or prospects of, any NOI Debtor has occurred or that a material adverse change in the value of the Collateral relative to Obligations has occurred;

- 6.5.19 the entry of an order in the NOI Proceedings confirming a proposal that does not contain a provision for the repayment in full and in cash of all of the Obligations by such proposal's closing date;
- 6.5.20 failure of the Borrower to diligently oppose any party that brings an application or motion for any of the relief set out in Section 6.5.19 above and/or the failure to secure the dismissal of such motion or application within thirty (30) days from the date that such application or motion is brought (provided no affirmative order of the BIA Court is issued on such motion or application during such period);
- 6.5.21 the payment of, or application for authority to pay, any pre NOI Filing Date claim without the consent of the Agent;
- 6.5.22 any NOI Debtor shall bring a motion in the NOI Proceedings: (i) to obtain financing from any Person other than Lenders except with the written consent of the Agent; or (ii) to obtain financing for such NOI Debtor from any Person other than the Lenders or with respect to the existence of any Lien; in each case, which is or which is claimed to be senior to or *pari passu* with the DIP Priority Charge; or (iii) to effect any other action or actions adverse to the Agent or the Lenders or their rights and remedies hereunder or their interest in the Collateral that would, individually or in the aggregate, have a Material Adverse Effect;
- 6.5.23 if the Credit Parties bring any motion, or application, to convert the NOI Proceedings to proceedings under the CCAA by any means, including by seeking an initial order under the CCAA, without the prior written consent of the Agent and the Lenders exercising their sole and unfettered discretion; or
- 6.5.24 if any step is taken or event occurs that would materially prejudice or jeopardize the Agent and the Lenders' priority rights under this Agreement, the Credit Agreement or the other Loan Documents or the Collateral secured by the Loan Documents.

Upon the occurrence of a Terminating Event, the Forbearance Period will automatically terminate without requirement for any notice to any Credit Party or any other action whatsoever by the Agent and the Lenders, subject to Applicable Law (including, if applicable, the BIA).

ARTICLE 7 CONDITIONS PRECEDENT TO THIS AGREEMENT

7.1 **Conditions Precedent**

- 7.1.1 The forbearance and other accommodations granted by the Agent and the Lenders hereunder shall only be granted by the Agent and the Lenders if the following conditions precedent (the "**Conditions Precedent**") have been complied with in a

manner satisfactory to the Agent and the Lenders on or before 5:00 p.m. (EDT) on November 2, 2018 or such other time or date as specified below:

- 7.1.1.1 the Agent and the Lenders have received a duly authorized, executed and delivered PDF copy of this Agreement executed by each of the Credit Parties and each of the Credit Parties undertake to deliver an original executed copy of this Agreement to the Agent and the Lenders as soon as reasonably possible thereafter;
- 7.1.1.2 the Agent and the Lenders have received a duly authorized, executed and delivered PDF copy of the Sales Agent Agreement in form and substance satisfactory to the Agent and the Lenders, acting reasonably;
- 7.1.1.3 the payment of: (i) the Forbearance and DIP Fee owing to the Agent and the Lenders payable under Section 3.3.1, and (ii) all fees, disbursements and taxes of Lender's legal counsel due and owing to Lender's legal counsel at such time pursuant to a delivered invoice; it being acknowledged and agreed by the Credit Parties that, in satisfying this condition precedent, each such amount shall be automatically debited by the Agent and the Lenders from the operating account of the NOI Debtors without any further consent or agreement of the Credit Parties being required in respect thereof;
- 7.1.1.4 the Agent and the Lenders shall have confirmed to the Borrower that the Approved NOI Cash Flow prepared by the NOI Debtors and filed in connection with the NOI Proceedings is satisfactory to the Agent and the Lenders;
- 7.1.1.5 the Agent and the Lenders shall have received copies of all materials to be filed to the date hereof by the Credit Parties in the NOI Proceedings, all supporting materials in respect of such materials, the list of creditors and the Approved NOI Cash Flow and shall be satisfied in its sole discretion with such materials, list, Approved NOI Cash Flow and the relief sought;
- 7.1.1.6 the Charges Order shall be issued and entered by the BIA Court by no later than November 2, 2018, in form and substance acceptable to the Agent and the Agent and the Lenders, and the Charges Order shall, *inter alia*, provide that:
 - 7.1.1.6.1 the Agent and the Lenders shall at all times be treated as an "unaffected creditor" in the NOI Proceedings and in any proposal filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to the NOI Debtors thereafter including, without limitation, proceedings under the CCAA or the BIA and the Agent and the Lenders shall be carved out of any stay in the NOI Proceedings provided

(a) the Agent and the Lenders shall give not less than three (3) Business Days' prior written notice to the Borrower and the Proposal Trustee of its intention to cease making advances or set-off or consolidate any amounts owing by the Agent and the Lenders to the NOI Debtors under this Agreement and the Credit Agreement or any of the other Loan Documents, and during such notice period the Agent and the Lenders shall continue to fund only the payment of employee wages, Priority Payables and, provided there is sufficient availability, such expenditures as are contemplated in the then current Approved NOI Cash Flows and reasonably requested by the Borrower and as agreed to by the Agent and the Lenders acting in their sole and unfettered discretion; and (b) if the Agent and the Lenders intend to enforce any other rights or remedies against the NOI Debtors or their assets, undertakings or properties they shall obtain an order of the Court appointing a receiver over the assets, properties and undertakings of the NOI Debtors on not less than three (3) Business Days' prior notice to the Borrower and the Proposal Trustee;

7.1.1.6.2 except as may be expressly consented to by the Agent and the Lenders, the aggregate of any and all advances of funds by the Agent and the Lenders to the Borrower under this Agreement (and the Credit Agreement) made on or after the time of the NOI Filing Date shall be secured by a BIA Court ordered security and charge in favour of the Agent and the Lenders (the "**DIP Priority Charge**") which security and charge shall rank in priority to every other claim, lien and security interest against each NOI Debtor's property, assets and undertaking, without any need or requirement for any further steps for attachment, perfection, registration or other notice thereof required to be taken by the Agent and the Lenders;

7.1.1.6.3 except as may be expressly consented to by the Agent and the Lenders, at no time on and at any time after the NOI Filing Date shall all or part of any NOI Debtor's property be the subject of a court ordered security or charge in favour of any party (other than the DIP Priority Charge in favour of the Agent and the Lenders) where such security or charge is purported to rank in any manner whatsoever in priority to any claim of the Agent and the Lenders in respect of the Liens under the Security Documents and/or under the DIP Priority Charge; and

- 7.1.1.6.4 the Charges Order shall authorize the NOI Debtors to pay to the Agent and Lenders any and all amounts owing by the NOI Debtors to the Agent and Lenders in respect of the Pre-Petition Obligations in accordance with this Agreement;
- 7.1.1.7 the Charges Order shall not have been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the Agent or the Lenders (as determined by the Agent and the Lenders in their sole and unfettered discretion) without the prior written consent of the Agent and the Lenders (provided in their sole and unfettered discretion);
- 7.1.1.8 the Sales Agent Agreement shall be in form and substance satisfactory to the Agent and the Lenders, acting reasonably;
- 7.1.1.9 there shall be no Liens on any Collateral ranking in priority to or *pari passu* with the DIP Priority Charge other than as permitted by the terms hereof;
- 7.1.1.10 the Agent and the Lenders shall be satisfied in all material respects that the NOI Debtors have complied with, and are continuing to comply with, all Applicable Laws in relation to their property and business, other than as may be permitted under any order of the BIA Court which is in form and substance satisfactory to the Agent and the Lenders, acting reasonably;
- 7.1.1.11 the Agent shall have received
 - (a) any Approved NOI Cash Flows and Cash Flow Variance Reports in accordance with this Agreement, and
 - (b) a Borrowing Base Certificate in respect of the Borrowing Base as at October 26, 2018 signed and delivered by a senior officer of the Borrower accompanied by such supporting detail and documentation as shall be requested by the Agent and the Lenders in their reasonable discretion;
- 7.1.1.12 the Agent and the Lenders shall have been satisfied that all motions, orders and other pleadings and related documents filed or submitted to the BIA Court by the Credit Parties shall be consistent with the terms hereof and all orders of the BIA Court shall not be inconsistent with or have an adverse impact in any material respect on the rights, remedies or interests of the Agent or any Lender, under the terms of this Agreement, the Credit Agreement and the other Loan Documents, unless otherwise agreed to by the Agent and the Lenders;

- 7.1.1.13 each of the Credit Parties shall be in compliance in all material respects with all covenants and obligations contained in this Agreement, the Credit Agreement and the other Loan Documents;
- 7.1.1.14 the Agent and the Lenders shall have received a fully developed realization plan and the estimated and projected impact on the Approved NOI Cash Flow arising therefrom, in form and substance acceptable to the Agent and the Lenders in their sole discretion (the “**Realization Plan**”);
- 7.1.1.15 the Agent and the Lenders shall have received an acknowledgement and confirmation from Fred Benitah and F.B.I. Realty Ltd. in form and substance acceptable to the Agent and the Lenders in their sole discretion; and
- 7.1.1.16 all other documentation reasonably required by the Agent and the Lenders and its solicitors in connection with this Agreement (including, without limitation, such further assurances, resolutions, opinions and additional confirmations or other agreements relating to the Security Documents), all duly authorized, executed and delivered in form and substance satisfactory to the Agent and the Lenders in their sole discretion.

The Conditions Precedent are for the sole benefit of the Agent and the Lenders and may be waived only by the Agent and the Lenders in writing. If the conditions precedent are not complied with to the satisfaction of the Agent and the Lenders by 5:00 p.m. (EDT) on November 2, 2018, or such other date as provided for above, and the Agent and the Lenders will not waive satisfaction thereof at their sole discretion, then the forbearance and other accommodations granted by the Agent and the Lenders hereunder shall be terminated.

Upon satisfaction of the Conditions Precedent, the Agent and the Lenders shall take no further steps during the Forbearance Period to enforce the Security Documents held by the Agent and the Lenders.

ARTICLE 8 GENERAL

8.1 Effect of this Agreement

Except as modified by this Agreement, no other changes or modifications to the Existing Credit Agreement or the other Loan Documents are intended or implied, and in all other respects the Existing Credit Agreement and the other Loan Documents are specifically acknowledged, ratified and confirmed by the Credit Parties. To the extent of conflict between the terms of this Agreement, the Existing Credit Agreement and the other Loan Documents, the terms of this Agreement will govern.

8.2 Costs and Expenses

The NOI Debtors hereby absolutely and unconditionally jointly and severally agree to pay to and fully indemnify the Agent and the Lenders, on demand by the Agent and the Lenders at any time and as often as may be required, whether or not all or any of the transactions contemplated by this Agreement are consummated, all fees and disbursements of the Agent Financial Advisor, all counsel to the Agent and the Lenders, any other financial advisor retained by the Agent and the Lenders, all other consultants to and agents of the Agent and the Lenders and all other expenses incurred by the Agent and the Lenders in connection with this Agreement, the Credit Agreement and the other Loan Documents including without limitation: (a) legal expenses in connection with the preparation, negotiation and interpretation of this Agreement, the other agreements or documents contemplated by this Agreement, the Credit Agreement and the other Loan Documents and the administration of this Agreement, the Credit Agreement and the other Loan Documents generally; (b) all documented expenses of advisors and consultants to and agents of the Agent and the Lenders (including legal expenses on a full indemnity basis) incurred in connection with the protection and enforcement of this Agreement, the Credit Agreement or any of the other Loan Documents or in connection with any proceeding in respect of bankruptcy, insolvency, winding up, receivership, dissolution, reorganization, liquidation, moratorium, arrangement or assignment for the benefit of creditors involving any NOI Debtor; in each of the foregoing events whether under the laws of Canada, Ontario or other applicable jurisdiction, or any local or foreign bankruptcy, insolvency, reorganization, receivership or similar law. Each Credit Party specifically authorizes the Agent and the Lenders to debit from any accounts of any NOI Debtor with the Agent and the Lenders the amount of any such existing and future fees and disbursements, and other expenses and the Agent and the Lenders agree to use commercially reasonable efforts to notify such NOI Debtor of such debit and the amount thereof as soon as practicable thereafter.

8.3 Release

8.3.1 In consideration of this Agreement and for other good and valuable consideration, each Credit Party, on their own behalf and on behalf of their respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases the Agent and the Lenders, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, agents and other representatives, and their successors and assigns (all of which are referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities (individually, a “**Claim**” and collectively, “**Claims**”) known or unknown, both at law or in equity, that such Credit Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the Releasees by reason of any circumstance, action, cause or thing which arises at any time on or prior to the date of this Agreement, including for or on account of, or in relation to, or in any way in connection with (a) this Agreement, the Credit Agreement or any of the other Loan Documents or any

transactions under or related to, this Agreement, the Credit Agreement or any of the other Loan Documents; (b) any and all proposed refinancings of the Borrower by the Agent and the Lenders (past or present), including, without limitation, any and all prior proposed offers of finance (whether consummated or not), term sheets, indicative and non-binding term sheets or negotiations for financing, between the Agent and the Lenders and the Borrower;

8.3.2 each Credit Party understands, acknowledges and agrees that the release set out in Section 8.3.1 may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release; and

8.3.3 each Credit Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of the release set out in Section 8.3.1.

8.4 Survival of Representations and Warranties

All representations and warranties made in this Agreement or any other document delivered in connection with this Agreement will survive the execution and delivery of this Agreement and the other documents and no investigation by the Agent and the Lenders or any closing will affect the representations and warranties or the right of the Agent and the Lenders to rely upon them.

8.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada effective therein.

8.6 Reviewed by Legal Counsel

Each Credit Party represents and warrants to the Agent and the Lenders that it:

8.6.1 understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement;

8.6.2 has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and any documents executed in connection herewith with, such lawyers and other persons as such Credit Party may wish; and

8.6.3 has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person.

The Parties hereto acknowledge and agree that neither this Agreement nor the other documents or instruments executed pursuant hereto will be construed more favourably in favour of one than the other based upon which Party drafted the same, it being acknowledged that all Parties hereto contributed substantially to the negotiation and preparation of this Agreement and the other documents and instruments executed pursuant hereto or in connection herewith.

8.7 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Ontario sitting in Toronto to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that country, or that the subject matter of this Agreement may not be enforced in those courts, and irrevocably agrees not to seek, and hereby waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 8.7, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

8.8 Mutual Waiver of Jury Trial

Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the Parties wish applicable provincial and federal laws to apply (rather than arbitration rules), the Parties desire that their disputes be resolved by a judge applying those Applicable Laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, the Parties waive all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether arising in contract, tort, or otherwise between the Agent and the Lenders and any Credit Party, arising out of, connected with, or related or incidental to, the relationship established between them in connection with this Agreement, the Credit Agreement or any of the other Loan Documents or the transactions related to this Agreement, the Credit Agreement or any of the other Loan Documents.

8.9 Time of Essence

Time is of the essence in all respects of this Agreement.

8.10 Unaffected Creditor Status of the Agent and the Lenders

Each of the Agent and the Lenders shall at all times be treated as an "unaffected creditor" in the NOI Proceedings and in any proposal filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to the NOI Debtors thereafter including, without limitation, proceedings under the *Companies' Creditors Arrangement Act* (Canada). Each of the Credit Parties acknowledges that the Agent and the Lenders have relied to their detriment on this covenant in entering into this Agreement.

8.11 Notices

Any communication or notice must be in writing and delivered in accordance with the Existing Credit Agreement.

8.12 Further Assurances

Each Credit Party will, at its own cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the Agent and the Lenders to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a Party or as may be required from time to time under applicable securities legislation.

8.13 Confirmation of Documents and Terms

Each of the Credit Parties hereby agrees to the terms of this Agreement and confirms to and agrees with the Agent and the Lenders that its liabilities and obligations, and the Liens created under or pursuant to all Security Documents and other documents and instruments executed in connection with the Credit and accommodations provided for or contemplated in the Credit Agreement continue in full force and effect in accordance with their respective terms and that all Security Documents executed by it secures and shall continue to secure the Obligations.

8.14 No Merger or Novation

All Security Documents and other documents and instruments provided to the Agent and the Lenders or otherwise entered into by the Credit Parties prior to the date hereof in connection with the Credit and accommodations provided for or contemplated in the Existing Credit Agreement, there being no novation or merger of the Existing Credit Agreement (as amended pursuant to this Agreement), any of the Security Documents or any of the other Loan Documents, and all Obligations continue under the Existing Credit Agreement (as amended by this Agreement) and

the other Loan Documents as Obligations under the Credit Agreement and such other Loan Documents.

8.15 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

8.16 Assignment and Enurement

No Credit Party will be entitled to assign this Agreement or any right or obligation under this Agreement without the prior consent of the Agent and the Lenders. The Agent and the Lenders may assign this Agreement and any of their rights and obligations under this Agreement without the consent of or notice to any Credit Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

8.17 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

8.17.1 the legality, validity or enforceability of the remaining provisions of this Agreement;
or

8.17.2 the legality, validity or enforceability of that provision in any other jurisdiction.

8.18 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

8.19 Electronic Signatures

Delivery of this Agreement by facsimile or other electronic transmission (including through "pdf" format via email) constitutes valid and effective delivery.

8.20 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Existing Credit Agreement or any other Loan Document, the provisions of this Agreement shall prevail.

8.21 Miscellaneous

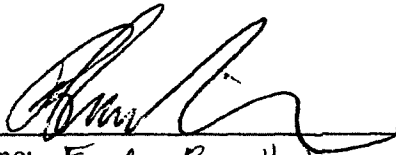
Notwithstanding any provision of this Agreement or the Existing Credit Agreement to the contrary, all amounts deducted in determining the Borrowing Base or availability in respect thereof shall be without duplication.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Each of the Credit Parties has executed and delivered this Agreement effective as of the 15th day of November, 2018.

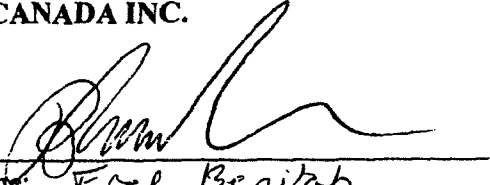
FLUID BRANDS INC.

Per


Name: Fred Benitah
Title: CEO

11041037 CANADA INC.

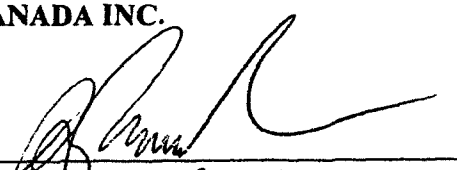
Per



Name: Fred Benitah
Title: CEO

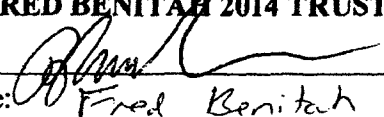
11041045 CANADA INC.

Per



Name: Fred Benilah
Title: CEO

**FRED BENITAH, PAUL BLEIWAS AND
SHELDON DISENHOUSE, AS TRUSTEES
OF FRED BENITAH 2014 TRUST**


Name: Fred Benitah
Title: CEO

I have authority to bind the Trustees, the Trust
and the Trust Property

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and a Lender**

Per _____
Name:
Title:

Per _____
Name:
Title:

**SCHEDULE 1
PRE-PETITION OBLIGATIONS**

	CAD\$	US\$
1 <u>Principal Loan Balance, October 24, 2018</u>	<u>23,131,843.16</u>	<u>158,030.66</u>
2 <u>Interest and fees outstanding</u>		
Interest charged on Prime Loan	Prime + 1.50%	US Base + 1.50%
Current Prime Rate	3.70%	5.75%
Interest and fees paid to:	30-Sep	30-Sep
Days to Calculate interest	24	24
Interest to October 24 – Prime Loan	78,871.01	262.28
Letter of Credit Fees @ 1.50% and 1.00%	21.06	115.36
Wire fees on advances	26.00	-
Unused Line fee	32.81	-
Monthly Collateral Management fee	1,500.00	-
Field Exam Fees	13,975.25	-
Legal fees (approximate)	170,000.00	-
Total Interest, Fees & Cash Collateral	<u>264,426.13</u>	<u>377.64</u>
Total amounts owing to the Agent and the Lenders	<u>\$23,396,269.29</u>	<u>\$158,408.30</u>

*Note LCs have been cash collateralized at 105% and reflected in the loan balances

Calculation of Unused Line Fee

Credit Limit	23,500,000.00		
UL Rate	0.375%		
Days	24		
Days Basis	365		
Average Monthly Loan Balance	<u>23,366,926.88</u>	23,366,926.88	1.3084
Unused line	<u>133,073.12</u>		
ULF	<u>32.81</u>		
	<u>Cad\$ Amounts</u>	<u>US\$ Amounts</u>	
Letter of Credits	<u>19,750.00</u>	<u>137,530.00</u>	
	<u>19,750.00</u>	<u>137,530.00</u>	

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and a Lender**

Per _____
Name:
Title:

Per _____
Name:
Title:

**SCHEDULE 1
PRE-PETITION OBLIGATIONS**

	CAD\$	US\$
1 <u>Principal Loan Balance, October 24, 2018</u>	<u>23,131,843.16</u>	<u>158,030.66</u>
2 <u>Interest and fees outstanding</u>		
Interest charged on Prime Loan	Prime + 1.50%	US Base + 1.50%
Current Prime Rate	3.70%	5.75%
Interest and fees paid to:	30-Sep	30-Sep
Days to Calculate interest	24	24
Interest to October 24 – Prime Loan	78,871.01	262.28
Letter of Credit Fees @ 1.50% and 1.00%	21.06	115.36
Wire fees on advances	26.00	-
Unused Line fee	32.81	-
Monthly Collateral Management fee	1,500.00	-
Field Exam Fees	13,975.25	-
Legal fees (approximate)	170,000.00	-
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Total amounts owing to the Agent and the Lenders	<u>\$23,396,269.29</u>	<u>\$158,408.30</u>

*Note LCs have been cash collateralized at 105% and reflected in the loan balances

Calculation of Unused Line Fee

Credit Limit	23,500,000.00		
U/L Rate	0.075%		
Days	24		
Days Basis	365		
Average Monthly Loan Balance	<u>23,366,926.88</u>	23,366,926.88	1.3084
Unused line	<u>133,073.12</u>		
U/LF	<u>32.81</u>		
	CAD\$ Amounts	USD\$ Amounts	
Letter of Credits	<u>14,750.00</u>	<u>137,530.00</u>	
	<u>19,750.00</u>	<u>137,530.00</u>	

Fluid Brands Inc.	Oct 27	Nov 03	Nov 10	Nov 17	Nov 24	Dec 01	Dec 08	Dec 15	Dec 22	Dec 29	Jan 05	Jan 12	Jan 19	Jan 26	Wind	Total
DIP Forbearance Cash Flow (\$000's)	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Down	
Receipts																
Store Receipts (incl. taxes)	\$1,356	\$1,371	\$3,358	\$5,533	\$6,787	\$7,056	\$5,893	\$4,476	\$4,015	\$3,399	\$1,486	\$107	\$0	\$0	\$0	\$44,837
Fixture Proceeds	-	-	-	-	-	150	-	150	-	-	-	-	-	-	-	300
	1,356	1,371	3,358	5,533	6,787	7,206	5,893	4,626	4,015	3,399	1,486	107	-	-	-	45,137
Disbursements																
Trade Payments (incl. broker)	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46
Payroll	492	469	495	457	457	457	481	465	465	465	465	39	-	-	-	5,208
Vacation Pay (terminated empl.)	-	-	100	-	-	-	-	-	-	200	-	-	354	-	-	654
KEIjp	-	-	-	-	-	100	-	-	-	200	-	-	-	200	-	500
Rent	92	2,082	-	-	-	-	1,687	-	-	-	52	-	-	-	-	3,912
Domestic Freight	10	31	31	57	57	57	57	57	51	51	51	51	4	-	-	539
Utilities	19	28	28	27	27	27	27	27	14	14	14	14	6	-	-	275
Sales Tax	55	78	121	466	602	727	661	504	367	400	227	9	(3)	(3)	(3)	4,176
Credit Card Fees	-	-	115	-	-	-	391	-	-	-	251	-	-	-	3	760
Deposits	-	300	-	-	-	-	-	-	-	-	-	-	-	-	-	300
Other	162	25	137	137	137	137	137	132	132	132	132	6	1	1	2	1,413
Liquidation																
Hilco Fee (1.75%)	-	-	-	81	100	150	108	114	64	69	43	3	-	-	-	732
Supervision	-	-	128	128	128	128	128	128	128	128	128	-	-	-	-	1,155
Advertising	-	-	375	120	70	70	70	70	70	70	70	-	-	-	-	989
Non-Operating																
Interest	-	91	-	-	-	-	65	-	-	-	13	-	-	-	1	169
Professional Fees	-	237	181	119	243	107	57	51	102	45	62	28	28	57	226	1,542
	876	3,341	1,612	1,668	1,822	1,963	3,870	1,649	1,394	1,776	1,608	151	35	608	199	22,371
Net Cash Flow	\$480	(\$1,970)	\$1,747	\$3,865	\$4,965	\$5,243	\$2,023	\$3,077	\$2,621	\$1,624	(\$21)	(\$44)	(\$35)	(\$608)	(\$199)	22,767
Combined Facility																
Opening Bank Loan	23,579	23,099	25,068	23,322	19,456	14,491	9,248	7,226	4,149	1,528	-	-	-	5	613	23,579
Closing Bank Loan	\$23,099	\$25,068	\$23,322	\$19,456	\$14,491	\$9,248	\$7,226	\$4,149	\$1,528	\$0	\$0	\$0	\$5	\$613	\$812	\$812
Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$96	\$75	\$30	\$0	\$0	\$0	\$0
BBC Availability																
BBC Availability (excl. In-Transit)	(\$612)	(\$1,709)	(\$972)	\$702	\$2,679	\$4,370	\$2,632	\$3,160	\$2,920	\$1,410	(\$279)	(\$341)	(\$346)	(\$597)	N/A	N/A
Overadvance (>\$23.5MM)	(\$5,100)	(\$6,388)	(\$5,651)	(\$3,977)	(\$2,000)	(\$308)	(\$1,818)	(\$1,300)	(\$1,530)	(\$3,041)	(\$3,948)	(\$4,010)	(\$4,015)	(\$4,266)	N/A	\$0
Fixed Pre-Petition Loans																
Opening Balance	\$23,099	\$21,727	\$18,369	\$12,836	\$6,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,099
Pay-down	(1,371)	(3,358)	(5,533)	(6,787)	(6,049)	-	-	-	-	-	-	-	-	-	-	(23,099)
Ending Balance	\$21,727	\$18,369	\$12,836	\$6,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revolving Post-Petition Loans																
Opening Balance	\$0	\$3,341	\$4,952	\$6,620	\$8,442	\$9,248	\$8,248	\$7,226	\$4,149	\$1,528	\$0	\$0	\$0	\$5	\$613	\$0
Draw / (Pay-down)	3,341	1,612	1,668	1,822	806	(2,023)	(3,077)	(3,077)	(2,621)	(1,528)	-	-	5	608	199	812
Ending Balance	\$3,341	\$4,952	\$6,620	\$8,442	\$9,248	\$7,226	\$4,149	\$1,528	\$0	\$0	\$0	\$0	\$5	\$613	\$812	\$812

**SCHEDULE 2
APPROVED NOI CASH FLOW**

See Attached.

**SCHEDULE 3
EXISTING SECURITY**

A. Fluid Brands Inc. (the "Borrower") - Security Documents

1. General Security Agreement between the Borrower and the Agent dated as of January 19, 2015;
2. Notice of Intention to Give Section 427 *Bank Act* Security executed by the Borrower in favour of the Agent dated as of January 5, 2018 as received by the Province of Ontario on January 6, 2018;
3. Application for Credit and Promise to Give Security executed by the Borrower in favour of the Agent dated as of January 19, 2015;
4. Special Security in respect of Section 427 *Bank Act* Security executed by the Borrower in favour of the Agent dated as of January 19, 2015;
5. Contract Relative to Special Security executed by the Borrower in favour of the Agent dated as of January 19, 2015;
6. Investment Property Pledge Agreement between the Borrower and the Agent in respect of its shares of each of Bombay and Bowring dated as of January 19, 2015;
7. Stock Power of Attorney executed by the Borrower for its shares in Bombay dated as of January 19, 2015;
8. Stock Power of Attorney executed by the Borrower for its shares in Bowring dated as of January 19, 2015;
9. Original Share Certificates in respect of the preferred shares owned by the Borrower in Bombay - 100 preferred shares (Certificate No. CA-2);
10. Original Share Certificates in respect of the preferred shares owned by the Borrower in Bowring - 100 preferred shares (Certificate No. CA-2);
11. Assignment of Insurance between the Borrower and the Agent dated as of January 19, 2015;

B. Bombay & Co Inc. ("Bombay") - Security Documents

12. Full Recourse Guarantee and Postponement of Claim between Bombay and the Agent dated as of January 19, 2015;
13. General Security Agreement between Bombay and the Agent dated as of January 19, 2015;
14. Deed of Hypothec executed by Bombay in favour of the Agent to secure payment of Debentures dated as of January 6, 2015;

15. Pledge of Debenture between Bombay and the Agent dated as of January 19, 2015;
16. Delivery Order Debenture executed by Bombay in favour of the Agent dated as of January 19, 2015;
17. Debenture executed by Bombay in favour of the Agent dated as of January 19, 2015;
18. Assignment of Insurance between Bombay and the Agent dated as of January 19, 2015;
19. Blocked Account Agreement between CIBC, the Agent and Bombay dated as of January 19, 2015.

Bowring & Co Inc. ("Bowring") – Security Documents

20. Full Recourse Guarantee and Postponement of Claim between Bowring and the Agent dated as of January 19, 2015;
21. General Security Agreement between Bowring and the Agent dated as of January 19, 2015;
22. Deed of Hypothec executed by Bowring in favour of the Agent to secure payment of Debentures dated as of January 6, 2015;
23. Pledge of Debenture between Bowring and the Agent dated as of January 19, 2015;
24. Delivery Order Debenture executed by Bowring in favour of the Agent dated as of January 19, 2015;
25. Debenture executed by Bowring in favour of the Agent dated as of January 19, 2015;
26. Assignment of Insurance between Bowring and the Agent dated as of January 19, 2015;
27. Blocked Account Agreement between CIBC, the Agent and Bowring dated as of January 19, 2015;

Trustees – Security Documents

28. Limited Recourse Guarantee and Postponement of Claim between Fred Benitah, Paul Bleiwas And Sheldon Disenhouse, as Trustees of the Trust Acting for and on Behalf of the Trust, and the Agent dated as of January 19, 2015;
29. Investment Property Pledge Agreement between the Trustees, acting for and on behalf of the Trust, and the Agent, in respect of their shares in each of the Bombay and Bowring dated as of January 19, 2015;
30. Stock Power of Attorney executed by the Trustees, acting for and on behalf of the Trust, for the shares of Bombay dated as of January 19, 2015;
31. Stock Power of Attorney executed by Trustees, acting for and on behalf of the Trust, for the shares of Bowring dated as of January 19, 2015;

32. Original Share Certificates in respect of the non-voting common shares owned by the Trustees, acting for and on behalf of the Trust, in Bombay - 100 non-voting common shares (Certificate No. C-3);
33. Original Share Certificates in respect of the non-voting common shares owned by the Trustees, acting for and on behalf of the Trust, in Bowring - 100 non-voting common shares (Certificate No. C-3);

**SCHEDULE 4
NON-LENDER ACCOUNTS**

Banner	Bank Name	Associated Location	Account#	Account type
Bombay	SCOTIA	Stores	0000515	CAD
	TD	Stores	1284-5228126	CAD
	RBC	Stores	101-241-8	CAD
	BMO	Stores	1037-292	CAD
	National Bank	Stores	467620	CAD
	Canadian Western Bank	Stores	14840425	CAD
Bowring	SCOTIA	Stores	0033014	CAD
	TD	Stores	0690-5295339	CAD
	RBC	Stores	1021492	CAD
	BMO	Stores	1504-160	CAD
	Canadian Western Bank	Stores	8881989	CAD

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SCHEDULE 5
REQUIREMENTS IN RESPECT OF BLOCKED ACCOUNTS

(a) All proceeds received by an NOI Debtor in respect of Accounts or Inventory or other Collateral, and any cheques, cash, credit card sales and receipts, notes or other instruments or property received by an NOI Debtor with respect to any Collateral, shall be held by such NOI Debtor in trust or as mandatary for the Agent and the Lenders, separate from such NOI Debtor's own property and funds, and promptly turned over to the Agent and the Lenders with proper assignments or endorsements by deposit to the Blocked Accounts.

(b) Each NOI Debtor shall, and shall cause each other NOI Debtor to: (i) irrevocably authorize and direct any bank which maintains any NOI Debtor's initial receipt of proceeds of Collateral (including cash, cheques and other items) to promptly wire transfer all available funds to a Blocked Account; and (ii) advise all such banks of the Agent's and the Lenders' security interest in such funds. All amounts received by the Agent and the Lenders in payment of Accounts and Inventory and other Collateral will be credited to a Blocked Account when the Agent and the Lenders are advised by its bank of its receipt of "collected funds" at the Agent's and the Lenders' bank account in Toronto, Ontario on the Business Day of such advise if advised no later than 12:00 noon, Toronto time, or on the next succeeding Business Day if so advised after 12:00 noon, Toronto time. No cheques, drafts or other instrument received by the Agent and the Lenders shall constitute final payment to the Agent and the Lenders unless and until such instruments have actually been collected.

(c) After any Default or Event of Default and upon the request of the Agent and the Lenders, each NOI Debtor shall, and shall cause each other NOI Debtor to: (i) indicate on all of its invoices that funds should be delivered to and deposited in a lock box or a Blocked Account, as applicable; and (ii) direct all of its account debtors to deposit any and all proceeds of Collateral into the lock boxes or the Blocked Accounts, as applicable.

(d) Each NOI Debtor shall, and shall cause each other NOI Debtor to, establish and maintain, in its own respective name and at its expense, deposit accounts and lock boxes with such banks as are acceptable to the Agent and the Lenders (the "**Blocked Accounts**") into which the Borrower shall promptly cause to be deposited: (i) all proceeds of Collateral received by any NOI Debtor, including all amounts payable to any NOI Debtor from credit card issuers and credit card processors, and (ii) all amounts on deposit in deposit accounts used by any NOI Debtor at each of its locations, all as further provided in subsection (b) above. The banks at which the Blocked Accounts are established and the applicable NOI Debtors shall enter into three-party agreements, in form and substance satisfactory to the Agent (the "**Blocked Account Agreements**"), providing that, among other things, all cash, cheques and items received or deposited in the Blocked Accounts are subject to Liens in favour of the Agent and the Lenders, that the depository bank has no Lien upon, or right of set off against, the Blocked Accounts and any cash, cheques, items, wires or other funds from time to time on deposit therein, except as otherwise provided in the Blocked Account Agreements, and that on a daily basis the depository bank will wire, or otherwise transfer, in immediately available funds, all funds received or deposited into the Blocked Accounts to such bank account as the Agent and the Lenders may

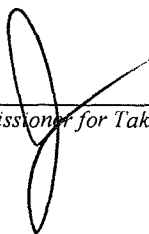
from time to time designate for such purpose. Each Credit Party hereby confirms and agrees that all amounts deposited in such Blocked Accounts and any other funds received and collected by the Agent and the Lenders, whether as proceeds of Accounts, or Inventory or other Collateral, shall be subject to the Liens in favour of the Agent and the Lenders.

**SCHEDULE 6
BANK ACCOUNTS**

Banner	Bank Name	Associated Location	Account#	Account type
Bombay	CIBC	Head Office	91-30012	CAD
	CIBC	Head Office	05-77316	USD
	CIBC	Head Office	77-75415	CAD Blocked
	CIBC (bank advance)	Head Office	Loan:1245A1	CAD
	CIBC (bank advance)	Head Office	Loan:1245B1	USD
	SCOTIA	Stores	0000515	CAD
	TD	Stores	1284-5228126	CAD
	RBC	Stores	101-241-8	CAD
	BMO	Stores	1037-292	CAD
	National Bank	stores	467620	CAD
	Canadian Western Bank	Stores	14840425	CAD
Bowring	CIBC	Head Office	87-41417	CAD
	CIBC	Head Office	05-36415	USD
	CIBC	Head Office	77-77019	CAD Blocked
	CIBC (bank advance)	Head Office	Loan:1245A2	CAD
	CIBC (bank advance)	Head Office	Loan:1245B2	USD
	SCOTIA	Stores	0033014	CAD
	TD	Stores	0690-5295339	CAD
	RBC	Stores	1021492	CAD
	BMO	Stores	1504-160	CAD
	Canadian Western Bank	Stores	8881989	CAD
Borrower	CIBC	Head Office	8051712	CAD
	CIBC	Head Office	0575518	USD

TAB E

This is Exhibit "E" referred to in the Affidavit of Fred Benitah
sworn December 11, 2018



Commissioner for Taking Affidavits (or as may be)

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 6
Page(s): 12

SEARCH : Business Debtor : FLUID BRANDS INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 6
Page(s): 12

SEARCH : Business Debtor : FLUID BRANDS INC.

FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 12
SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 693205713 EXPIRY DATE : 16JAN 2020 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20140116 1703 1462 0189 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: THE B&C GROUP INC. OCN :

04 ADDRESS : 98 ORFUS RD
CITY : TORONTO PROV: ON POSTAL CODE: M6A1L9
05 IND DOB : IND NAME:
06 BUS NAME: B&C DISTRIBUTION CENTRE OCN :

07 ADDRESS : 3389 STEELES AVE E
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T5W4

08 SECURED PARTY/LIEN CLAIMANT :
XEROX CANADA LTD
09 ADDRESS : 33 BLOOR ST. E. 3RD FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M4W3H1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE X X MODEL V.I.N. X

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13 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: PPSA CANADA INC. - (3992)
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

FAMILY : 1 OF 6 ENQUIRY PAGE : 2 OF 12
 SEARCH : BD : FLUID BRANDS INC.

FILE NUMBER 693205713
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 01 OF 001 MV SCHED: 20150306 1403 1462 6907
 21 REFERENCE FILE NUMBER : 693205713
 22 AMEND PAGE: NO PAGE: CHANGE: E TRNSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: THE B&C GROUP INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: FLUID BRANDS INC.

OCN:
 04/07 ADDRESS: 98 ORFUS RD.
 CITY: TORONTO PROV: ON POSTAL CODE: M6A1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : XEROX CANADA LTD
 17 ADDRESS : 33 BLOOR ST. E. 3RD FLOOR
 CITY : TORONTO PROV : ON POSTAL CODE : M4W3H1

FAMILY : 2 OF 6 ENQUIRY PAGE : 3 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 700724043 EXPIRY DATE : 16OCT 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20141016 0954 1862 2994 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: FLUID BRANDS INC.

OCN :
 04 ADDRESS : 16 RENAISSANCE COURT
 CITY : THORNHILL PROV: ON POSTAL CODE: L4J 7W4
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
 09 ADDRESS : COMMERCE COURT WEST, 199 BAY STREET, 4TH
 CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
 17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
 CITY : TORONTO PROV: ON POSTAL CODE: M5X 1G5

FAMILY : 2 OF 6
SEARCH : BD : FLUID BRANDS INC.

ENQUIRY PAGE : 4 OF 12

00 FILE NUMBER : 700724043 EXPIRY DATE : 16OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20141016 0954 1862 2994 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:

04 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : FLOOR
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.

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12 GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 6 ENQUIRY PAGE : 5 OF 12
 SEARCH : BD : FLUID BRANDS INC.

FILE NUMBER 700724043
 REGISTRATION NUM 20141230 1452 1862 8360 REG TYPE
 01 CAUTION : PAGE TOT 001 OF 001 MV SCHED: 20141230 1452 1862 8360
 21 REFERENCE FILE NUMBER : 700724043
 22 AMEND PAGE: 1 NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: FLUID BRANDS INC.

25 OTHER CHANGE:
 26 REASON: TO CHANGE THE ADDRESS OF THE DEBTOR.
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: FLUID BRANDS INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KC)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 3 OF 6 ENQUIRY PAGE : 6 OF 12
SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 702786078 EXPIRY DATE : 06JAN 2020 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20150106 1441 1590 7237 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: FLUID BRANDS INC.

OCN :
04 ADDRESS : 98 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 111 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1M4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
17 ADDRESS : 1500 - 151 YONGE STREET
CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 4 OF 6 ENQUIRY PAGE : 7 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 702794907 EXPIRY DATE : 06JAN 2020 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20150106 1618 1590 7256 REG TYP: P PPSA REG PERIOD: 5

02 IND DOB : IND NAME:
 03 BUS NAME: FLUID BRANDS INC.

04 ADDRESS : 98 ORFUS ROAD OCN :
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9

05 IND DOB : IND NAME:
 06 BUS NAME:

07 ADDRESS : OCN :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 F.B.I. INC.

09 ADDRESS : 98 ORFUS ROAD PROV: ON POSTAL CODE: M6A 1L9
 CITY : TORONTO MV DATE OF OR NO FIXED
 CONS. AMOUNT MATURITY MAT DATE
 10 GOODS INVTRY. EQUIP ACCTS OTHER INCL
 X X X X X
 YEAR MAKE MODEL V.I.N.

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 12
 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)

17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 5 OF 6 ENQUIRY PAGE : 8 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 716640399 EXPIRY DATE : 13MAY 2026 STATUS :
 01 CAUTION FILING : X PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20160513 1033 8077 7362 REG TYP: P PPSA REG PERIOD: 10

02 IND DOB : IND NAME:

03 BUS NAME: FLUID BRANDS INC

OCN :

04 ADDRESS : 98 ORFUS ROAD

CITY : TORONTO

PROV: ON

POSTAL CODE: M6A1L9

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY

09 ADDRESS : 5150 SPECTRUM WAY

CITY : MISSISSAUGA

PROV: ON

POSTAL CODE: L4W 5G1

CONS.

MV

DATE OF OR NO FIXED

GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10 X	X	X	X	X				X

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V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO

PROV: ON

POSTAL CODE: M8Z 1T5

FAMILY : 5 OF 6 ENQUIRY PAGE : 9 OF 12
SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 716640399 EXPIRY DATE : 13MAY 2026 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20160513 1033 8077 7362 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:

04 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA

09 ADDRESS : 5150 SPECTRUM WAY
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 5G1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.

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12
GENERAL COLLATERAL DESCRIPTION

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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 6 OF 6 ENQUIRY PAGE : 10 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 719477838 EXPIRY DATE : 10AUG 2020 STATUS :
 01 CAUTION FILING : X PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20160810 1440 6083 4863 REG TYP: P PPSA REG PERIOD: 4
 02 IND DOB : IND NAME:
 03 BUS NAME: FLUID BRANDS INC

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

09 ADDRESS : 200 CONNELL DRIVE
 CITY : BERKELEY HEIGHTS PROV: NJ POSTAL CODE: 07922
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X 96465 10AUG2020
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ALL EQUIPMENT AND SOFTWARE NOW OR HEREAFTER ACQUIRED, WHICH SECURED
 14 PARTY HAS LEASED TO OR FINANCED FOR DEBTOR, INCLUDING, BUT NOT
 15 LIMITED TO, COMPUTER, PRINTING, IMAGING, COPYING, SCANNING,
 16 AGENT: ESC CORPORATE SERVICES LTD. (CSC) CH
 17 ADDRESS : 445 KING STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

FAMILY : 6 OF 6 ENQUIRY PAGE : 11 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 719477838 EXPIRY DATE : 10AUG 2020 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20160810 1440 6083 4863 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF

OR NO FIXED

10

GOODS INVTRY. EQUIP ACCTS OTHER INCL

AMOUNT

MATURITY

MAT DATE

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 PROJECTION AND STORAGE EQUIPMENT, ANY AND ALL RELATED PERIPHERALS,

14 ATTACHMENTS, ACCESSIONS, ADDITIONS, GENERAL INTANGIBLES,

15 SUBSTITUTIONS, SUPPLIES, REPLACEMENTS, AND ANY RIGHT, TITLE OR

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 6 OF 6 ENQUIRY PAGE : 12 OF 12
 SEARCH : BD : FLUID BRANDS INC.

00 FILE NUMBER : 719477838 EXPIRY DATE : 10AUG 2020 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20160810 1440 6083 4863 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF

OR NO FIXED

10

GOODS INVTRY. EQUIP

ACCTS

OTHER

INCL

AMOUNT

MATURITY

MAT DATE

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 INTEREST IN ANY LICENSE FOR ANY SOFTWARE USED TO OPERATE OR

14 OTHERWISE INSTALLED IN ANY OF THE FOREGOING, AND PRODUCTS AND

15 PROCEEDS OF ALL OF THE FOREGOING (INCLUDING INSURANCE PROCEEDS).

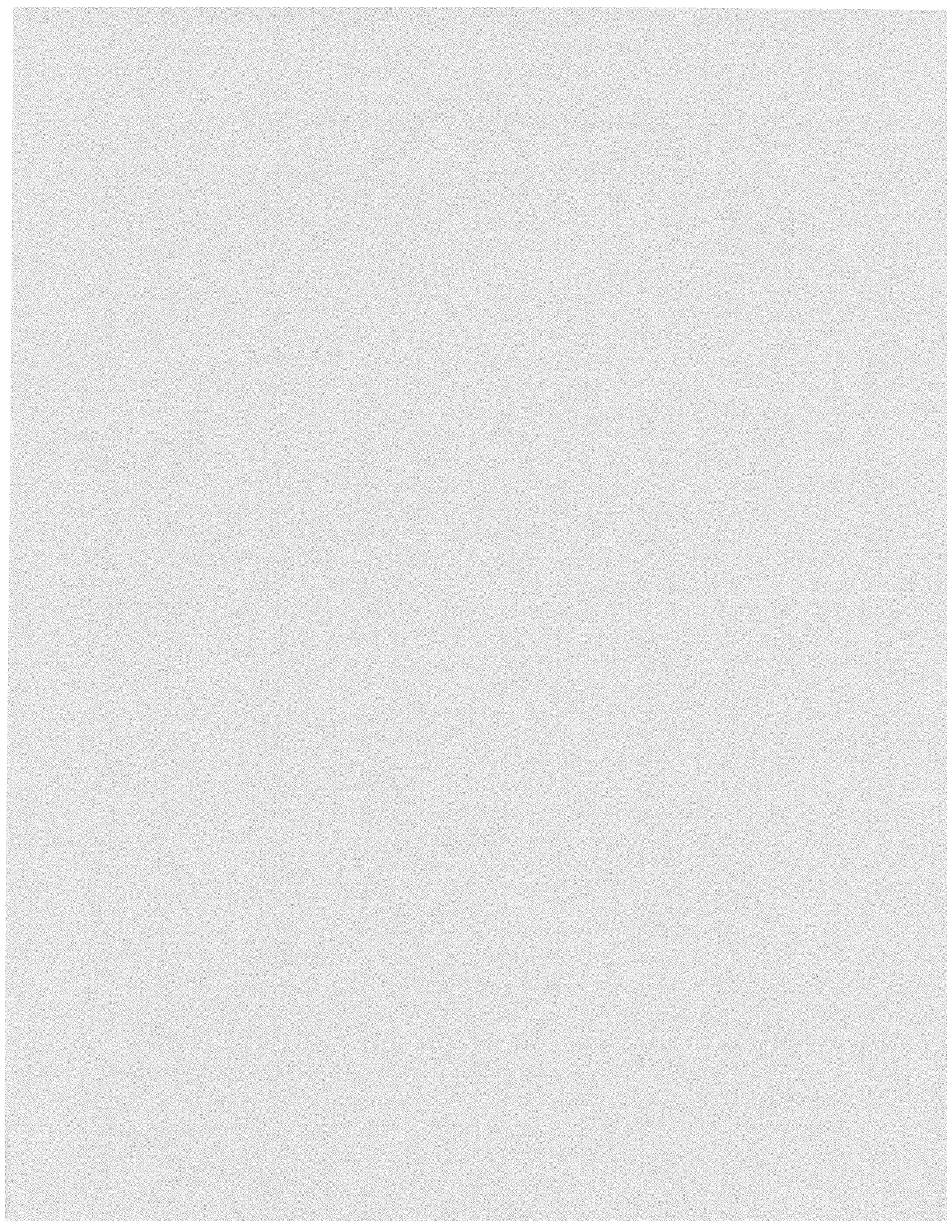
16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 5
Page(s): 23

SEARCH : Business Debtor : 11041037 CANADA INC.

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 5
Page(s): 23

SEARCH : Business Debtor : 11041037 CANADA INC.

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 23
SEARCH : BD : 11041037 CANADA INC.

00 FILE NUMBER : 642281967 EXPIRY DATE : 25JAN 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20080125 1150 1862 3566 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2151456 ONTARIO INC.

OCN :

04 ADDRESS : 98 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 595 BAY STREET, 5TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOWLING LAFLEUR HENDERSON LLP (LBN)

17 ADDRESS : 100 KING STREET WEST, SUITE 1600
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1G5

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 642281967
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20080213 1523 1862 4848
 21 REFERENCE FILE NUMBER : 642281967
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2151456 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: TO AMEND THE DEBTOR'S NAME ON LINE 3 OF REGISTRATION NUMBER 20080125
 27 /DESCR: 1150 1862 3566 FROM 2151456 ONTARIO INC. TO BOMBAY & CO. INC.
 28 : PURSUANT TO ARTICLES OF AMENDMENT DATED FEBRUARY 13, 2008.
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (LBN)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 1 OF 5
 SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 3 OF 23

FILE NUMBER 642281967
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 01 OF 001 MV SCHED: 20121120 1452 1530 2479
 21 REFERENCE FILE NUMBER : 642281967
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 1 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 4 OF 23

FILE NUMBER 642281967
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20150121 1449 1862 9642
21 REFERENCE FILE NUMBER : 642281967
22 AMEND PAGE: NO PAGE: X CHANGE: E TRANSFER REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: 2383029 ONTARIO INC.

OCN:

04/07 ADDRESS: 98 ORFUS ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 1 OF 5
 SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 5 OF 23

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
 001 OF 001 MV SCHED: 20150129 1600 1862 0267
 FILE NUMBER 642281967
 21 REFERENCE FILE NUMBER : 642281967
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9642 HAS CHANGED ITS NAME TO BOMBAY & CO. INC. PURSUANT TO
 28 : ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

04/07 ADDRESS: 98 ORFUS ROAD OCN:
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 1 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 6 OF 23

FILE NUMBER 642281967

01 CAUTION : PAGE 01 OF 001 TOT MV SCHED: 20171030 1432 1530 9273 REGISTRATION NUM REG TYPE
21 REFERENCE FILE NUMBER : 642281967
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 1 OF 5 ENQUIRY PAGE : 7 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 642281967
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20181023 1514 1862 4905
 21 REFERENCE FILE NUMBER : 642281967
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20080125 1150
 27 /DESCR: 1862 3566 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 11041037 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 2 OF 5 ENQUIRY PAGE : 8 OF 23
 SEARCH : BD : 11041037 CANADA INC.

00 FILE NUMBER : 693252117 EXPIRY DATE : 20JAN 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20140120 1404 1590 5064 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: BOMBAY & CO. INC.

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 98 ORFUS ROAD PROV: ON POSTAL CODE: M6A 1L9
 CITY : TORONTO MV DATE OF OR NO FIXED
 CONS. MATURITY MAT DATE
 10 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT
 X X X X X
 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
 17 ADDRESS : BAY ADELAIDE CENTRE, BOX 20
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2T6

FAMILY : 2 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 9 OF 23

FILE NUMBER 693252117

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
001 OF 1 MV SCHED: 20140624 1516 1590 4920
21 REFERENCE FILE NUMBER : 693252117
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
26 REASON: TO AMEND THE ADDRESS OF THE SECURED PARTY
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 111 ORFUS ROAD
CITY : TORONTO PROV : ON POSTAL CODE : M6A 1M4
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)

17 ADDRESS : BAY ADELAIDE CENTRE, BOX 20
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2T6

FAMILY : 2 OF 5
 SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 10 OF 23

FILE NUMBER 693252117
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150130 1528 1590 8894
 001 OF 1 MV SCHED:
 21 REFERENCE FILE NUMBER : 693252117
 22 AMEND PAGE: NO PAGE: CHANGE: E TRANSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 2383029 ONTARIO INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 2 OF 5 ENQUIRY PAGE : 11 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 693252117
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 001 OF 1 MV SCHED: 20150130 1604 1590 8919
 21 REFERENCE FILE NUMBER : 693252117
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
 27 /DESCR:

28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

04/07 ADDRESS: 98 ORFUS ROAD OCN:
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 2 OF 5 ENQUIRY PAGE : 12 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 693252117
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20181019 1120 1862 4657
 21 REFERENCE FILE NUMBER : 693252117
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON: TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS
 27 /DESCR:

28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 11041037 CANADA INC.

OCN:
 04/07 ADDRESS: 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220
 CITY: MONTREAL PROV: PQ POSTAL CODE: H3B 1X9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (O. TARDIF)
 17 ADDRESS : 22 ADELAIDE STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

FAMILY : 3 OF 5
 SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 13 OF 23

00 FILE NUMBER : 700738803 EXPIRY DATE : 16OCT 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20141016 1450 1862 3052 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2383029 ONTARIO INC.

OCN :

04 ADDRESS : 333 BAY STREET, SUITE # 400
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2R2
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT

09 ADDRESS : COMMERCE COURT WEST, 199 BAY STREET, 4TH

CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2

CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

	GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10	X	X	X	X	X	X			
	YEAR MAKE				MODEL			V.I.N.	

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)

17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W

CITY : TORONTO PROV: ON POSTAL CODE: M5X 1G5

FAMILY : 3 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 14 OF 23

00 FILE NUMBER : 700738803 EXPIRY DATE : 16OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20141016 1450 1862 3052 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:

04 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : FLOOR
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 3 OF 5 ENQUIRY PAGE : 15 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 700738803
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 001 OF 001 MV SCHED: 20141230 1452 1862 8361
 21 REFERENCE FILE NUMBER : 700738803
 22 AMEND PAGE: 1 NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: TO CHANGE THE ADDRESS OF THE DEBTOR.
 27 /DESCR:

28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 2383029 ONTARIO INC.

04/07 ADDRESS: 98 ORFUS ROAD OCN:
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KC)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 3 OF 5 ENQUIRY PAGE : 16 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 700738803
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150129 1601 1862 0268
 21 REFERENCE FILE NUMBER : 700738803
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20141016
 27 /DESCR: 1450 1862 3052 HAS CHANGED ITS NAME TO BOMBAY & CO. INC. PURSUANT TO
 28 : ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEEE:
 03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CHRISTINE L. MARCHETTI)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 3 OF 5 ENQUIRY PAGE : 17 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 700738803
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20181023 1514 1862 4906
 21 REFERENCE FILE NUMBER : 700738803
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20141016 1450
 27 /DESCR: 1862 3052 HAS BEEN AMENDED.

28 :
 02/05 IND/TRANSFEEE:
 03/06 BUS NAME/TRFEE: 11041037 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 4 OF 5 ENQUIRY PAGE : 18 OF 23
 SEARCH : BD : 11041037 CANADA INC.

00 FILE NUMBER : 702786069 EXPIRY DATE : 06JAN 2020 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20150106 1439 1590 7236 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2383029 ONTARIO INC.

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 111 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1M4
 CONS. MV DATE OF OR NO FIXED
 10 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 4 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 19 OF 23

FILE NUMBER 702786069
REGISTRATION NUM REG TYPE
01 CAUTION : PAGE TOT 001 OF 1 MV SCHED: 20150130 1526 1590 8890
21 REFERENCE FILE NUMBER : 702786069
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

04/07 ADDRESS: 98 ORFUS ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
17 ADDRESS : 1500 - 151 YONGE STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 4 OF 5
SEARCH : BD : 11041037 CANADA INC.

ENQUIRY PAGE : 20 OF 23

FILE NUMBER 702786069

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
001 OF 001 MV SCHED: 20181019 1120 1862 4658
21 REFERENCE FILE NUMBER : 702786069
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
26 REASON: TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: 11041037 CANADA INC.

OCN:

04/07 ADDRESS: 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220
CITY: MONTREAL PROV: PQ POSTAL CODE: H3B 1X9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (O. TARDIF)
17 ADDRESS : 22 ADELAIDE STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

FAMILY : 5 OF 5 ENQUIRY PAGE : 21 OF 23
 SEARCH : BD : 11041037 CANADA INC.

00 FILE NUMBER : 702794898 EXPIRY DATE : 06JAN 2020 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20150106 1617 1590 7255 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2383029 ONTARIO INC.

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 F.B.I. INC.

09 ADDRESS : 98 ORFUS ROAD PROV: ON POSTAL CODE: M6A 1L9
 CITY : TORONTO MV DATE OF OR NO FIXED
 CONS. AMOUNT MATURITY MAT DATE
 GOODS INVTRY. EQUIP ACCTS OTHER INCL
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 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)

17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 5 OF 5 ENQUIRY PAGE : 22 OF 23
SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 702794898
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20150130 1528 1590 8893
21 REFERENCE FILE NUMBER : 702794898
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 2383029 ONTARIO INC.

25 OTHER CHANGE:
26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BOMBAY & CO. INC.

OCN:
04/07 ADDRESS: 98 ORFUS ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
17 ADDRESS : 1500 - 151 YONGE STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 5 OF 5 ENQUIRY PAGE : 23 OF 23
 SEARCH : BD : 11041037 CANADA INC.

FILE NUMBER 702794898
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20181024 1502 1590 1487
 001 OF 1 MV SCHED:
 21 REFERENCE FILE NUMBER : 702794898
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOMBAY & CO. INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF
 27 /DESCR: ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.

28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 11041037 CANADA INC.

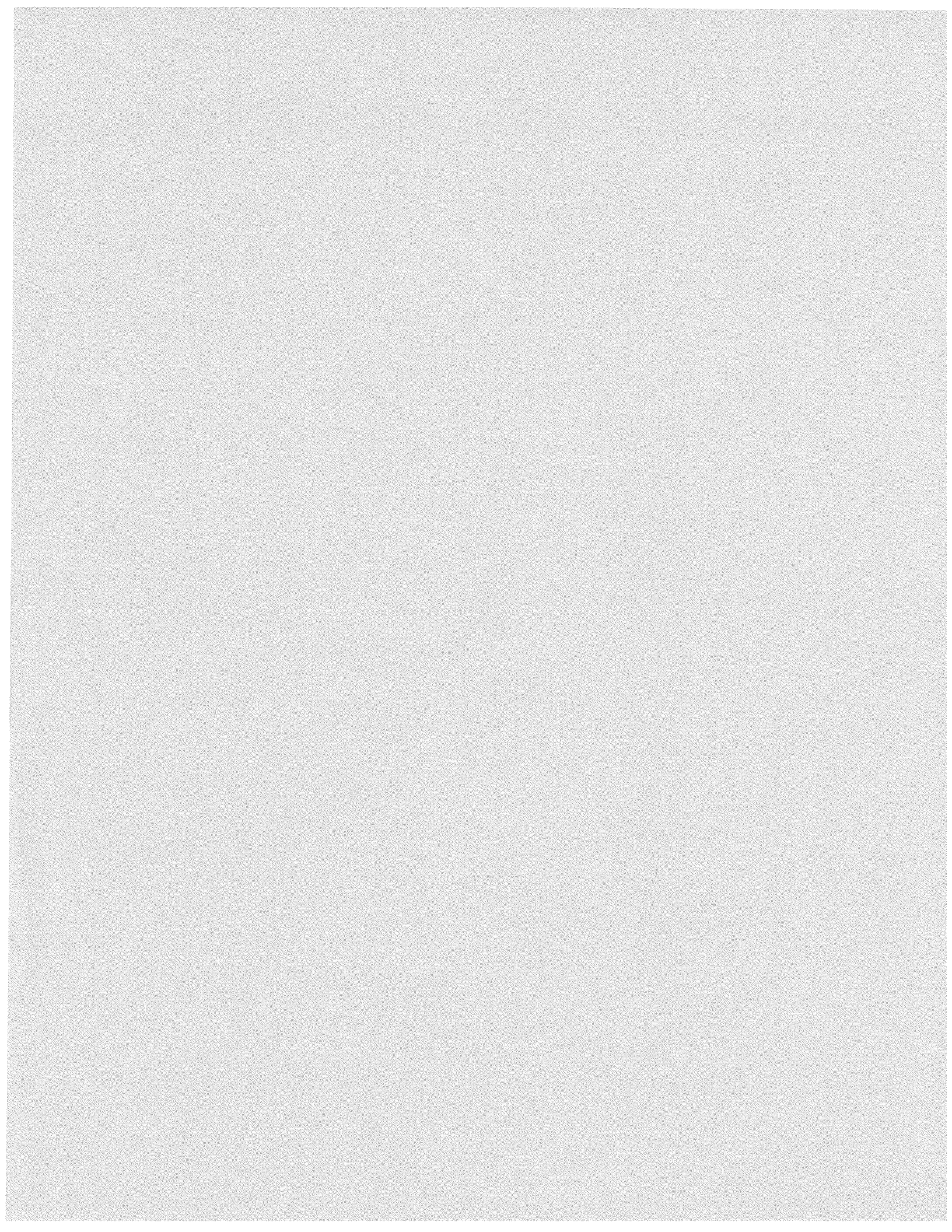
OCN:
 04/07 ADDRESS: 800, RENE-LEVESQUE BLVD. W., SUITE 2220
 CITY: MONTREAL PROV: QC POSTAL CODE: H3B 1X9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLY/J. ROBSON)
 17 ADDRESS : 1500-151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 8
Page(s): 39

SEARCH : Business Debtor : 11041045 CANADA INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 10/30/2018
File Currency Date: 10/29/2018
Family(ies): 8
Page(s): 39

SEARCH : Business Debtor : 11041045 CANADA INC.

FAMILY : 1 OF 8 ENQUIRY PAGE : 1 OF 39
SEARCH : BD : 11041045 CANADA INC.

00 FILE NUMBER : 627782787 EXPIRY DATE : 08AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20060808 1547 1590 0301 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BOWRING & CO. INC.

OCN :
04 ADDRESS : 98 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 595 BAY STREET, 5TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2
CONS. MV DATE OF OR NO FIXED
10 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOODMAN AND CARR LLP (ATTENTION - JAMES HOFFNER - 0601691)
17 ADDRESS : 200 KING STREET WEST, SUITE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3W5

FAMILY : 1 OF 8
 SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 2 OF 39

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
 01 OF 001 MV SCHED: 20110615 1051 1529 2256
 21 REFERENCE FILE NUMBER : 627782787
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. LTD

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 1 OF 8
SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 3 OF 39

FILE NUMBER 627782787

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	001 OF 001	MV SCHED:	20150121 1449 1862 9644	
21 REFERENCE FILE NUMBER :	627782787			
22 AMEND PAGE:	NO PAGE: X	CHANGE: E	TRANSFER REN YEARS:	CORR PER:
23 REFERENCE DEBTOR/	IND NAME:			
24 TRANSFEROR:	BUS NAME: BOWRING & CO. INC.			

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:

04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :	CITY :	PROV :	POSTAL CODE :	
CONS.		MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
 17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 1 OF 8 ENQUIRY PAGE : 4 OF 39
 SEARCH : BD : 11041045 CANADA INC.

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
 001 OF 001 MV SCHED: 20150129 1600 1862 0264
 21 REFERENCE FILE NUMBER : 627782787
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9644 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

04/07 ADDRESS: 98 ORFUS ROAD OCN:
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 1 OF 8 ENQUIRY PAGE : 5 OF 39
SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782787
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20160526 1441 1530 3065
21 REFERENCE FILE NUMBER : 627782787
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 1 OF 8 ENQUIRY PAGE : 6 OF 39
SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782787
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20181023 1514 1862 4908
21 REFERENCE FILE NUMBER : 627782787
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20060808 1547
27 /DESCR: 1590 0301 HAS BEEN AMENDED.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
04/07 ADDRESS: 98 ORFUS ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
17 ADDRESS : SUITE 1600, 100 KING STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 2 OF 8 ENQUIRY PAGE : 7 OF 39
SEARCH : BD : 11041045 CANADA INC.

00 FILE NUMBER : 627782805 EXPIRY DATE : 08AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20060808 1548 1590 0302 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BENIX & CO. INC.

OCN :
04 ADDRESS : 98 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS : 595 BAY STREET, 5TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOODMAN AND CARR LLP (ATTENTION - JAMES HOFFNER - 0601691)
17 ADDRESS : 200 KING STREET WEST, SUITE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3W5

FAMILY : 2 OF 8 ENQUIRY PAGE : 8 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782805
 REGISTRATION NUM REG TYPE
 PAGE TOT
 01 CAUTION : 01 OF 001 MV SCHED: 20110615 1051 1529 2257
 21 REFERENCE FILE NUMBER : 627782805
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 2 OF 8 ENQUIRY PAGE : 9 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782805
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150121 1449 1862 9643
 21 REFERENCE FILE NUMBER : 627782805
 22 AMEND PAGE: NO PAGE: X CHANGE: E TRANSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
 11
 12
 13
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 15

16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
 17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 2 OF 8 ENQUIRY PAGE : 10 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782805
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 001 OF 001 MV SCHED: 20150129 1600 1862 0263
 21 REFERENCE FILE NUMBER : 627782805
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9643 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 2 OF 8 ENQUIRY PAGE : 11 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782805
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20160526 1441 1530 3066
 21 REFERENCE FILE NUMBER : 627782805
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 2 OF 8 ENQUIRY PAGE : 12 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 627782805
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181024 1036 1862 4948
 21 REFERENCE FILE NUMBER : 627782805
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20060808 1548
 27 /DESCR: 1590 0302 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEEE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
 11
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 13
 14
 15

16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 3 OF 8 ENQUIRY PAGE : 13 OF 39
 SEARCH : BD : 11041045 CANADA INC.

00 FILE NUMBER : 693252126 EXPIRY DATE : 20JAN 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20140120 1405 1590 5065 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : , IND NAME:
 03 BUS NAME: BOWRING & CO. INC.

04 ADDRESS : 98 ORFUS ROAD OCN :
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

07 ADDRESS : OCN :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)

17 ADDRESS : BAY ADELAIDE CENTRE, BOX 20
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2T6

FAMILY : 3 OF 8 ENQUIRY PAGE : 14 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252126
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20140624 1516 1590 4921
 21 REFERENCE FILE NUMBER : 693252126
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: TO AMEND THE ADDRESS OF THE SECURED PARTY
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 ISAAC BENNET SALES AGENCIES INC.
 09 ADDRESS : 111 ORFUS ROAD
 CITY : TORONTO PROV : ON POSTAL CODE : M6A 1M4
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
 17 ADDRESS : BAY ADELAIDE CENTRE, BOX 20
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 2T6

FAMILY : 3 OF 8
 SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 15 OF 39

FILE NUMBER 693252126
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 001 OF 1 MV SCHED: 20150130 1529 1590 8895
 21 REFERENCE FILE NUMBER : 693252126
 22 AMEND PAGE: NO PAGE: CHANGE: E TRANSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:

04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 3 OF 8 ENQUIRY PAGE : 16 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252126
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20150130 1603 1590 8917
 21 REFERENCE FILE NUMBER : 693252126
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 3 OF 8 ENQUIRY PAGE : 17 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252126
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20181019 1120 1862 4659
 21 REFERENCE FILE NUMBER : 693252126
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220
 CITY: MONTREAL PROV: PQ POSTAL CODE: H3B 1X9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (O. TARDIF)
 17 ADDRESS : 22 ADELAIDE STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

FAMILY : 4 OF 8 ENQUIRY PAGE : 18 OF 39
 SEARCH : BD : 11041045 CANADA INC.

00 FILE NUMBER : 693252144 EXPIRY DATE : 20JAN 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20140120 1405 1590 5066 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: BOWRING & CO. INC.

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 F.B.I. INC.

09 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)

17 ADDRESS : BAY ADELAIDE CENTRE, BOX 20
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2T6

FAMILY : 4 OF 8 ENQUIRY PAGE : 19 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252144
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150130 1529 1590 8896
 001 OF 1 MV SCHED:
 21 REFERENCE FILE NUMBER : 693252144
 22 AMEND PAGE: NO PAGE: CHANGE: E TRANSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
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 14
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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 4 OF 8 ENQUIRY PAGE : 20 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252144
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150130 1603 1590 8918
 21 REFERENCE FILE NUMBER : 693252144
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
 11
 12
 13
 14
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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 4 OF 8 ENQUIRY PAGE : 21 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 693252144
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20181024 1502 1590 1486
 21 REFERENCE FILE NUMBER : 693252144
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF
 27 /DESCR: ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 800, RENE-LEVESQUE BLVD. W., SUITE 2220
 CITY: MONTREAL PROV: QC POSTAL CODE: H3B 1X9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLY/J. ROBSON)
 17 ADDRESS : 1500-151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 5 OF 8
 SEARCH : BD : 11041045 CANADA INC. ENQUIRY PAGE : 22 OF 39

00 FILE NUMBER : 700738794 EXPIRY DATE : 16OCT 2019 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20141016 1450 1862 3051 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2437533 ONTARIO INC.

04 ADDRESS : 98 ORFUS ROAD OCN :
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME: OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
 09 ADDRESS : COMMERCE COURT WEST, 199 BAY STREET, 4TH
 CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
 17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
 CITY : TORONTO PROV: ON POSTAL CODE: M5X 1G5

FAMILY : 5 OF 8
 SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 23 OF 39

00 FILE NUMBER : 700738794 EXPIRY DATE : 16OCT 2019 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20141016 1450 1862 3051 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : FLOOR
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11
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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 5 OF 8 ENQUIRY PAGE : 24 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 700738794
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150129 1600 1862 0266
 21 REFERENCE FILE NUMBER : 700738794
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20141016
 27 /DESCR: 1450 1862 3051 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEEE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CHRISTINE L. MARCHETTI)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 5 OF 8 ENQUIRY PAGE : 25 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 700738794
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181023 1514 1862 4907
 21 REFERENCE FILE NUMBER : 700738794
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20141016 1450
 27 /DESCR: 1862 3051 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 6 OF 8 ENQUIRY PAGE : 26 OF 39
 SEARCH : BD : 11041045 CANADA INC.

00 FILE NUMBER : 702786051 EXPIRY DATE : 06JAN 2020 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20150106 1438 1590 7235 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2437533 ONTARIO INC.

OCN :
 04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS : 111 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1M4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 6 OF 8 ENQUIRY PAGE : 27 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 702786051
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20150130 1526 1590 8891
 21 REFERENCE FILE NUMBER : 702786051
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
 17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 6 OF 8 ENQUIRY PAGE : 28 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 702786051
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181019 1121 1862 4660
 21 REFERENCE FILE NUMBER : 702786051
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 800 RENE LEVESQUE BLVD. WEST, SUITE 2220
 CITY: MONTREAL PROV: PQ POSTAL CODE: H3B 1X9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
 11
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16 NAME : BORDEN LADNER GERVAIS LLP (O. TARDIF)
 17 ADDRESS : 22 ADELAIDE STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

FAMILY : 7 OF 8
SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 29 OF 39

00 FILE NUMBER : 702794889 EXPIRY DATE : 06JAN 2020 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20150106 1617 1590 7254 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2437533 ONTARIO INC.

04 ADDRESS : 98 ORFUS ROAD OCN :
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
F.B.I. INC.

09 ADDRESS : 98 ORFUS ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1L9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION

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15
16 AGENT: TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)

17 ADDRESS : 1500 - 151 YONGE STREET
CITY : TORONTO PROV: ON POSTAL CODE: M5C 2W7

FAMILY : 7 OF 8 ENQUIRY PAGE : 30 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 702794889
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20150130 1527 1590 8892
 21 REFERENCE FILE NUMBER : 702794889
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
 27 /DESCR:
 28 :

02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:

04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)

17 ADDRESS : 1500 - 151 YONGE STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 7 OF 8 ENQUIRY PAGE : 31 OF 39
SEARCH : BD : 11041045 CANADA INC. FILE NUMBER 702794889

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20181024 1459 1590 1479
21 REFERENCE FILE NUMBER : 702794889
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
26 REASON: AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF
27 /DESCR: ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: 11041045 CANADA INC. OCN:

04/07 ADDRESS: 800, RENE-LEVESQUE BLVD. W., SUITE 2220
CITY: MONTREAL PROV: QC POSTAL CODE: H3B 1X9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : TORKIN MANES LLP (F. SULLEY/J. ROBSON)
17 ADDRESS : 1500-151 YONGE STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5C 2W7

FAMILY : 8 OF 8
 SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 32 OF 39

00 FILE NUMBER : 876826629 EXPIRY DATE : 04OCT 2021 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20011004 1802 1531 7998 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: BENIX & CO. INC.

OCN :

04 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 2L9

05 IND DOB : IND NAME:

06 BUS NAME: BARNES & CASTLE

OCN :

07 ADDRESS : 98 ORFUS ROAD
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 2L9

08 SECURED PARTY/LIEN CLAIMANT :
 CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS : 595 BAY STREET, 5TH FLOOR

CITY : TORONTO

PROV: ON

POSTAL CODE: M5G 2C2

CONS.

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DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

13 THIS IS THE LATE RENEWAL PURSUANT TO SECTION 30(6) OF THE PERSONAL

14 PROPERTY SECURITIES ACT FOR REGISTRATION NUMBER 960412200518253570

15 REFERENCE FILE NUMBER 821031363

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY

CITY : RICHMOND

PROV: BC

POSTAL CODE: V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 33 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20011023 1820 1531 2155
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON: ADDITIONAL DEBTOR'S NAME HAS BEEN ADDED TO REGISTRATION NUMBER
 27 /DESCR: 20011004180215317998 REFERENCE FILE NUMBER 876826629.
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BENIX & CO.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 2L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
 CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 34 OF 39
SEARCH : BD : 11041045 CANADA INC. FILE NUMBER 876826629

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20060822 1944 1531 6618	
21 REFERENCE FILE NUMBER :	876826629			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
23 REFERENCE DEBTOR/	IND NAME:			
24 TRANSFEROR:	BUS NAME: BENIX & CO.INC.			
25 OTHER CHANGE:				
26 REASON:				
27 /DESCR:				
28 :				
02/05 IND/TRANSFEE:				
03/06 BUS NAME/TRFEE:				
04/07 ADDRESS:	OCN:			
CITY:	PROV:	POSTAL CODE:		
29 ASSIGNOR:				
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :				
09 ADDRESS :				
CITY :	PROV :	POSTAL CODE :		
CONS.	MV	DATE OF	NO FIXED	
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE
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14				
15				
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	SUITE 180-13571 COMMERCE PARKWAY			
CITY :	RICHMOND	PROV :	BC	POSTAL CODE : V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 35 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20110805 1946 1531 0623
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

04/07 ADDRESS: OCN:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 36 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150121 1449 1862 9645
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: E TRNSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)

17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W

CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 37 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150129 1600 1862 0265
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9645 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 38 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20160920 1038 1529 3916
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 39 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181024 1036 1862 4949
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20011004 1802
 27 /DESCR: 1531 7998 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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 11
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 14
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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 33 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20011023 1820 1531 2155
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON: ADDITIONAL DEBTOR'S NAME HAS BEEN ADDED TO REGISTRATION NUMBER
 27 /DESCR: 20011004180215317998 REFERENCE FILE NUMBER 876826629.
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BENIX & CO.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 2L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
 CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 34 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 REGISTRATION NUM REG TYPE
 PAGE TOT
 01 CAUTION : 01 OF 001 MV SCHED: 20060822 1944 1531 6618
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE:

OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
 CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 35 OF 39
SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20110805 1946 1531 0623
21 REFERENCE FILE NUMBER : 876826629
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

04/07 ADDRESS: OCN:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 36 OF 39
SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20150121 1449 1862 9645
21 REFERENCE FILE NUMBER : 876826629
22 AMEND PAGE: NO PAGE: X CHANGE: E TRANSFER REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:
04/07 ADDRESS: 98 ORFUS ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 37 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150129 1600 1862 0265
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9645 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 38 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20160920 1038 1529 3916
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 39 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181024 1036 1862 4949
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20011004 1802
 27 /DESCR: 1531 7998 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)

17 ADDRESS : SUITE 1600, 100 KING STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 33 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20011023 1820 1531 2155
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON: ADDITIONAL DEBTOR'S NAME HAS BEEN ADDED TO REGISTRATION NUMBER
 27 /DESCR: 20011004180215317998 REFERENCE FILE NUMBER 876826629.

28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE: BENIX & CO.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 2L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
 CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

FAMILY : 8 OF 8
SEARCH : BD : 11041045 CANADA INC.

ENQUIRY PAGE : 34 OF 39

FILE NUMBER 876826629

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE
01 OF 001 MV SCHED: 20060822 1944 1531 6618
21 REFERENCE FILE NUMBER : 876826629
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

FAMILY : 8 OF 8 ENQUIRY PAGE : 35 OF 39
SEARCH : BD : 11041045 CANADA INC. FILE NUMBER 876826629

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20110805 1946 1531 0623
21 REFERENCE FILE NUMBER : 876826629
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
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02/05 IND/TRANSFEEE:
03/06 BUS NAME/TRFEE:

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CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
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16 NAME : D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 36 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150121 1449 1862 9645
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: E TRANSFER REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO. INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 2437533 ONTARIO INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
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16 NAME : GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
 17 ADDRESS : #1600, 1 FIRST CDN PLACE, 100 KING STR W
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 37 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20150129 1600 1862 0265
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: 2437533 ONTARIO INC.

25 OTHER CHANGE:
 26 REASON: THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
 27 /DESCR: 1449 1862 9645 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
 28 : TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: BOWRING & CO. INC.

OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING LAFLEUR HENDERSON LLP (CLM)
 17 ADDRESS : 100 KING STREET WEST, SUITE 1600
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5

FAMILY : 8 OF 8 ENQUIRY PAGE : 38 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20160920 1038 1529 3916
 21 REFERENCE FILE NUMBER : 876826629
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 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BENIX & CO.INC.

25 OTHER CHANGE:
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 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP
 17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
 CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 8 OF 8 ENQUIRY PAGE : 39 OF 39
 SEARCH : BD : 11041045 CANADA INC.

FILE NUMBER 876826629
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20181024 1036 1862 4949
 21 REFERENCE FILE NUMBER : 876826629
 22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: BOWRING & CO. INC.

25 OTHER CHANGE:
 26 REASON: THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20011004 1802
 27 /DESCR: 1531 7998 HAS BEEN AMENDED.
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: 11041045 CANADA INC.

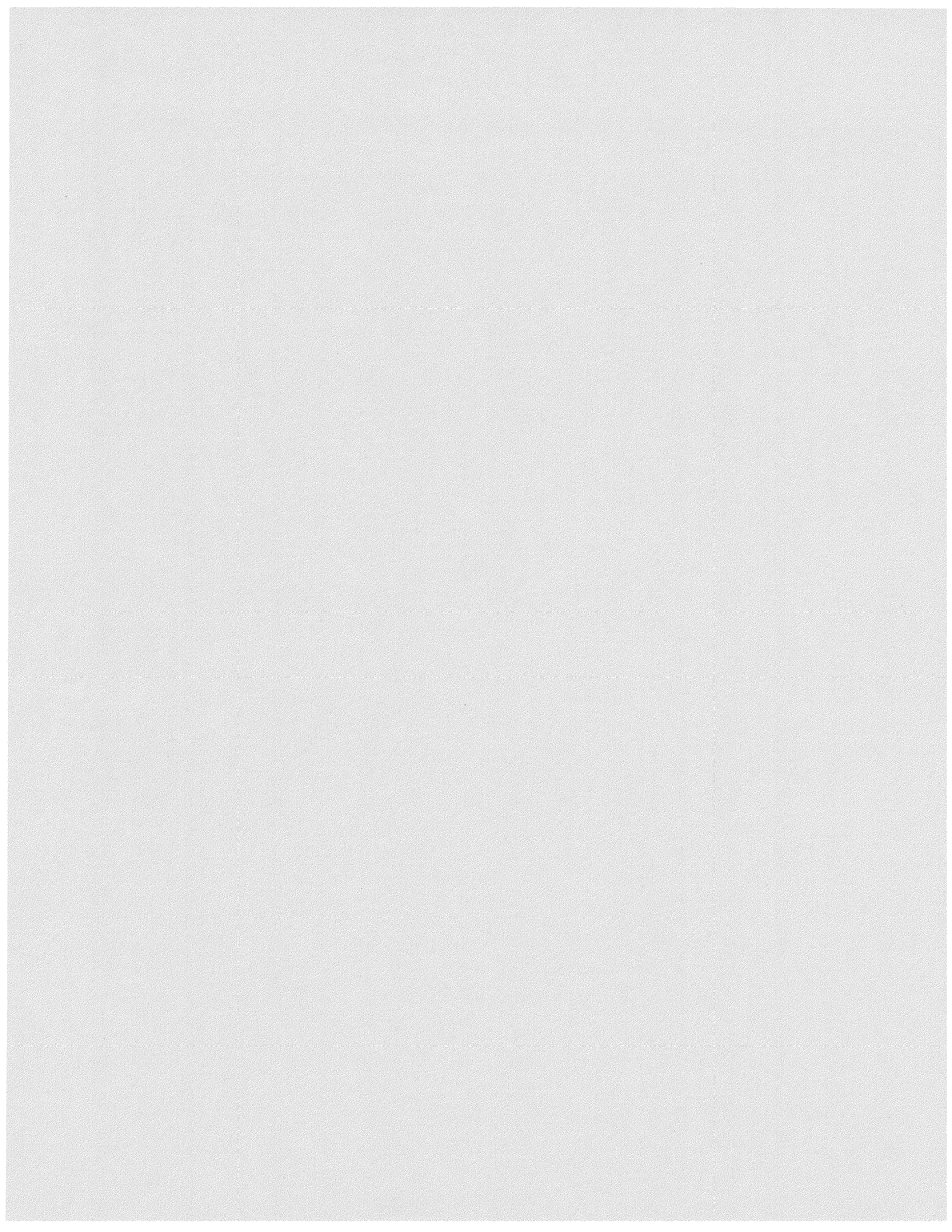
OCN:
 04/07 ADDRESS: 98 ORFUS ROAD
 CITY: TORONTO PROV: ON POSTAL CODE: M6A 1L9
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOWLING WLG (CANADA) LLP (T. GERTNER)
 17 ADDRESS : SUITE 1600, 100 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5X 1G5



REPORT : PSSR060
PAGE : 1
(3401)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

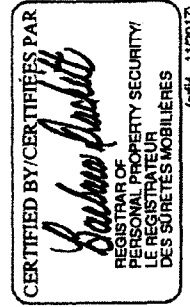
SEARCH CONDUCTED ON : BOMBAY & CO. INC.

FILE CURRENCY : 25OCT 2018

ENQUIRY NUMBER 20181026152217.70 CONTAINS 27 PAGE(S), 7 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - TORKIN MANES LLP - JON ROBSON
1500-151 YONGE STREET
TORONTO ON M5C 2W7



CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20101026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FIVE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / GLENN FOR LIEN

00 SALE NUMBER
738417114

01 LOCATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20180419 1043 1793 9475 P PPSA 1

02 DEBTOR FIRST GIVEN NAME INITIAL SURNAME REGISTRATION PERIOD
BOMBAY & CO INC TORONTO ON M6A2W1

03 BUSINESS NAME
100 DUFFLAW RD TORONTO

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BOMBAY & CO INC TORONTO

05 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
HOLAND LEASING 1995 LTD MONTREAL QC H4B1V8

06 BUSINESS NAME
6700 RUE SAINT JACQUES MONTREAL QC H4B1V8

07 ADDRESS
HOLAND LEASING 1995 LTD MONTREAL QC H4B1V8

08 SECURED PARTY / COLLATERAL CLASSIFICATION
GLENN CLIENT

09 ADDRESS
6700 RUE SAINT JACQUES MONTREAL QC H4B1V8

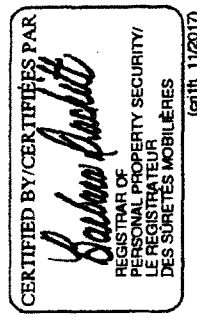
10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 28053 X

11 MOTOR YEAR MAKE MODEL V.I.N.
2013 MERCEDES BENZ S1650 48GDFDE2DA106394

12 GENERAL COLLATERAL DESCRIPTION
HOLAND LEASING 1995 LTD MONTREAL QC H4B1V8

13 REGISTERING AGENT
6700 RUE SAINT JACQUES MONTREAL QC H4B1V8

14 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CREDIT FOR LIEN

00 FILE NUMBER
717057936

01 CAPTOR PART TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PARTS SCHEDULE NUMBER UNDER PERIOD
001 1 20160527 1543 1532 9797 P PFSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 BUSINESS NAME BOMBAY & CO INC TORONTO M6A 1L9
04 ADDRESS 98 ORFUS RD

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 BUSINESS NAME HOLLAND LEASING (1995) LTD. MONTREAL QC R4P 2J2
07 ADDRESS 8525 DECARIE BLVD

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

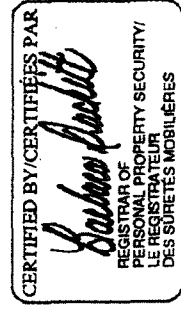
10 COLLATERAL CLASSIFICATION
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
X X 41775 26MAY2021

11 YEAR MAKE MODEL YEAR #
12 2015 JEEP WRANGLER SAHARA DNL 1CARJWEG7GL226642

13 GENERAL THE COMPLETE DESCRIPTION OF THE SERIAL COLLATERAL IS
14 COLLATERAL 2016 JEEP WRANGLER SAHARA UNLTD S/N 1CARJWEG7GL226642
15 DESCRIPTION

16 REGISTERING AGENT CSRS
17 ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 4



REPORT : PSSR060
PAGE : 4
(3404)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : BOMBAY & CO. INC.
FILE CATEGORY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
702766065

01
CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20150106 1439 1590 7236 P PFSA 5

02
03
04
DATE OF BIRTH BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME
2383029 ONTARIO INC. TORONTO
98 ORPUS ROAD TORONTO ON M6A 1L9
ONTARIO CORPORATION NO.

05
06
07
DATE OF BIRTH BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME
ISAAC BENNET SALES AGENCIES INC. TORONTO
111 ORPUS ROAD TORONTO ON M6A 1M4
ONTARIO CORPORATION NO.

08
09
SECURED PARTY / LITEN CERTIFICATE ADDRESS
ISAAC BENNET SALES AGENCIES INC. TORONTO ON M6A 1M4

10
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FILED
SOCIES EQUIPMENT ACCOUNTS OTHER INCURRED SECURITY ON SECURITY DATE

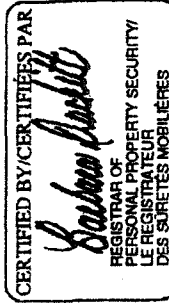
11
12
YEAR MAKE MODEL VIN
MOTOR VEHICLE

13
14
15
GENERAL INFORMATION DESCRIPTION

16
17
REGISTERING AGENT ADDRESS TORONTO ON MSC 2W7
TORKIN MANES LLP (P. SULLEY/S. JANKOWSKI)

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 5



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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

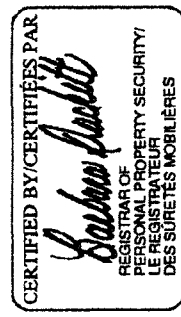
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 36 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	EXEMPTION FILING	PRICE	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER	
21	RECORD REFERENCED	NO. OF PAGES	SCHEDULE	20150130 1576 1590 8890	CORRECT RETURN
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED - A AMENDMENT	RENEWAL YEARS	
23	REFERENCE DEBTOR/ TRANSFEROR	FIRST GIVEN NAME	INITIAL SURNAME		
24	BUSINESS NAME	2383029 ONTARIO INC.			
25	OTHER CHANGE	AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.			
26	REASON/ DISCREPANCY	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	BOMBAY & CO. INC.		
03/06	ADDRESS	98 ORFUS ROAD TORONTO			
04/07	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ONTARIO CORPORATION NO. ON MGA 119			
08	COLLATERAL CLASSIFICATION				
09	CONSUMER				
10	YEAR MAKE	MODEL	V.I.N.		
11	MOTOR VEHICLE GENERAL DESCRIPTION	MOTOR VEHICLE AMOUNT MATURITY OR MATURITY DATE			
12	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	TORONTO			
13	ADDRESS	TORONTO M5C 2W7			
14	TORONTO				
15	TORONTO				
16	TORONTO				
17	TORONTO				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...



REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTREUR DES SURETES MOBILIERES (e2th 112017)



REPORT : PSSR060
PAGE : 6
(3406)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES NO. OF PAGES NUMBER UNDER
001 001 20181019 1120 1862 4658

01 RECORD FILE NUMBER 702786069

21 PAGE AMENDED NO-SPECIFIC PAGE AMENDED CHANGE REQUIRED REVERSAL CORRECT
001 X A AMENDMENT YEARS PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME
BOMBAY & CO. INC.

23 BUSINESS NAME BOMBAY & CO. INC.

25 TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS

26 DEBTOR/ FIRST GIVEN NAME INITIAL SURNAME
27 TRANSFEROR BUSINESS NAME 11041037 CANADA INC.
28 ADDRESS 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL

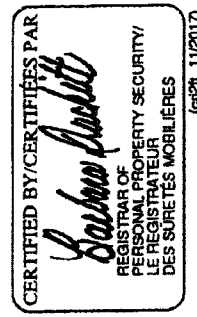
02/ DATE OF BIRTH
05 DEBTOR/ FIRST GIVEN NAME INITIAL SURNAME
03/ BUSINESS NAME 11041037 CANADA INC.
06 TRANSFEROR BUSINESS NAME 11041037 CANADA INC.
04/07 ADDRESS 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL

29 ASSIGNOR REGISTERED PARTY/ALIEN CLAIMANT/ASSIGNEE

08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE NO. FIXED
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V-I-N-
12 MOTOR YEAR MAKE MODEL V-I-N-
13 VEHICLE YEAR MAKE MODEL V-I-N-
14 GENERAL YEAR MAKE MODEL V-I-N-
15 COLLATERAL YEAR MAKE MODEL V-I-N-
16 DISPOSITION YEAR MAKE MODEL V-I-N-
17 ASSIGNING AGENT OR REGISTERED PARTY/ALIEN CLAIMANT ADDRESS TORONTO ON M5H 4E3



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 7

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2019/10/26
ID : 20181026152217.70

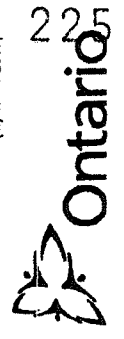
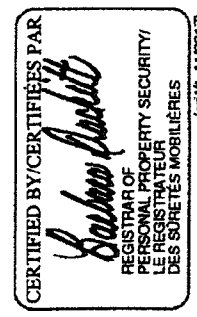
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	702794898
01	CRUISON FILE NO. OF PAGES	TOTAL REGISTRATION NUMBER UNDER PERIOD
	001	1 20150106 1617 1590 7255 P PFSA 5
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
03	BUSINESS NAME	2383029 ONTARIO INC. TORONTO ON M6A 1L9
04	ADDRESS	98 ORFUS ROAD
05	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
06	BUSINESS NAME	F.B.I. INC. TORONTO ON M6A 1L9
07	ADDRESS	98 ORFUS ROAD
08	SECURED PARTY / LIEN DEBTOR	F.B.I. INC. TORONTO ON M6A 1L9
09	ADDRESS	98 ORFUS ROAD
10	COLLATERAL CLASSIFICATION:	
	CONSUMER	X
	GOODS	X
	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	X
	MOTOR VEHICLE	X
	AMOUNT	
	DATE OF MATURITY OR MATURITY DATE	
11	YEAR MAKE	MODEL YEAR
12	MOTOR VEHICLE	YEAR
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT	TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
17	ADDRESS	1500 - 151 YONGE STREET TORONTO ON M5C 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ... 8



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 4C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CONDITION FILING NO. OF PAGES TOTAL MOTOR VEHICLES REGISTRATION NUMBER REGISTERED UNDER

01 21 RECORDS REFERENCED 001 1 702794898 20150130 1528 1590 8893

02/ 22 PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT PERIOD
DESCRIPTION REASON/ DESCRIPTION X A AMENDMENT FEES PERIOD

23 24 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME

25 26 OTHER CHANGE DEBTOR/ TRANSFEROR BUSINESS NAME 2383029 ONTARIO INC.

27 28 AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.

02/ 05 DEBTOR/ TRANSFEROR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03/ 06 DEBTOR/ TRANSFEROR BUSINESS NAME BOMBAY & CO. INC.

04/07 DEBTOR/ TRANSFEROR ADDRESS 98 ORFUS ROAD TORONTO

29 ASSIGNOR SECURED PARTY/LEASER CLAIMANT/ASSIGNER

08 09 COLLATERAL CLASSIFICATION ADDRESS

10 COOPS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR MAJORITY DATE

11 12 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

13 14 COLLATERAL DESCRIPTION

15 16 BRANCHING AGENT OR ADDRESS

17 SECURED PARTY/LEASER CLAIMANT ADDRESS TORONTO

TORKIN MANES LLP (F. SULLLEY/S. JANKOWSKI) TORONTO

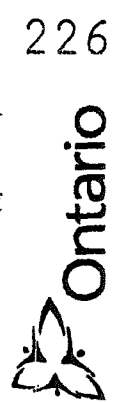
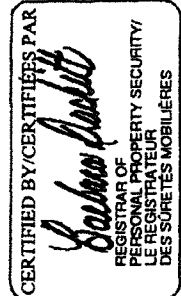
1500 - 151 YONGE STREET TORONTO

ON MSC 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 9

ONTARIO CORPORATION NO. ON M6A 119



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 25 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAPTION : TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
02 FILING : NO. OF PAGES : 001
03 FILE NUMBER : 702794898
04 REGISTRATION NUMBER : 20181024 1502 1590 1487
05 CORRECT PERIOD

21 RECORD REFERENCED : NO SPECIFIC PAGE AMENDED
22 PAGE AMENDED : X
23 FIRST GIVEN NAME : BOMBAY & CO. INC.
24 BUSINESS NAME : BOMBAY & CO. INC.

25 OTHER CHANGE : AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF
26 REASON/ : ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.
27 DESCRIPTION :
28

02/ DATE OF BIRTH :
05 DEBTOR/ : FIRST GIVEN NAME : INITIAL SURNAME :
03 TRANSFEREE : BUSINESS NAME : 11041037 CANADA INC.
06

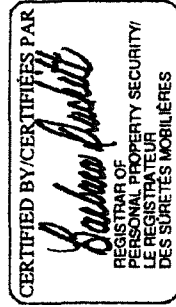
04/07 ADDRESS : 800, RENE-LEVESQUE BLVD. W., SUITE 2220 MONTREAL
ONTARIO CORPORATION NO.: H3B 1X9

29 ASSIGNOR :
08 SECURED PARTY/LEIN CLAIMANT/ASSIGNEE :
09 ADDRESS :

10 COLLATERAL CLASSIFICATION :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : MOTOR VEHICLE DATE OF NO. FILED
MATURETY OR MATURITY DATE

11 YEAR MAKE : MODEL : V.I.N. :
12 MOTOR :
13 VEHICLE :
14 GENERAL :
15 COLLATERAL :
16 DESCRIPTION :
17 REGISTRATION AGENT OR : TORONTO ON M5C 2W7
SECURED PARTY/ : ADDRESS : 1500-151 YONGE STREET
LEIN CLAIMANT :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 10



RUN NUMBER : 299
 RUN DATE : 2018/10/26
 ID : 20181026152217.70

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

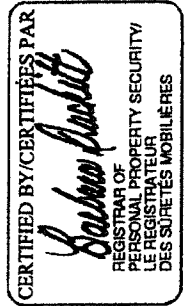
REPORT : PSSR060
 PAGE : 10
 (3410)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 25OCT 2018

PAGE 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	70073803						
01	CAUTION FILING	001	TOTAL NO. OF PAGES	002	MOTOR VEHICLE SCHEDULE NUMBER	20141016 1450 1862 3052	REGISTRATION UNDER	P PPSA
02	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME	
03	DEBTOR NAME		BUSINESS NAME	2383029 ONTARIO INC.				ONTARIO CORPORATION NO. 05H 2R2
04	ADDRESS		ADDRESS	333 BAY STREET, SUITE # 400				ONTARIO CORPORATION NO. 05H 2R2
05	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME	
06	DEBTOR NAME		BUSINESS NAME					ONTARIO CORPORATION NO. 05H 2R2
07	ADDRESS		ADDRESS					ONTARIO CORPORATION NO. 05H 2R2
08	SECURED PARTY / FREN CHAIRMAN			CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT				
09	ADDRESS		ADDRESS	COMMERCE COURT WEST, 199 BAY STREET, 4TH FLOOR				
10	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE	AMOUNT	NO. FILED	
11	YEAR MAKE		MODEL		VEHICLE			
12	MOTOR VEHICLE							
13	GENERAL COLLATERAL DESCRIPTION							
14	GENERAL COLLATERAL DESCRIPTION							
15	GENERAL COLLATERAL DESCRIPTION							
16	REGISTERING AGENT			GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)				
17	ADDRESS		ADDRESS	#1600, 1 FIRST CDN PLACE, 100 KING STR W		TORONTO		ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 11



REPORT : PSSR060
PAGE : 11
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

NAME OF SEARCHED BUSINESS DEFOR
SEARCH CONDUCTED ON BOMBAY & CO. INC.
FILE CURRENCY 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR ITEM

00 STICK NUMBER 70V738803

01 CREDITON PAGE NO. OF TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULES 20141016 1450 1862 3052 UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 NAME BUSINESS NAME ADDRESS

06 SECURED PARTY / YEAR MAKE MODEL YEAR NO. FLEXED
07 CLAIMANT FLOOR ADDRESS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MORTGAGE OR MATURITY DATE

08 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FLEXED
09 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MORTGAGE OR MATURITY DATE

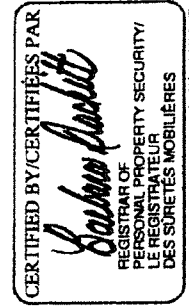
11 MOTOR YEAR MAKE MODEL YEAR
12 VEHICLE

13 GENERAL COLLATERAL COLLATERAL GENERAL COLLATERAL
14 COLLATERAL COLLATERAL COLLATERAL COLLATERAL
15 DESCRIPTION DESCRIPTION DESCRIPTION DESCRIPTION

16 REGISTRING AGENT ADDRESS
17 ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED ... 12



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : * BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENT : 25OCT 2018

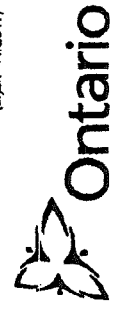
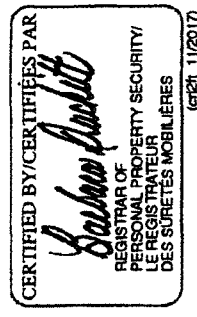
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CHRYSLER PAGE NO. OF PAGES REGISTRATION NUMBER REGISTERED UNDER
FILING NO. OF PAGES SCHEDULE 20141230 1452 1662 8361
FILE NUMBER 700738803
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL PERIOD
1 1 001 001
FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME 2383029 ONTARIO INC.
BUSINESS NAME 2383029 ONTARIO INC.
ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9
OTHER CHANGE TO CHANGE THE ADDRESS OF THE DEBTOR.
REASON/ DESCRIPTION
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ TRANSFEREE BUSINESS NAME 2383029 ONTARIO INC.
ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS
MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

COLLATERAL CLASSIFICATION
MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.
GOMLING LAFLEUR HENDERSON LLP (KC)
100 KING STREET WEST, SUITE 1600
TORONTO ON M5X 1G5

SECURED PARTY/ AGENT OR TRANSFEREE ADDRESS
TORONTO ON M5X 1G5
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 13



REPORT : P5SR060
PAGE : 13
(3413)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SERVICE COMPLETED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 36 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULES 20150129 1601 1862 0268 UNDER

01 RECORD FILE NUMBER 700738803

21 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD

22 BUSINESS NAME 2383029 ONTARIO INC. INITIAL SURNAME

23 BUSINESS NAME 2383029 ONTARIO INC. INITIAL SURNAME

24 BUSINESS NAME 2383029 ONTARIO INC. INITIAL SURNAME

25 OTHER CHANGE

26 REASON FOR CHANGE

27 DESCRIPTION

02/ DATE OF BIRTH

05 DEBTOR/ FIRST GIVEN NAME INITIAL SURNAME

03/ TRANSFEREE BUSINESS NAME BOMBAY & CO. INC.

06 ADDRESS 98 ORFUS ROAD TORONTO

04/07 ONTARIO CORPORATION NO W6N 1L9

29 ASSIGNOR

08 SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 ASSIGNING AGENT OR

17 SECURED PARTY/ALIEN CLAIMANT ADDRESS

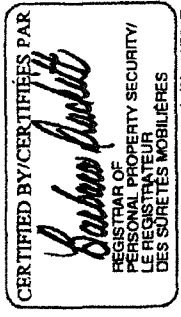
GOMLING LAFLEUR HENDERSON LLP (CHRISTINE L. MARCHETTI)

100 KING STREET WEST, SUITE 1600 TORONTO

ON MSX 165

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14



REPORT : PSSR060
PAGE : (3414)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 26 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CONDITION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILE NO. OF PAGES SCHEDULE NUMBER UNDER
001 001 20181023 1514 1862 4906

RECORD FILE NUMBER 700738803
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL
001 001 X A AMENDMENT YEARS
CURRENT PERIOD

FIRST GIVEN NAME SURNAME
BOMBAY & CO. INC.

DEBTOR CHANGE THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20141016 1450
REVISION DESCRIPTION 1862 3052 HAS BEEN AMENDED.

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/ 11041037 CANADA INC.
05/ 98 ORFUS ROAD TORONTO
03/ BUSINESS NAME
06/ ADDRESS

ONTARIO CORPORATION NO.
ON W6A 119

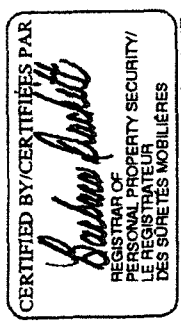
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08/ ADDRESS
09/ ADDRESS

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS YEAR MAKE MODEL V.I.N.
10/ 11/ 12/ 13/ 14/ 15/ 16/ 17/

COWLING WLG (CANADA) LLP (T. GERTNER)
SUITE 1600, 100 KING STREET WEST TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 15



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CATEGORY : 25OCT 2018

PERSONAL FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693252117

01 CREDITOR FIRST TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20140120 1404 1590 5064 P PFSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS BOMBAY & CO. INC. 98 ORFUS ROAD TORONTO M6A 1L9

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 NAME BUSINESS NAME ADDRESS ISAAC BENNET SALES AGENCIES INC. 98 ORFUS ROAD TORONTO M6A 1L9

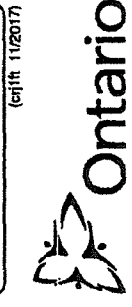
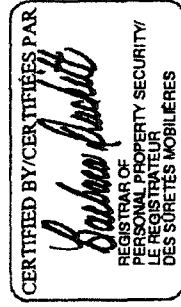
08 SECURED PARTY / EYEN CHIKMANN ADDRESS TORONTO ON M6A 1L9

10 COLLATERAL CLASSIFICATION
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATES

11 MOTOR YEAR MAKE MODEL
12 VEHICLE

13 GENERAL
14 COLLATERAL PASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
15 DESCRIPTION BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

16 REGISTERING AGENT
17 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 16



REPORT : PSSR060
PAGE : 16
(3416)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADYTON PARS TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILE NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20140624 1516 1590 4920

RECORD FILE NUMBER 693252117
PAGE AMENDED NO SPECIFIC PARS AMENDED CHANGE REQUIRED YEARS CORRECT PERIOD
1 1 A AMENDMENT X

REFERENCE DEPTOR/ TRANSFEREE FIRST GIVEN NAME INITIAL SURNAME
23 DEPTOR/ TRANSFEROR BUSINESS NAME BOMBAY & CO. INC.

OTHER CHANGE TO AMEND THE ADDRESS OF THE SECURED PARTY

REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEPTOR/ TRANSFEREE BUSINESS NAME ADDRESS

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNER
111 ORFUS ROAD TORONTO ON M6A 1M4

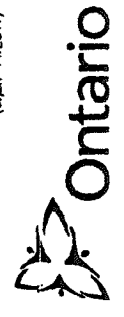
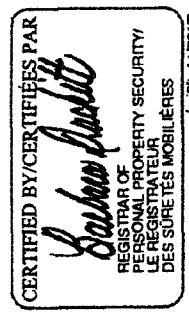
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE PASSENGER AGENT OR SECURED PARTY ADDRESS
GENERAL COLLATERAL DISPOSITION PASKEN MARTINEAU DUMOULIN LLP (SDR) (LR) TORONTO ON M5H 2T6
BAY ADELAIDE CENTRE, BOX 20

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 17



REPORT : PSSR060
PAGE : 17
(3417)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

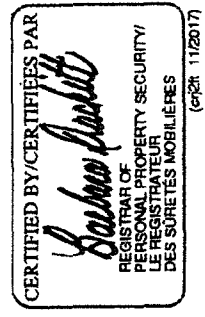
RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

NAME OF SEARCHER : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25 OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CRAYTON	PAGE	TOTAL MOTOR VEHICLES	REGISTRATION	REGISTERED
21	FILING NO. OF PAGE	SCHEDULE	NUMBER	UNDER	
	001	20150130 1528 1590 8894			
	FILE NUMBER				
	693252117				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			BY TRANSFER	TERMS	PERIOD
			INITIAL SURNAME		
23	REFERENCE	FIRST GIVEN NAME			
24	DEBTOR/TRANSFEROR	BOMBAY & CO. INC.			
25	OTHER CHANGE				
26	REASON/DESCRIPTION				
27	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME		
28	DEBTOR/TRANSFEROR	2383029 ONTARIO INC.			
02/05	ADDRESS	98 ORFUS ROAD	TORONTO		
03/06	ASSIGNOR				
04/07	SECURED PARTY/LIEN GRANANT/ASSIGNEE				
29	ADDRESS				
08	COLLATERAL CLASSIFICATION				
09	CONSUMER				
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	AMOUNT	MATURITY OR	NO FIXED
	YEAR	MAKE	MODEL	V.I.N.	MATURITY DATE
11	MOTOR VEHICLE				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	ASSIGNING AGENT OR	TORKIN MANES LLP (P. SULLEY/S. JANKOWSKI)	TORONTO		
17	SECURED PARTY/LIEN CLAIMANT	1500 - 151 YONGE STREET			

ONTARIO CORPORATION NO.
ON M6A 119



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 18

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENT : 25 OCT 2018

FORM 36 FINANCING STATEMENT / CHANGE STATEMENT

CRADION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER BOOK
001 1 20150130 1604 1590 8919

01 RECORD FILE NUMBER 693252117

21 REVISIONS PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
REFERENCE NO. SPECIFIC PAGE AMENDED A AMENDMENT YEARS PERIOD
X
FIRST GIVEN NAME INITIAL SURNAME

22 BUSINESS NAME 2383029 ONTARIO INC.

23 OTHER CHANGE AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.

24 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
TRANSFEREE BUSINESS NAME BOMBAY & CO. INC.

04/07 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO. M5A 119

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR Maturity DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE GENERAL

13 COLLATERAL

14 DESCRIPTION

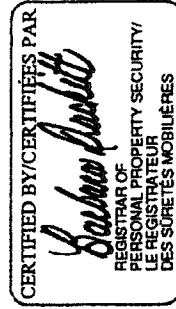
15 REGISTERING AGENT OR

16 SECURED PARTY/ ADDRESS TORONTO ON M5C 2W7

17 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 19



REPORT : PSSR060
PAGE : 19
(3419)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENT : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CHAYTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 001 001 20181019 1120 1862 4657

21 RECORD FILE NUMBER 693252117
 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL SUBJECT
 X A AMENDMENT A INITIAL SURNAME PERIOD

22 FIRST GIVEN NAME BOMBAY & CO. INC.
 BUSINESS NAME BOMBAY & CO. INC.

23 REFERENCE TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS

24 DEBTOR/ TRANSFEROR
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02/ 05 11041037 CANADA INC.

25 OTHER CHANGE
 BUSINESS NAME BOMBAY & CO. INC.
 ADDRESS 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL

26 REASON/ DESCRIPTION
 03/ TRANSFEREE BUSINESS NAME 11041037 CANADA INC.
 ADDRESS 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL

27 04/07 ONTARIO CORPORATION NO. PQ 53B 1X9

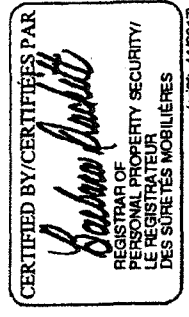
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 ADDRESS

08 09 COLLATERAL CLASSIFICATION
 ADDRESS

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity DATE NO. FIXED Maturity DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 ASSIGNING AGENT OR
 17 SECURED PARTY ADDRESS TORONTO ON M5H 4E3
 LIEN CLAIMANT BORDEN LADNER GERVAIS LLP (O. TARDIF)
 22 ADELAIDE STREET WEST

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 20



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : BOMBAY & CO. INC.
FILE COURTESY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR BIEN

00 FILE NUMBER
642201967

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER ORDER PERIOD
001 001 20080125 1150 1862 3566 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 2151456 ONTARIO INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CANADIAN IMPERIAL BANK OF COMMERCE

09 LIEN CLAIMANT ADDRESS 595 BAY STREET, 5TH FLOOR TORONTO ON M5G 2C2

10 COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED MATURITY OR MATURITY DATE
X X X X X

11 YEAR MAKE MODEL YEAR

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENCY

GOWLING LAFLEUR HENDERSON LLP (LBN)

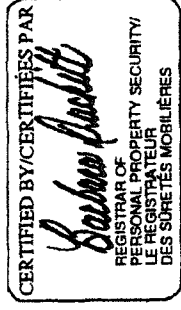
100 KING STREET WEST, SUITE 1600

TORONTO

ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.***

CONTINUED... 21



REPORT : PSSR060
PAGE : 21
(3421)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENT : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE MEMBER UNDER
001 001 20080213 1523 1862 4048
RECORD FILE NUMBER 642281967
CORRECT PERIOD

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS
X
FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME 2151456 ONTARIO INC.

OTHER CHANGE TO AMEND THE DEBTOR'S NAME ON LINE 3 OF REGISTRATION NUMBER 20080125
REVISION/ DESCRIPTION 1150 1862 FROM 2151456 ONTARIO INC. TO BOMBAY & CO. INC.
PURSUANT TO ARTICLES OF AMENDMENT DATED FEBRUARY 13, 2008.

DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05/ TRANSFERRED BUSINESS NAME BOMBAY & CO. INC.
06/ ADDRESS 98 ORFUS ROAD
04/07 TORONTO ONTARIO CORPORATION NO. M6A 119

ASSIGNOR SECURED PARTY/LEEN-GAJMANT/ASSIGNEE
ADDRESS

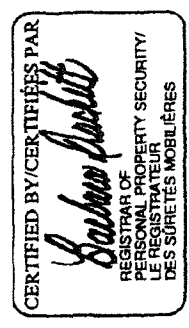
COLLATERAL CLASSIFICATION CONSUMER
ADDRESS

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR NO. FIXED NATURITY DATE

10	YEAR	MAKE	MODEL	V.I.N.	DATE OF MATURETY OR NATURITY DATE	AMOUNT	NO. FIXED
11							
12							
13							
14							
15							
16							
17							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22



(e2h 11/2017)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM PC FINANCING CHARGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE NO. OF PAGES NOVAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULED NUMBER UNDER UNDER
01 001 20121120 1452 1530 2479

01 RECORD REFERENCED FILE NUMBER 642281967
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED REGISTERED PERIOD
01 001 001 5

22 REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME BOMBAY & CO. INC.
FIRST GIVEN NAME INITIAL SURNAME
X

23 OTHER CHARGE RELEASE/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

24 DEBTOR/ TRANSFERORS BUSINESS NAME ADDRESS
04/07

25 ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE ADDRESS

08 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCURRED MOTOR VEHICLE DATE OF NO. FIXED MATURETY OR MATURETY DATE

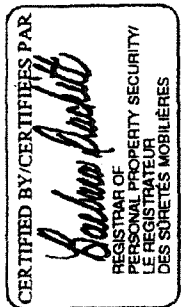
09 YEAR MAKE MODEL Y.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY/ALIEN CLAIMANT ADDRESS

12 D+H LIMITED PARTNERSHIP SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

13 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 23

ONTARIO CORPORATION NO.



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 1C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

20	REGISTRATION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLES SCHEDULED	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORDS REFERENCED	001	001	20150121 1449 1862 9542	
22		FILE NUMBER	642281967	NO-SPECIFIC PAGE-AMENDED	RENEWAL YEARS
23	REFERENCES			X	CORRECT PERIOD
24	DEBTOR/TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC.	INITIAL	PERIOD
25	OTHER CHANGE	FIRST GIVEN NAME		SURNAME	
26	RELEASED				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME
05/	DEBTOR/TRANSFEROR	BUSINESS NAME	2383029 ONTARIO INC.		
06/		ADDRESS	98 ORFUS ROAD		
04/07					
29	ASSIGNOR	REGISTRY PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09		ADDRESS			

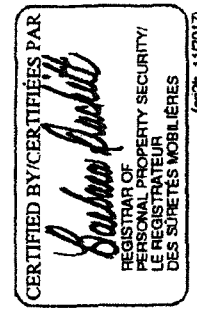
ONTARIO CORPORATION NO. ON M6A 1L9

TORONTO

10	COLLATERAL CLASSIFICATION	CONSUMER	COOPS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	DATE OF	MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL						
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTRY PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS								
17	REGISTRY PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS								

GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
#1600, 1 FIRST CNV PLACE, 100 KING STR W TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ... 24



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 26 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

EMPTION NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER
FILING NO. OF PAGES SCHEDULE 20150129 1600 1862 0267

01 RECORD REFERENCED FILE NUMBER 642281967
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT PERIOD
21 001 001 642281967 A AMENDMENT YEARS

22 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME 2383029 ONTARIO INC.

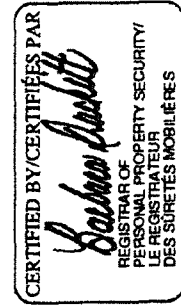
25 OTHER CHANGE REASON/ DESCRIPTION THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
26 1449 1862 9642 HAS CHANGED ITS NAME TO BOMBAY & CO. INC. PURSUANT TO
27 ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ DEBTOR/ TRANSFEREE BUSINESS NAME BOMBAY & CO. INC.
05 ADDRESS 98 ORFUS ROAD TORONTO
06 ONTARIO CORPORATION NO. M6A 1L9

04/07 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

08 COLLATERAL CLASSIFICATION ADDRESS
09 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.
11 MOTOR VEHICLE GENERAL TORONTO ON MSX 165
12 GENERAL TORONTO ON MSX 165
13 COLLATERAL CLASSIFICATION
14 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF MATURITY OR MATURITY DATE
15 REGISTRATION AGENT OR
16 SECURED PARTY/ LIEN CLAIMANT
17 ADDRESS 100 KING STREET WEST, SUITE 1600 TORONTO ON MSX 165



(4th 1/2017)



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TITLE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 36 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CRUITION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FIELD NO. OF PAGES OF SCHEDULE NUMBER UNDER
01 001 20171030 1432 1530 9273

FILE NUMBER 642281967
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
01 001 X B RENEWAL 5 PERIOD

FIRST GIVEN NAME INITIAL SURNAME

BOMBAY & CO. INC.

FIRST GIVEN NAME INITIAL SURNAME

DATE OF BIRTH

BUSINESS NAME ADDRESS

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR Maturity DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTRATION AGENT OR

SECURED PARTY ADDRESS

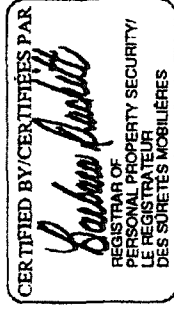
LIEN CLAIMANT

D+H LIMITED PARTNERSHIP
SUITE 200, 4126 NORLAND AVENUE

BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 26



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152217.70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGIS STATEMENT

20 CAUTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
21 FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 001 20181023 1514 1862 4905
22 FILE NUMBER 642281967 CORRECT PERIOD

23 PAGE AMENDED: NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL
24 REFERENCE: X AMENDMENT A YEARS PERIOD
FIRST GIVEN NAME INITIAL SURNAME
BOMBAY & CO. INC.

25 OTHER CHANGE
26 REASON: THE NAME OF THE DEBTOR ON LINE D3 OF REGISTRATION NO. 20080125 1150
27 DESCRIPTION: 1862 3566 HAS BEEN AMENDED.

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05/ DEBTOR/ TRANSFEREE BUSINESS NAME 11041037 CANADA INC.
06/ ADDRESS 98 ORFUS ROAD TORONTO
04/07 ONTARIO CORPORATION NO. M6A 1L9

29 ASSIGNOR
30 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 COLLATERAL CLASSIFICATION
09 CONSUMER ADDRESS

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR MATURETY DATE
DATE OF MATURETY OR MATURETY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE GENERAL

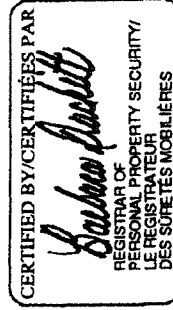
13 COLLATERAL DESCRIPTION

14 REGISTERING AGENT OR ADDRESS TORONTO MSX 1G5

15 SECURED PARTY/LIEN CLAIMANT ADDRESS TORONTO MSX 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : FSSR060
 PAGE : 27
 (3427)

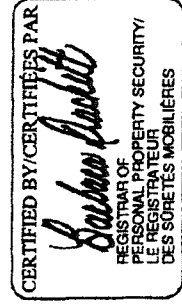
PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOWEY & CO. INC.
 FILE CURRENCY : 25OCT 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

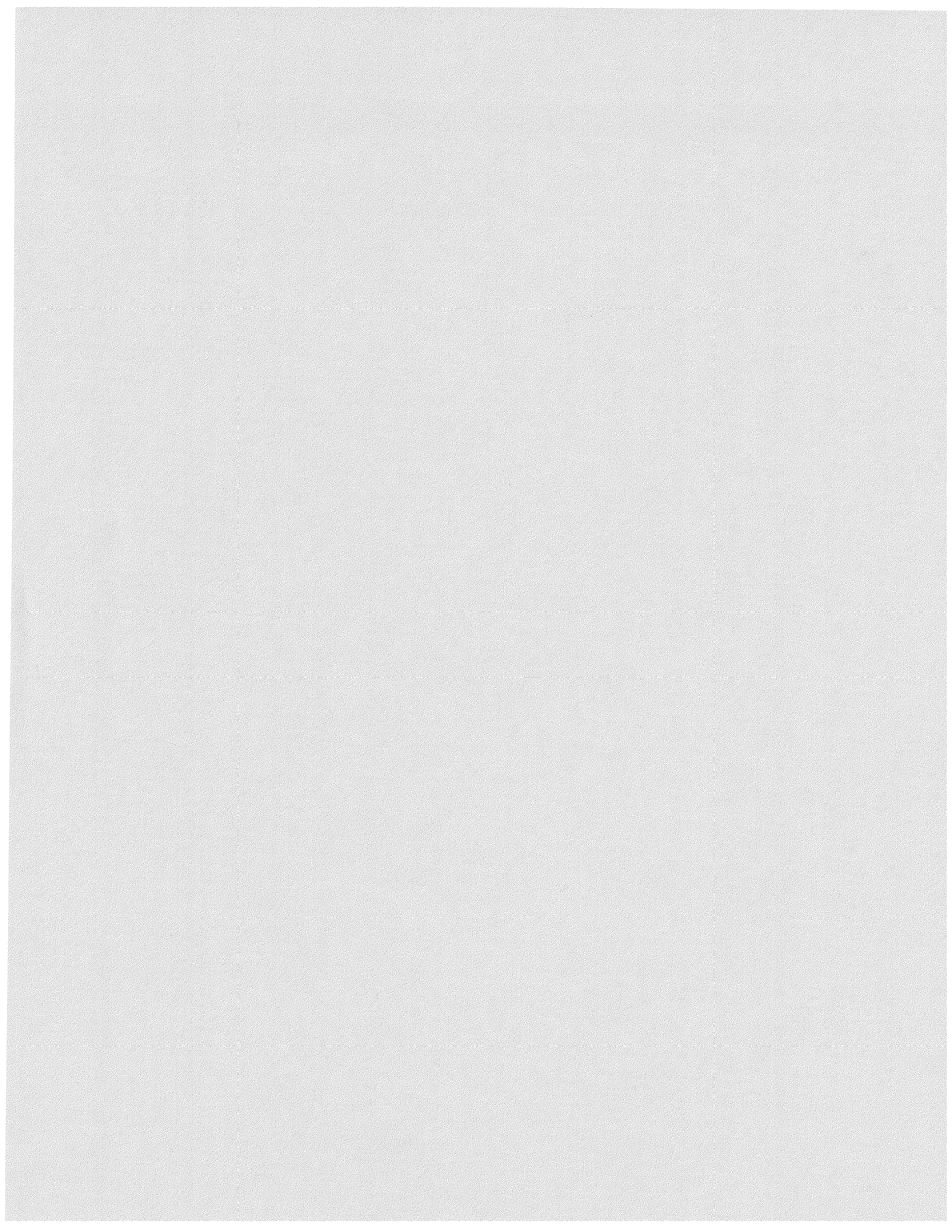
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
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717057936	20160527 1543 1532 9797		
702786069	20150106 1439 1590 7236		
702794898	20150106 1617 1590 7255		
700738803	20141016 1450 1862 3052		
693252117	20140120 1404 1590 5064		
	20181019 1120 1862 4657		
642281967	20080125 1150 1862 3566		
	20150129 1600 1862 0267		
	20150130 1526 1590 8890		
	20150130 1528 1590 8893		
	20141230 1452 1862 8361		
	20140624 1516 1590 4920		
	20080213 1523 1862 4848		
	20171030 1432 1530 9273		
	20181019 1120 1862 4658		
	20181024 1502 1590 1487		
	20150129 1601 1862 0268		
	20150130 1528 1590 8894		
	20181023 1514 1862 4906		
	20150130 1604 1590 8919		
	20121120 1452 1530 2479		
	20181023 1514 1862 4905		
	20150121 1449 1862 9642		

24 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(enfr 11/2017)





RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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PAGE : 1
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THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

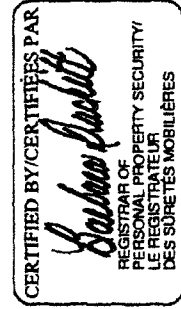
SEARCH CONDUCTED ON : BOWRING & CO. INC.

FILE CURRENCY : 25OCT 2018

ENQUIRY NUMBER 20181026152242.54 CONTAINS 47 PAGE(S), 11 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - TORKIN MANES LLP - JON ROBSON
1500-151 YONGE STREET
TORONTO ON M5C 2W7



CONTINUED... 2



REPORT : PSSR060
PAGE : (2
(3429)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

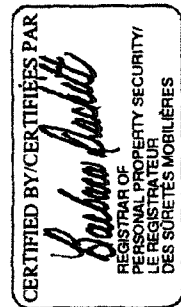
RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENTLY : 25OCT 2018

FORM 16 FINANCING STATEMENT / CLAIM FOR LITEN

00	FILE NUMBER	73255574
01	CAUTION FILING	PAGE NO. OF PAGES TOTAL NO. OF PAGES
02	DATE OF BIRTH	001 1
03	DEBTOR NAME	BOWRING & CO INC
04	ADDRESS	100 DUFFLAW RD TORONTO ONTARIO CORPORATION NO. M6A2M1
05	DATE OF BIRTH	20171024 1554 1793 2736 P PPSA 1
06	DEBTOR NAME	HOLAND LEASING 1995 LTD
07	ADDRESS	6700 RUE SAINT JACQUES MONTREAL QC H4B1V8
08	SECURED-PARTY / LIEN DEBITEUR	HOLAND LEASING 1995 LTD
09	ADDRESS	6700 RUE SAINT JACQUES MONTREAL QC H4B1V8
10	COLLATERAL CLASSIFICATION	CONSUMER CASH INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
11	MOTOR VEHICLE	YEAR MAKE 2013 HISSAN
12	MODEL	MERANG-LE
13	GENERAL COLLATERAL DESCRIPTION	VIN: JNB4ZHMWS DW3 0 8562
14	DATE OF MATURITY OR	NO FIXED MATURITY DATE
15	REGISTERING AGENT	HOLAND LEASING 1995 LTD
16	ADDRESS	6700 RUE SAINT JACQUES MONTREAL QC H4B1V8
17	REGISTERED PARTY	*****FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.*****

CONTINUED... 3



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : BOWLING & CO. INC.
DATE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 720807552

CAUTION: MOTOR VEHICLE REGISTRATION NUMBER UNDER PERIOD REGISTERED 20160921 1200 1793 7540 P PPSA 3

00

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03

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17

DATE OF BIRTH: BOWLING & CO INC

BUSINESS NAME: BOWLING & CO INC

ADDRESS: 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. M6A1L9

DATE OF BIRTH: BOWLING & CO INC

BUSINESS NAME: BOWLING & CO INC

ADDRESS: 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. M6A1L9

SECURED PARTY / LIEN HODLER: HOLLAND LEASING (1995) LTD

ADDRESS: 8525 DECARIE BLVD MONT-ROYAL QC H4P2J2

COLLATERAL CLASSIFICATION: CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED: MOTOR VEHICLE AMOUNT DATE OF PURCHASE OR ACQUISITION DATE

YEAR MAKE: 2013 JEEP

MODEL: WRANGLER UNLTD

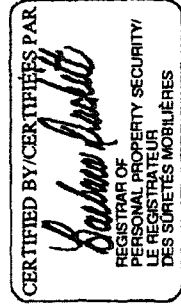
V.I.N.: 1GCRUW65DL615141

GENERAL COLLATERAL DESCRIPTION: HOLLAND LEASING (1995) LTD

REGISTERING AGENT: 8525 DECARIE BLVD MONT-ROYAL QC H4P2J2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...





CERTIFIED BY/CERTIFIÉES PAR
Barbara Panzetta
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES
(01/11/2017)

REPORT : FSSR060
PAGE : 4
(3431)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE VERSION : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 REG NUMBER : 702706051

01 CAUTION NO. 001, TOTAL REGISTRATION NUMBER 20150106143815907235, REGISTERED UNDER P PPSA, REGISTRATION PERIOD 5

02 DEBTOR NAME: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
03 BUSINESS NAME: 2437533 ONTARIO INC. ADDRESS: 98 ORFUS ROAD TORONTO ON M6A 1L9
04 DATE OF BIRTH: BUSINESS NAME: 2437533 ONTARIO INC. ADDRESS: 98 ORFUS ROAD TORONTO ON M6A 1L9

05 DEBTOR NAME: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
06 BUSINESS NAME: 2437533 ONTARIO INC. ADDRESS: 98 ORFUS ROAD TORONTO ON M6A 1L9
07 DATE OF BIRTH: BUSINESS NAME: 2437533 ONTARIO INC. ADDRESS: 98 ORFUS ROAD TORONTO ON M6A 1L9

08 SECURED PARTY / LIEN CLAIMANT: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
09 COLLATERAL CLASSIFICATION: CONSUMER GOODS

10 MOTOR VEHICLE: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
AMOUNT: NO FINED DATE OF MATURITY OR MATURITY DATE
V.I.N.:

11 MOTOR VEHICLE: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
12 YEAR MAKE: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
13 GENERAL COLLATERAL DESCRIPTION: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
14 COLLATERAL DESCRIPTION: ISAAC BENNETT SALES AGENCIES INC. ADDRESS: 111 ORFUS ROAD TORONTO ON M6A 1M4
15 REGISTERING AGENT: TORIN MANES LLP (F. SULLEY/S. JANKOWSKI) ADDRESS: 1500 YONGE STREET TORONTO ON M5C 2W7

16 FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY...
17 CONTINUED... 5

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE COURSE : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

EDITION PAGES TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 20150130 1526 1590 8891

RECORD FILE NUMBER 702786051

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS REGISTERED
X A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME 2437533 ONTARIO INC.

OTHER CHANGE AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ TRANSFEREE BUSINESS NAME BOWRING & CO. INC.

04/07 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO. ON M6A 1L9

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION ADDRESS

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR Maturity DATE

YEAR MAKE MODEL V.I.N

V.I.N

TORONTO

M5C 2W7

ON

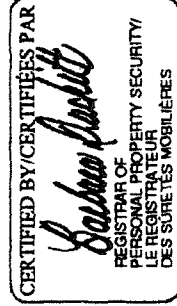
TORONTO

1500 - 151 YONGE STREET

TORKIN MANES LLP (F. SULLLEY/S. JANKOWSKI)

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 32 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REISSUED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 20181019 1121 1862 4660

RECORD FILE NUMBER 702786051
PAGE AMENDED: NO SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD
CORRECT PERIOD
X A AMENDMENT

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ TRANSFEROR BUSINESS NAME BOWRING & CO. INC.

OTHER CHANGE TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS

REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEROR BUSINESS NAME 11041045 CANADA INC.
ADDRESS 800 RENE LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL

ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE
ADDRESS

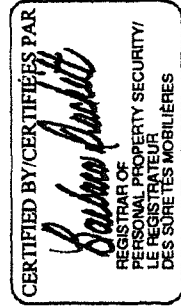
COLLATERAL CLASSIFICATION ADDRESS
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE BORDEN LADNER GERVAIS LLP (O. TARDIF)
VEHICLE GENERAL 22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

COMPLIMENTAL DESCRIPTION ADDRESS
PROCESSENG AGENT OR
SECURED PARTY/ ALIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 7



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

BUSINESS DEBTOR
BOWRING & CO. INC.
25OCT 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
702754869

00 CAUTION: PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20150106 1617 1590 7254 P PPSA 5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
2437533 ONTARIO INC. TORONTO ON M6A 1L9

02 DEBTOR BUSINESS NAME ADDRESS TORONTO ON M6A 1L9
03 NAME 98 ORFUS ROAD
04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME ADDRESS TORONTO ON M6A 1L9
07 ADDRESS

08 SECURED PARTY / F.B.I. INC. TORONTO ON M6A 1L9
09 FIRM CREDITMAN 98 ORFUS ROAD
ADDRESS

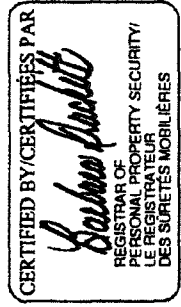
10 COLLATERAL CLASSIFICATION AMOUNT DATE OF NO. FILED
CONSUMER MOTOR VEHICLE INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
14 COLLATERAL 1500 - 151 YONGE STREET TORONTO ON M5C 2W7
15 DESCRIPTION ADDRESS

16 REGISTERING TORKIN MANES LLP (F. SULLEY/S. JANKOWSKI)
17 AGENT 1500 - 151 YONGE STREET TORONTO ON M5C 2W7

CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM FC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF BINDER SCHEDULES NUMBER UNDER
001 I 20150130 1527 1590 8892

RECORDED FILE NUMBER 702794889
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
X X A AMENDMENT
INITIAL SURNAME

DEBTOR/ TRANSFEROR BUSINESS NAME 2437533 ONTARIO INC.
INITIAL SURNAME

OTHER CHANGE AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
REASON/ DESCRIPTION

DEBTOR/ TRANSFEREE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME BOWLING & CO. INC.
ADDRESS 98 ORFUS ROAD TORONTO

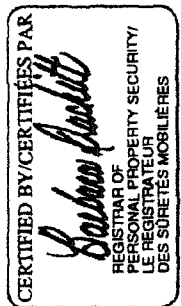
ASSIGNOR SECURITY PARTY/ LIEN CLAIMANT/ ASSIGNEE
ADDRESS TORONTO CORPORATION NO. M6A 1L9

COLLATERAL CLASSIFICATION ADDRESS
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
MODEL V.I.N.

MOTOR YEAR MAKE MODEL V.I.N.
VEHICLE GENERAL
COLLATERAL DESCRIPTION
REGISTRATION/ AGENT OR... TORONTO MSC 2W7
SECURED PARTY/ LIEN CLAIMANT ADDRESS

TORKIN MANES LLP (F. SULLY/S. JANKOWSKI)
1500 - 151 YONGE STREET TORONTO

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED ... 9



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CHANGE : 25OCT 2018

FORM 12 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CATION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20181024 1459 1590 1479

20 RECORD FILE NUMBER 702794889
21 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
X A AMENDMENT YEARS PERIOD

22 REFERENCE FIRST GIVEN NAME SURNAME
23 DEBTOR/ BUSINESS NAME BOWLING & CO. INC.
24 TRANSFEROR

25 OTHER CHANGE
26 PERSON/ AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF
27 DESCRIPTION ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/ BUSINESS NAME 11041045 CANADA INC.
03/ TRANSFEROR
06 ADDRESS 800, RENE-LEVESQUE BLVD. W., SUITE 2320 MONTREAL
04/07 ONTARIO CORPORATION NO. H3B-1X9

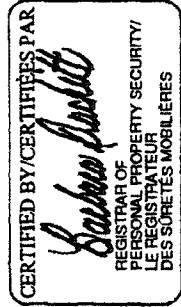
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09 COLLATERAL CLASSIFICATION

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MOTOR VEHICLE DATE OF NO. FILED MORTGAGE DATE
YEAR MAKE MODEL V. I. N.

11 MOTOR TORLIN MANES LLP (P. SULLLEY/J. ROBSON) TORONTO ON M5C 2W7
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 BUSINESS AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR INTEREST

FILE NUMBER
700738794

00 CHURTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 002 20141016 1450 1862 3051 P PPSA 5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
BUSINESS NAME 2437533 ONTARIO INC. TORONTO ON M6A 1L9

02 DEBTOR
03 NAME
04 ADDRESS 98 ORPUS ROAD TORONTO ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
BUSINESS NAME ADDRESS

05 DEBTOR
06 NAME
07 ADDRESS CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
SECURED PARTY / MORTGAGEE COMMERCIAL COURT WEST, 199 BAY STREET, 4TH TORONTO ON M5L 1A2

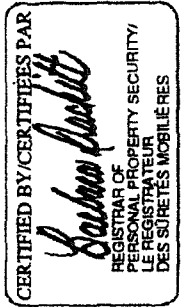
08 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GENERAL CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED MATURITY OR MATURITY DATE

09 YEAR MAKE MODEL V.I.N.
MOTOR VEHICLE

10 GENERAL
11 COLLATERAL
12 DESCRIPTION

13 REGISTERING
14 AGENT
15 GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
16 ADDRESS #1600, 1 FIRST CDN PLACE, 100 KING STR W TORONTO ON M5X 1G5

17 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 11



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
700738794

CRIPSON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 002 20141016 1450 1862 3051

01 DATE OF BIRTH INITIAL SURNAME ONTARIO CORPORATION NO.
02 DEBTOR BUSINESS NAME
03 NAME ADDRESS

04 DATE OF BIRTH INITIAL SURNAME ONTARIO CORPORATION NO.
05 DEBTOR BUSINESS NAME
06 NAME ADDRESS

07 SECURED PARTY / LIEN CLAIMANT ADDRESS FLOOR
08 CENTRAL CLASSIFICATION
09 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE

10 MODEL V.I.N.

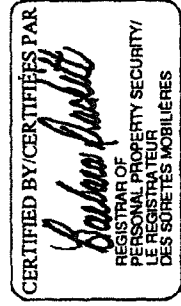
11 MOTOR YEAR MAKE
12 VEHICLE

13 GENERAL
14 CREDITORS
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.***

CONTINUED... 12



(c) 11/11/2017



REPORT : PSSR060
PAGE : 12
(3439)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 1C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAPTION PAGE TOTAL MOTOR VEHICLES REGISTERED REGISTERED
02 PAGES NO. OF PAGES SCHEDULE NUMBER UNDER
03 001 001 20150129 1600 1862 0766
04 RENEWAL CORRECT PERIOD

05 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS
06 001 X AMENDMENT
07 FIRST GIVEN NAME INITIAL SURNAME

08 BUSINESS NAME 2437533 ONTARIO INC.

09 OTHER CHANGE THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20141016
10 REASON/REGISTRATION 1450 1862 3051 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
11 TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.

12 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
13 DEBTOR/ FIRST GIVEN NAME INITIAL SURNAME
14 TRANSFEREE BUSINESS NAME BOWRING & CO. INC.

15 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. M6A 1L9

16 ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE

17 COLLATERAL CLASSIFICATION ADDRESS

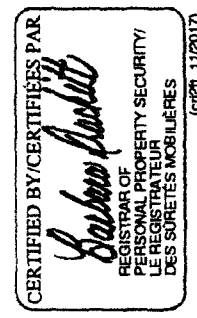
18 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR MATURETY DATE
19 NO. FIXED

20 YEAR MAKE MODEL V.I.N.

21 MOTOR VEHICLE GENERAL DISPOSITION AGENT OR ADDRESS MSX 1G5
22 GOMLING LAFLEUR HENDERSON LLP (CHRISTINE L. MARCHETTI) TORONTO
23 100 KING STREET WEST, SUITE 1600

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 13



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CORRECTION : 25OCT 2018

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CANUTON PAGE NO. OF PAGES 20181023 1514 1862 4907 REGISTERED UNDER
02 FILING NO. 001
03 FILE NUMBER 700738794
04 CORRECT PERIOD

05 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED GENERAL
06 AMENDMENT X INITIAL SURNAME YEARS
07 FIRST GIVEN NAME INITIAL SURNAME

08 BUSINESS NAME BOWLING & CO. INC.

09 OTHER CHANGE THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20141016 1450
10 DESCRIPTION 1862 3051 HAS BEEN AMENDED.

11 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
12 TRANSFEREE BUSINESS NAME 11041045 CANADA INC.
13 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO. WCA 119

14 ASSIGNOR SECURED PARTY/LEEN CLAIMANT/ASSIGNEE

15 ADDRESS

16 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FIXED
17 CONSUMER AMOUNT MATURITY OR MATURITY DATE

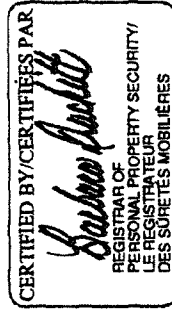
18 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

19 YEAR MAKE MODEL V.I.N.

20 MOTOR YEAR MAKE MODEL V.I.N.
21 VEHICLE
22 GENERAL
23 COMPANY/ COMPANY
24 DESCRIPTION
25 SECURED PARTY/ AGENT OF TORONTO ON MSX 165
26 LEEN CLAIMANT ADDRESS SOITE 1600, 100 KING STREET WEST TORONTO

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 14



(6/21/11/2017)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CREATION YEAR MOTOR VEHICLE REGISTRATION REGISTERED
YEAR NO. OF PAGES SCHEDULE NUMBER SCHEDULE NUMBER
001 1 693252126 20140624 1516 1590 4921

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS
1 1 0

FIRST GIVEN NAME INITIAL SURNAME
BOWLING & CO. INC.

OTHER CHANGE TO AMEND THE ADDRESS OF THE SECURED PARTY

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
111 ORFUS ROAD TORONTO ON M6A 1M4

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR MATURETY DATE

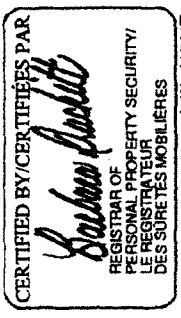
YEAR MAKE MODEL V.I.N.

REGISTRATION AGENT OR SECURED PARTY ADDRESS TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

ONTARIO CORPORATION NO.



REPORT : FSSR060
PAGE : 16
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE NUMBER : 25OCT 2018

FORM PC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PACKS TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF ENGINES SCHEDULE NUMBER UNDER
001 1 20150130 1529 1590 8895

RECORD FILE NUMBER 693252126
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL
21 1 1 E TRANSFER YEARS PERIOD
FIRST GIVEN NAME INITIAL SURNAME

REFERENCES DEBTOR / TRANSFEROR BUSINESS NAME BOWRING & CO. INC.

OTHER CHANGE DEBTOR / TRANSFEROR BUSINESS NAME BOWRING & CO. INC.
25
26 REASON / DESCRIPTION
27
28

02 / DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05
03 / DEBTOR / TRANSFEROR BUSINESS NAME 2437533 ONTARIO INC.
06

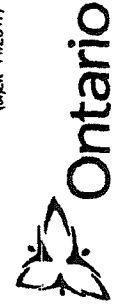
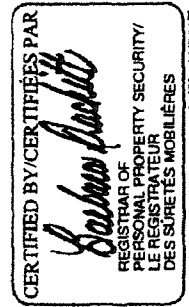
04 / 07 ADDRESS 98 ORFUS ROAD TORONTO
-ONTARIO CORPORATION NO. M6A 119

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION ADDRESS
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO. FIXED MATURITY OR MATURITY DATE
MODEL V.I.N.

11 MOTOR YEAR MAKE
12 VEHICLE GENERAL
13
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR ADDRESS TORONTO TORONTO
17 SECURITY ENTITY / BIRTH CLAIMANT ADDRESS 1500 - 151 YONGE STREET TORONTO MSC 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 17



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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FOR AN IN-DEPTH CHANGE STATEMENT / CHANGE STATEMENT

01 DEBTOR PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
02 FILING NO. OF PAGES SCHEDULE NUMBER ORDER
03 001 1 20150130 1603 1590 8917

21 RECORD FILE NUMBER 693252126
22 CHANGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS CURRENT
23 AMENDED X A AMENDMENT INITIAL SURNAME PERIOD
24 BUSINESS NAME 2437533 ONTARIO INC.

25 OTHER CHANGE AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
26 REASON/ AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.
27 DESCRIPTION

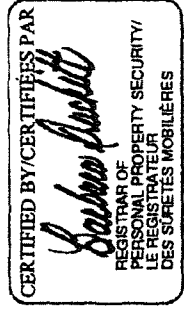
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03/ DEBTOR/ BUSINESS NAME BOWLING & CO. INC.
04/ TRANSFEREE ADDRESS 98 ORFUS ROAD TORONTO
05/ ADDRESS 98 ORFUS ROAD TORONTO

29 ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR TORIN MANES LLP (F. SUDLEY/S. JANKOWSKI) TORONTO M5C 2W7
12 VEHICLE 1500 - 151 YONGE STREET
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE ADDRESS TORONTO M5C 2W7
17 ALIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 18



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PAGE : 18
(3445)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RDN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMMENCED ON : BOWRING & CO. INC.
FILE CONCERN : 25OCT 2018

FORM 25 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 001 20181019 1120 1862 4659

01 RECORD FILE NUMBER 693252126
21 REFERENCE PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED CORRECT
X X X AMENDMENT PERIOD

22 DEBTOR/ TRANSFEROR FIRST-GIVEN NAME INITIAL SURNAME
BOWRING & CO. INC.

23 OTHER CHANGE TO REFLECT A CHANGE IN THE DEBTOR'S NAME AND ADDRESS

02/ REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/ TRANSFEROR BUSINESS NAME 11041045 CANADA INC.
06 ADDRESS 800 RENE-LEVESQUE BLVD. WEST, SUITE 2220 MONTREAL.

ONTARIO CORPORATION NO. H3B-1X9

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 COLLATERAL CLASSIFICATION ADDRESS

09 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL

13 COLLATERAL

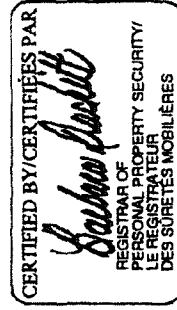
14 RECEIVING AGENT OR

15 SECURED PARTY/ LIEN CLAIMANT

17 BORDEN LADNER GERVAIS LLP (O. TARDIF)
22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19



(enr) 11/2017



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CORRECTION : 25OCT 2018

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
21 FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 1 20150130 1529 1590 8896

02 RECORD FILE NUMBER 693252144
21 REPERCHED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD
E TRANSFER INITIAL SURNAME

22 FIRST GIVEN NAME BOWRING & CO. INC.
23 BUSINESS NAME BOWRING & CO. INC.
24 DEBTOR / TRANSFEROR

25 OTHER CHANGE
26 PERSON / DESCRIPTION
27 DATE OF BIRTH
28 FIRST GIVEN NAME INITIAL SURNAME

02/ DEBTOR / TRANSFEREE
05 BUSINESS NAME 2437533 ONTARIO INC.
03/ ADDRESS 98 ORFUS ROAD
06 TORONTO

04/07 ONTARIO CORPORATION NO. M6A-1L9

29 ASSIGNOR SECURITY PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09 COLLATERAL CLASSIFICATION

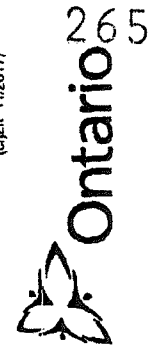
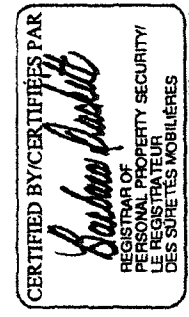
10 GOODS INVENTORY ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15 REGISTERING AGENT OR
16 SECURED PARTY/ LIEN CLAIMANT

17 TORKIN MANES LLP (F. SULLAY/S. JANKOWSKI) TORONTO
1500 - 151 YONGE STREET ON M5C 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED ... 21



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 239
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FULL CURRENCY : 25OCT 2018

YEAR TO FINANCING CHANGE STATEMENT / CHANGE STATEMENT

QUANTITY PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER PERIOD
001 1 20150130 1603 1590 8918

RECORD FIVE NUMBER 693252144
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD
1 X 1 AMENDMENT YEARS
INITIAL SURNAME

FIRST GIVEN NAME 2437533 ONTARIO INC.
BUSINESS NAME

OTHER CHANGE AMENDED TO REFLECT THE NAME CHANGE OF THE DEBTOR.

REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
TRANSFEROR BUSINESS NAME BOWRING & CO. INC.

04/07 ADDRESS 98 ORFUS ROAD TORONTO
ONTARIO CORPORATION NO. MGA 115

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

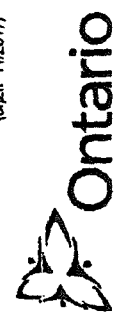
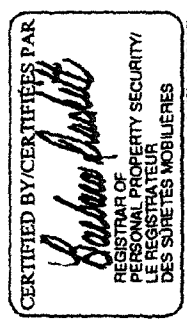
COLLATERAL CLASSIFICATION ADDRESS
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY DATE DATE OF MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR TORONTO
12 VEHICLE TORONTO
13 GENERAL TORONTO
14 COLLATERAL TORONTO
15 DESCRIPTION TORONTO
16 REGISTRATION AGENT OR TORONTO
17 SECURED PARTY/ ADDRESS TORONTO

TORONTO M5C 2W7
TORPIN NAMES LLP (F. SULLEY/S. JANKOWSKI)
1500 - 151 YONGE STREET

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 22



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CHAPTER PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 1 20181024 1502 1590 1486

RECORD NO. FILE NUMBER 693252144
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS CORRECT PERIOD
001 1 20181024 1502 1590 1486

REFERENCES :
DEBTOR / TRANSFEROR :
BUSINESS NAME : BOWLING & CO. INC.
FIRST GIVEN NAME : INITIAL : SURNAME

OTHER CHANGE :
REASON / DESCRIPTION : AMENDED TO INCLUDE AN ADDITIONAL DEBTOR PURSUANT TO THE FILING OF ARTICLES OF CONTINUANCE ON OCTOBER 12, 2018.

DEBTOR / TRANSFEROR :
DATE OF BIRTH :
FIRST GIVEN NAME : INITIAL : SURNAME :
BUSINESS NAME : 11041045 CANADA INC.
ADDRESS : 800, RENS-LEVESQUE BLVD. W., SUITE 2220 MONTREAL

ONTARIO CORPORATION NO. H3B-1X9

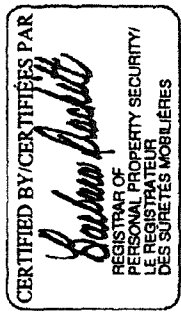
ASSIGNOR :
SECURED PARTY/BIEN-CLAMANT/ASSIGNE :
ADDRESS :

COLLATERAL CLASSIFICATION :
CONSUMER :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : MOTOR VEHICLE DATE OF MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.
11 MOTOR :
12 VEHICLE :
13 GENERAL :
14 COLLATERAL :
15 DESCRIPTION :
16 RECEIVING AGENT OR : TORONTO ON M5C 2W7
17 SECURED PARTY/BIEN-CLAMANT/ASSIGNE :
ADDRESS : 1500 151 YONGE STREET

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 23



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PAGE : 23
(3450)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
683085783

00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILE NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20121123 1451 1530 3868 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME BENIX & CO. INC. TORONTO ON M6A 1L9
04 ADDRESS 98 ORFUS RD

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME HOLLAND LEASING (1995) LTD. MONTREAL QC H4P 2J2
07 ADDRESS 8525 DECARIE BLVD

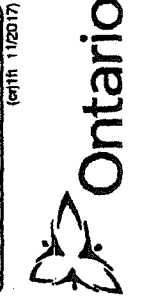
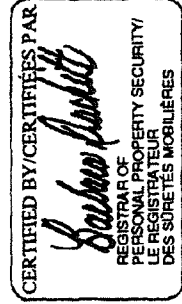
08 SECURED PARTY / DATE OF MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
LIEN CLAIMANT LIEN CLAIMANT INCURRED MINORITY OR MATURITY DATE
10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X 75000 ZINGV2016

11 MOTOR YEAR MAKE MODEL VEHICLE NO.
12 VEHICLE 2013 LANDROVER RANGE ROVER SALES#D45DA771689

13 GENERAL REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
14 COMMENTS ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3G8
15 DESCRIPTION
16 AGENT
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM PC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CHRYSLER PAGE MOTOR VEHICLE REGISTRATION REISSUED
FILING NO. OF PAGES SCHEDULES NUMBER UNDER
01 001 20161006 1004 1462 0543

RECORD FILE NUMBER 683086383
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
CORRECT PERIOD

DEBTOR / TRANSFEROR BUSINESS NAME BENIX & CO INC
FIRST GIVEN NAME INITIAL SURNAME

OTHER CHANGE
DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
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DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR / TRANSFEROR BUSINESS NAME BOWLING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

ONTARIO CORPORATION NO.
ON M64119

TORONTO

ASSIGNOR
SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

YEAR MAKE MODEL

MOTOR VEHICLE

GENERAL

COMPANION

DESCRIPTION

REGISTERS AGENT OR

SECURED PARTY/ALIEN CLAIMANT

DATE OF MATURITY OR MATURITY DATE

AMOUNT

V.I.N.

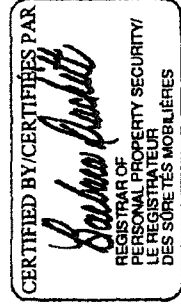
HOLLAND LEASING 1995 LTD
8525 DECARIE BLVD

MONTREAL

QC H4P2J2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25



(s/n 11/2017)



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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CORRECT : 25OCT 2018

FORM 26 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CUSTOMER PAGE MOTOR VEHICLE REGISTRATION REGISTERED
02 FILING NO. OF PAGES SCHEDULE NUMBER ORDER
03 FILE NUMBER I 20161011 1477 1793 8107
04 RECORDED 683086383
05 PAGE AMENDED: NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD
06 INITIAL SURNAME I

07 BUSINESS NAME BOWLING & CO INC
08 FIRST GIVEN NAME
09 INITIAL SURNAME

10 DATE OF BIRTH
11 FIRST GIVEN NAME
12 INITIAL SURNAME

13 DEPTOR/ TRANSFEREE BUSINESS NAME
14 ADDRESS
15 ONTARIO CORPORATION NO.

16 ASSIGNOR
17 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

18 COLLATERAL CLASSIFICATION
19 ADDRESS

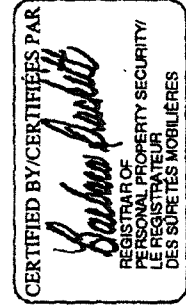
20 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MAJORITY OR MATURITY DATE
21 YEAR MAKE MODEL V.I.N.

22 MOTOR VEHICLE GENERAL DESCRIPTION
23 HOLLAND LEASING 1995 LTD
24 8525 DECARIE BLVD

25 SECURED PARTY/ AGENT OR LIEN CLAIMANT
26 MONTREAL QC H4P2J2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . . 26



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PAGE : 26
(3453)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TITLE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE COMPANY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CARRIER PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 1 20171024 1553 1793 2734

RECORD FILE NUMBER 683086383
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED REISSUE PERIOD
001 1 001 1

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME BOWRING & CO INC
FIRST GIVEN NAME INITIAL SURNAME

OTHER CHANGE PERSON/ DESCRIPTION DEBTOR/ TRANSFEROR BUSINESS NAME INITIAL SURNAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

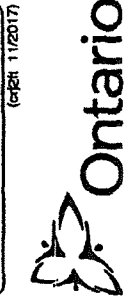
MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION SECURED PARTY AGENT OR ADDRESS

11 12 13 14 15 16 17
MONTREAL QC H4B1V8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

ONTARIO CORPORATION NO.



REPORT : PSSR060
PAGE : 27
(3454)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CATEGORY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
627702787

00 CREDITORS PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FINANCING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20060808 1547 1590 0301 P PFSA 5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BOWLING & CO. INC. TORONTO
98 ORPUS ROAD

ONTARIO CORPORATION NO.
ON M6A 1L9

02 DEBTOR BUSINESS NAME ADDRESS
03 NAME BOWLING & CO. INC. TORONTO
04 98 ORPUS ROAD

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS
07 ADDRESS CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR TORONTO ON M5G 2C2

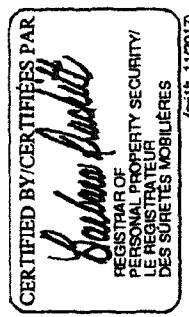
COLLATERAL CLASSIFICATION

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED DATE OF MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING GOODMAN AND CARR LLP (ATTENTION - JAMES HOFFNER - 0601691)
17 ASSET ADDRESS 200 KING STREET WEST, SUITE 2300 TORONTO ON M5H 3W5



CONTINUED ... 28

REPORT : P5SR060
PAGE : 28
(3455)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE MOTOR VEHICLES REGISTRATION REGISTRATION
FILE NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20110615 1051 1529 2256

RECORD FILE NUMBER 627782787
NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
X B RENEWAL 5
YEARS

PAGE AMENDED FIRST GIVEN NAME INITIAL SURNAME
X BOWRING & CO. LTD

OTHER CHANGE
REASON/ DESCRIPTION
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS
04/07

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

COLLATERAL CLASSIFICATION ADDRESS

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR MATURITY DATE

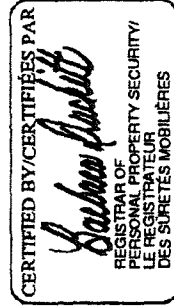
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

AGENTS AGENT OR ADDRESS BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29



(Form 11/2017)



REPORT : PSSR060
PAGE : 29
(3456)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 36 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CRATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 001 20150121 1449 1862 9644

RECORD FILE NUMBER 627782787
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
001 001 X F TRANSFER F PERIOD

REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
BOWRING & CO. INC.

OTHER CHANGE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
2437533 ONTARIO INC.

DATE OF BIRTH BUSINESS NAME ADDRESS
98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO.
ON MGA 119

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS

COLLATERAL CLASSIFICATION
ADDRESS

CODE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR DATE OF MATURITY DATE
MOTOR VEHICLE NO. FIXED

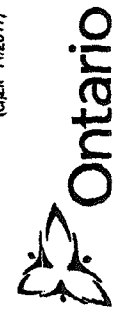
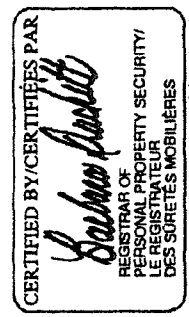
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DISPOSITION REGISTERED PARTY/ AGENT OR SECURED PARTY/ LIEN CLAIMANT
GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
#1600, 1 FIRST CDN PLACE, 100 KING STR W TORONTO

ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30



REPORT : PSSR060
PAGE : 30
(3457)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 4E FINANCING CHANGE STATEMENT / CHANGE STATEMENT

ONTARIO PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER ORDER
001 001 20150129 1600 1862 0264

RECORD FILE NUMBER 627782787
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL, CORRECT
REFERENCE FIRST GIVEN NAME INITIAL SURNAME YEARS PERIOD
23 BUSINESS NAME 2437533 ONTARIO INC. X

OTHER CHANGE THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
REASON/ DESCRIPTION 1449 1862 9644 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.

DEBTOR/ TRANSFEREE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 BUSINESS NAME BOWRING & CO. INC.
06 ADDRESS 98 ORFUS ROAD TORONTO
04/07 ONTARIO CORPORATION NO. W6A 119

29 ASSIGNOR SECURED PARTY/LIEN-CLAIMANT/ASSIGNEE

08 ADDRESS

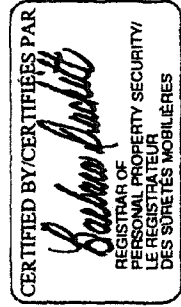
09 COLLATERAL CLASSIFICATION ADDRESS
CONSUMER MOTOR VEHICLE DATE OF NO. FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL
13 GENERAL COLLATERAL
14 COLLATERAL
15 DESCRIPTION
16 PROCEEDING AGENT OR GOWLING LAFLEUR HENDERSON LLP (CLM)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 100 KING STREET WEST, SUITE 1600 TORONTO ON MSX 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 31



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENT : 25OCT 2018

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 70160526 1441 1530 3065

RECORD FILE NUMBER 627782787
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED CORRECT
X B RENEWAL PERIODS
INITIAL SURNAME 5

BUSINESS NAME BOWRING & CO. INC.
FIRST GIVEN NAME INITIAL SURNAME

OTHER CHANGE
TRANSUN/ DESCRIPTION
RATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ BUSINESS NAME
TRANSFERS F-BUSINESS NAME
ADDRESS

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION CONSUMER

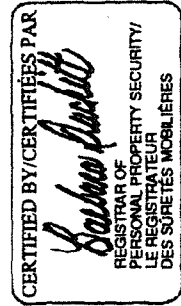
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR DATE OF MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE NO. FIXED
GENERAL COMPARTMENT BURNABY EC V5G 3S8
REGISTRATION AGENT OR ADDRESS
SECURED PARTY/ALIEN CLAIMANT D-H LIMITED PARTNERSHIP SUITE 200, 4126 NORLAND AVENUE BURNABY EC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . . 32



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 40 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CHAPTER NO. ON PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILE NO. 001 001 20181023 1514 1962 4908 ORDER

RECORD FILE NUMBER 627782787
PAGE-AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS CURRENT
REFERENCED X A AMENDMENT PERIOD

REFRESH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ TRANSFEROR BUSINESS NAME BOWLING & CO. INC.

OTHER CHANGE THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20060808 1547
REASON/ DESCRIPTION 1590 0301 HAS BEEN AMENDED.

DEBTOR/ TRANSFEROR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME 11041045 CANADA INC.

ADDRESS 98 ORFUS ROAD TORONTO
ONTARIO CORPORATION NO. W6A 119

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

COLLATERAL CLASSIFICATION ADDRESS
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCURRED AMOUNT MATURITY OR MATURITY DATE

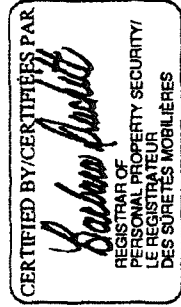
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE NO. FILED
VEHICLE GENUINE TORONTO M5X 1G5
COLLATERAL CLASSIFICATION TORONTO

EXCISE/SALES TAX AGENT OR ADDRESS
SECURED PARTY/LIEN CLAIMANT GOWLING WLG (CANADA) LLP (T. GERTNER)
SUITE 1600, 100 KING STREET WEST

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33



REPORT : PSSR060
PAGE : 33
(3460)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCHER CONDUCTED ON : BOWRING & CO. INC.
THIS CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 627782805
01 CAUTION : PAGE TOTAL MOTOR VEHICLE REGISTRATION : REGISTERED : REGISTRATION PERIOD :
FILING NO. OF PAGES : 001 1 20060808 1548 1590 0302 P PPSA 5

02 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
03 NAME : BUSINESS NAME : BENIX & CO. INC. : TORONTO : ONTARIO CORPORATION NO. : M6A 1L9
04 ADDRESS : 98 ORFUS ROAD

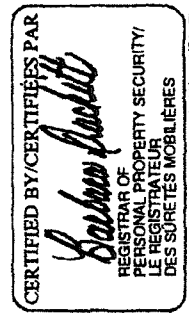
05 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
06 NAME : BUSINESS NAME : : TORONTO : ONTARIO CORPORATION NO. :
07 ADDRESS :

08 SECURED PARTY / CANADIAN IMPERIAL BANK OF COMMERCE : TORONTO : ON : M5G 2C2
09 LIEN CLAIMANT : ADDRESS : 595 BAY STREET, 5TH FLOOR

10 COLLATERAL CLASSIFICATION : MOTOR VEHICLE AMOUNT : DATE OF NO FINED
CONSUMER : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : MATURITY OR MATURITY DAVIS

11 MOTOR : YEAR MAKE : MODEL : V.I.N.
12 VEHICLE :
13 GENERAL :
14 COLLATERAL :
15 DESCRIPTION :

16 REGISTERING : GOODMAN AND CARR LLP (ATTENTION - JAMES HOFFNER - 0601691)
17 AGENT : ADDRESS : 200 KING STREET WEST, SUITE 2300 : TORONTO : ON : M5H 3W5
CONTINUED... 34



REPORT : PSSR060
PAGE : 34
(3461)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CRAYTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20110615 1051 1529 2257

01 RECORD FILE NUMBER 627782805
02 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED REPAIRS RENEWAL CORRECT PERIOD
03 REFERENCE INITIAL SURNAME INITIAL SURNAME
04 DEBTOR/ TRANSFEROR BUSINESS NAME BENIX & CO. INC. INITIAL SURNAME
05 OTHER CHARGE FIRST GIVEN NAME INITIAL SURNAME
06 TRANSFER DESCRIPTION FIRST GIVEN NAME INITIAL SURNAME

02/ DATE OF BIRTH
03/ BUSINESS NAME
04/07 ADDRESS

ONTARIO CORPORATION NO.

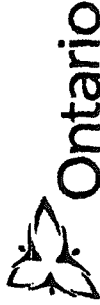
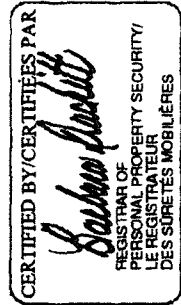
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 SECURITY
14 COLLATERAL
15 DESCRIPTION
16 REGISSING AGENT OR D+H LIMITED PARTNERSHIP BURNABY BC V5G 3S8
17 SECURED PARTY/ ADDRESS SUITE 200, 4126 NORLAND AVENUE
BEN STUBBART

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 35



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CORRECTION : 25OCT 2018

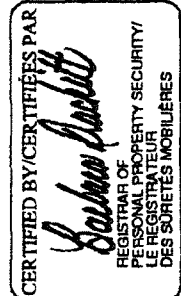
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21 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER UNDER
001 001 20150121 1449 1862 9643
22 RECORD FILE NUMBER 627782805
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
CORRECTION X E TRANSFER
23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ BUSINESS NAME BENVIX & CO. INC.
TRANSFEROR
25 OTHER CHANGE
26 REASON/ DESCRIPTION
27
28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/ 2437533 ONTARIO INC.
05 DEBTOR/ BUSINESS NAME 2437533 ONTARIO INC.
03/ TRANSFEREE
06
04/07 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. M6A 1L9

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 COLLATERAL CLASSIFICATION
ADDRESS
MOTOR VEHICLE NO. FIXED
INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DANCE
10 COPIES CONSUMER
YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE GENERAL
13 COLLATERAL
14 DESCRIPTION
15 ASSIGNING AGENT OR
16 SECURED PARTY/ ADDRESS
17 LIEN CLAIMANT

GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
#1600, 1 FIRST CDN PLACE, 100 KING STR W TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 36



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2010/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENT : 25OCT 2010

FORM 35 - CHANGING CHANGE STATEMENT / CHANGE STATEMENT

CRATION PAGE NO. OF ENTRIES SCHEDULES REGISTRATION NUMBER REGISTERED NUMBER
FILE NO. 001 001 20150129 1600 1862 0263

RECORDS FILE NUMBER 627782805
PAGE-AMENDED NO. SPECIFIC PAGE-AMENDED CHANGE REQUIRED REVISIONS CORRECT PERIOD
X A AMENDMENT YEARS

DEBTOR/ TRANSFEROR FIRST-GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME 2437533 ONTARIO INC.

OTHER CHANGE
25 THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
26 REVISION/ 1449 1862 9643 HAS CHANGED ITS NAME TO BOWRING & CO. INC. PURSUANT
27 DESCRIPTION TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.
28

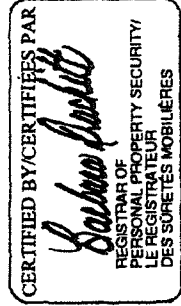
DEBTOR/ TRANSFEROR DATE-OF-BIRTH FIRST-GIVEN NAME INITIAL SURNAME
05 BUSINESS NAME BOWRING & CO. INC.
03/ TRANSFEROR ADDRESS 98 ORFUS ROAD
06 TORONTO
04/07 ONTARIO CORPORATION NO. MGA 119

ASSIGNOR SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09

COLLATERAL CLASSIFICATION
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT PAID OR MATURITY DATE
NO. FILED MATURITY OR MATURITY DATE

MOTOR VEHICLE MAKE MODEL V.L.N.
11 YEAR MAKE MODEL V.L.N.
12 VEHICLE
13 GENERAL
14 COMBUSTION
15 DESCRIPTION
16 REGISTRATION AGENT OR
17 SECURED PARTY/ALIEN CLAIMANT ADDRESS TORONTO M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 37



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

DIVISION FILE NO. OF PAGES NO. OF PAGES REGISTRATION NUMBER REGISTERED ORDER
01 01 001 20160526 1441 1530 3066

FILE NUMBER 627782805

PAGE AMENDED: NO SPECIFIC PAGE AMENDED
CORRECT PERIOD

FIRST GIVEN NAME INITIAL SURNAME
BENIX & CO. INC.

25 OTHER CHANGE
26 PERSON/DESCRIPTION
27
28

02/ DATE OF BIRTH
05 DEBTOR/ TRANSFEREE BUSINESS NAME
03/ BUSINESS NAME
06 ADDRESS
04/07

ONTARIO CORPORATION NO.

29 ASSIGNOR
HEIR/ PARTY/ALIEN CLAIMANT/ASSIGNER

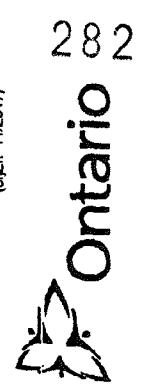
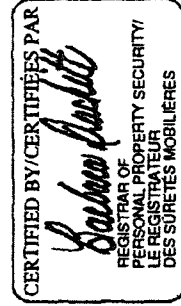
08 ADDRESS
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMABLE MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR D+H LIMITED PARTNERSHIP BURNABY BC V5G 3S8
17 SECURED PARTY ADDRESS SUITE 200, 4126 NORLAND AVENUE



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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REPORT : PSBR060
PAGE : 38
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION: PAGE NO. OF PAGES TOTAL MOTOR VEHICLES REGISTERED UNDER FILING NO. OF PAGES SCHEDULE NUMBER 20181024 1036 1862 4948

RECORDS FILE NUMBER 627782805

RENEWAL PERIOD

PAGE AMENDED NO-SPECIFIC PAGE AMENDED CHANGE REQUIRED INITIAL SURNAME CORRECT PERIOD
X A AMENDMENT

FIRST GIVEN NAME SURNAME

BUSINESS NAME BOWLING & CO. INC.

DEBTOR/ TRANSFEROR

DEBTOR/ TRANSFEROR

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME 11041045 CANADA INC.

ADDRESS 98 ORFUS ROAD TORONTO

ON TARIO CORPORATION NO. M6A 1L9

25 OTHER CHANGE THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20060808 1548

26 PERSON/ DESCRIPTION 1590 0302 HAS BEEN AMENDED.

28 DEBTOR/ TRANSFEROR

02/ 05 DEBTOR/ TRANSFEROR

03/ 06 DEBTOR/ TRANSFEROR

04/07 DEBTOR/ TRANSFEROR

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER

11 MOTOR VEHICLE

12 YEAR MAKE MODEL V.I.N.

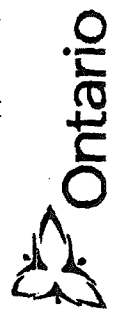
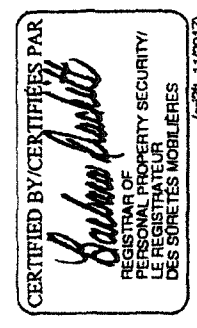
13 GENERAL

14 COMPLETION

15 DISPOSITION

16 FINANCING AGENT OR

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS TORONTO M5X 1G5



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

REPORT : PSSR060
PAGE : (3466)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
87682625

CANTON FARE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20011004 1802 1531 7998 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BENIX & CO. INC. TORONTO
98 ORFUS ROAD ON N6A 2L9

BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
BARNES & CASTLE TORONTO
98 ORFUS ROAD ON N6A 2L9

DATE OF BIRTH BUSINESS NAME ADDRESS
CANADIAN IMPERIAL BANK OF COMMERCE TORONTO
595 BAY STREET, 5TH FLOOR ON M5G 2C2

SECURED PARTY / LIEN CLAIMANT ADDRESS
CANADIAN IMPERIAL BANK OF COMMERCE TORONTO
595 BAY STREET, 5TH FLOOR ON M5G 2C2

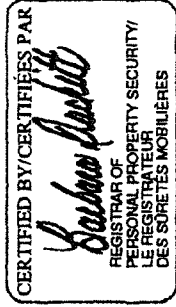
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE

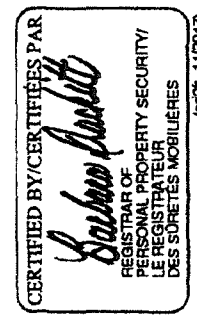
YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DISPOSITION THIS IS THE LATE RENEWAL PURSUANT TO SECTION 30(6) OF THE PERSONAL
PROPERTY SECURITIES ACT FOR REGISTRATION NUMBER 960412200518253570
REFERENCE FILE NUMBER 821031363

REGISTERING AGENT ADDRESS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1
CANADIAN SECURITIES REGISTRATION SYSTEMS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 40





REPORT : P5SR060
PAGE : 40
(3467)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242-54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 25 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGES TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
INDEX NO. OF PAGES WORKSHEET UNDER
01 20011023 1920 1531 2155

01 RECORD FILE NUMBER 876826629
21 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CURRENT
01 001 001 X A AMENDMENT YEARS PERIOD

22 FIRST GIVEN NAME BENIX & CO. INC.
23 BUSINESS NAME BENIX & CO. INC.

25 OTHER CHANGE
26 ADDITIONAL DEBTOR'S NAME HAS BEEN ADDED TO REGISTRATION NUMBER
27 DISCREPANCY 20011004180215317998 REFERENCE FILE NUMBER 876826629.

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/ BUSINESS NAME BENIX & CO.
03/ TRANSFEREE
06 BUSINESS NAME BENIX & CO.

04/07 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO. ON M5A 2L9

29 ASSIGNOR
30 SECURED PARTY/ALIEN CLAIMANT/ASSIGNEE
31 ADDRESS

08 COLLATERAL CLASSIFICATION ADDRESS
09 CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR NO. FIXED DATE OF MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE
13 GENERAL

14 COLLATERAL CANADIAN SECURITIES REGISTRATION SYSTEMS
15 DESCRIPTION SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1
16 REGISSERING AGENT OR
17 SECURED PARTY/ALIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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REPORT : PSSR060
PAGE : 41
(3468)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REASON FOR FILING : 01
TOTAL MOTOR VEHICLES REGISTERED : 20060822 1944 1531 6618
PAGE AMENDED : 87682629
NO SPECIFIC PAGE AMENDED : 5

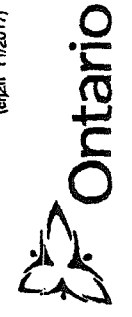
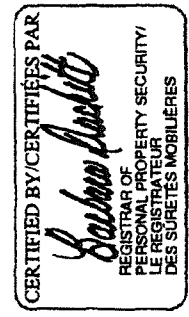
RECORD REFERENCE : 01
BUSINESS NAME : BENIX & CO. INC.
FIRST GIVEN NAME :
SURNAME :
INITIAL :
DATE OF BIRTH :
BUSINESS NAME :
ADDRESS :

OTHER CHANGE REASON / DESCRIPTION :
DEBTOR / TRANSFEREE :
DATE OF BIRTH :
BUSINESS NAME :
ADDRESS :

ASSIGNOR SECURITY PARTY/LIEN CLAIMANT/ASSIGNEE :
ADDRESS :

COLLATERAL CLASSIFICATION :
CONSUMER :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
YEAR MAKE :
MODEL :
MOTOR VEHICLE INCLUDED :
DATE OF MATURITY OR MATURITY DATE :
NO. FIXED :
V.I.N. :

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION :
REGISTRATION AGENT OR SECURED PARTY / LIEN CLAIMANT :
ADDRESS :
CANADIAN SECURITIES REGISTRATION SYSTEM
SUITE 180-13571 COMMERCE PARKWAY
RICHMOND BC V6V2L1



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 42

REPORT : P5SR060
PAGE : 42
(3469)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENT : 25 OCT 2018

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 EXTENSION PAGES 01
 21 REGISTRATION NO. OF PAGES 001
 FILE NUMBER 876826629
 REGISTRATION NUMBER 20110805 1946 1531 0623
 CORRECT PERIOD 5
 CHANGES REQUIRED B RENEWAL
 INITIAL SURNAME
 FIRST GIVEN NAME
 BUSINESS NAME BENIX & CO. INC.
 FIRST GIVEN NAME
 DATE OF BIRTH
 DEBTOR/ TRANSFEROR BUSINESS NAME
 ADDRESS
 04/07

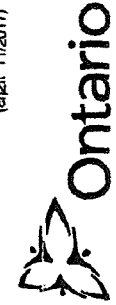
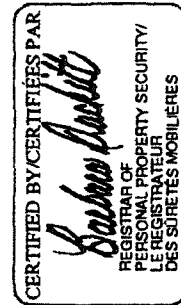
ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LEEN CLAIMANT/ASSIGNEE
 ADDRESS

08 COLLATERAL CLASSIFICATION
 09 CONSUMER
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MAJORITY DATE
 MODEL V.I.N.

11 MOTOR YEAR MAKE
 12 VEHICLE
 13 GENERAL
 14 COMMERCIAL
 15 INSURANCE
 16 INSURANCE AGENT OR
 17 SECURED PARTY ADDRESS D-H LIMITED PARTNERSHIP BC V5G 3S8
 LEEN CLAIMANT SUITE 200, 4126 NORLAND AVENUE BURBARY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 43



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CREATION RANGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF ENGINES SCHEDULE NUMBER ORDER
001 001 20150121 1449 1867 9645

01 RECORD FILE NUMBER 876826629
21 REFINANCED PAGE-AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
REASON/ TRANSFER INITIAL SURNAME

22 DEBTOR/ TRANSFEROR BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
24 BENIX & CO. INC. HENIX & CO. INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DEBTOR/ TRANSFEROR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 2437533 ONTARIO INC.
03/ BUSINESS NAME
06 98 ORFUS ROAD
04/07 ADDRESS TORONTO

29 ASSIGNOR SECURITY PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09

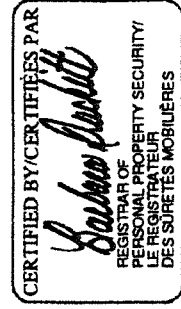
10 COLLATERAL CLASSIFICATION CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER AMOUNT Maturity OR Maturity DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15 REGISTERING AGENT OR
16 SECURED PARTY/ ADDRESS
17 LIEN CLAIMANT

GOWLING LAFLEUR HENDERSON LLP (KELBY CARTER)
#1600, 1 FIRST CDN PLACE, 100 KING STR W TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 44

ONTARIO CORPORATION NO.
ON W6A 1L9



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWLING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM FC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILE NO. OF PAGES SCHEDULE NUMBER NUMBER NUMBER
001 001 20150129 1600 1862 0265

RECORD FILE NUMBER 876826629
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
X AMENDMENT X AMENDMENT YEARS PERIOD
FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME 2437533 ONTARIO INC.

OTHER CHANGE THE DEBTOR ON LINE 03 OF PAGE 001 OF REGISTRATION NUMBER 20150121
REASON/ DESCRIPTION 1449 1862 9645 HAS CHANGED ITS NAME TO BOWLING & CO. INC. PURSUANT
TO ARTICLES OF AMENDMENT DATED JANUARY 22, 2015.

DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 BOWLING & CO. INC.
03/ BUSINESS NAME BOWLING & CO. INC.
06 98 ORFUS ROAD

ONTARIO CORPORATION NO. ON M5A 1L9

TORONTO

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FIXED
CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

V.I.N.

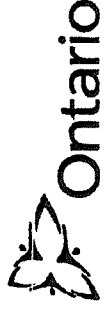
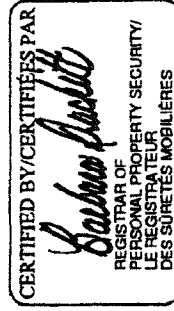
MODEL

YEAR MAKE

11 MOTOR TORONTO
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DEBTOR/ AGENT OR
16 SECURED PARTY/ AGENT OR
17 ADDRESS TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 25OCT 2018

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION: THIS INFORMATION IS UNCLASSIFIED
FILE NO. OF PAGES: 01
SCHEDULE NUMBER: 20160920 1038 1529 3916
FILE NUMBER: 876826629

PAGE AMENDED: NO SPECIFIC PAGE AMENDED
CHANGE REQUIRED: 5
RENEWAL PERIOD: 5
INITIAL: SURNAME

FIRST GIVEN NAME: BENIX & CO. INC.
BUSINESS NAME: BENIX & CO. INC.

OTHER CHANGE: NONE
REASON/DESCRIPTION: NONE

DEBTOR/TRANSFER: NONE
DATE OF BIRTH: NONE
FIRST GIVEN NAME: NONE
INITIAL: NONE
SURNAME: NONE

ASSIGNOR: NONE
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE: NONE

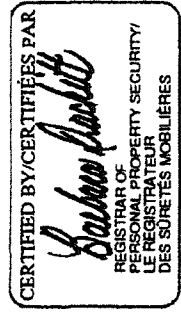
COLLATERAL CLASSIFICATION: NONE
ADDRESS: NONE
GOODS: INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED: NONE
MOTOR VEHICLE: NONE
DATE OF MATURITY OR MATURITY DATE: NONE

10 YEAR MAKE MODEL V.I.N.
11 MOTOR VEHICLE
12 VEHICLE'S GENERAL DESCRIPTION
13 GENERAL DESCRIPTION
14 COLLATERAL DESCRIPTION
15 REGISTRATION AGENT OR
16 SECURED PARTY/ADDRESS: D-H LIMITED PARTNERSHIP
17 FILE NUMBER: SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

ONTARIO CORPORATION NO.



REPORT : FSSR060
PAGE : 46
(3473)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 299
RUN DATE : 2018/10/26
ID : 20181026152242.54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMMENCED ON : BOWLING & CO. INC.
FILE CURRENT : 25OCT 2018

FORM 2IC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CARAVON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
02 FILING NO. OF PAGES SCHEDULE NUMBER 20181024 1036 1862 4949 INDEX
03 FILE NUMBER 876826629 RENEWAL PERIOD

04 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
05 FIRST GIVEN NAME INITIAL SURNAME A AMENDMENT YEARS

06 BUSINESS NAME BOWLING & CO. INC.

07 OTHER CHANGE THE NAME OF THE DEBTOR ON LINE 03 OF REGISTRATION NO. 20011004 1802
08 REASON/ DESCRIPTION 1531 7998 HAS BEEN AMENDED.

09 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
10 TRANSFEREE BUSINESS NAME 11041045 CANADA INC.
11 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO. 166A 1L9

12 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNER
13 ADDRESS

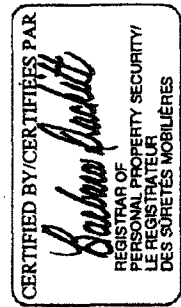
14 COLLATERAL CLASSIFICATION ADDRESS
15 CONSUMER MOTOR VEHICLE DATE OF NO. FIXED
16 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCODES AMOUNT MATURITY OR MATURITY DATE

17 YEAR MAKE MODEL V.I.N.

18 MOTOR YEAR MAKE MODEL V.I.N.
19 VEHICLE
20 GENERAL
21 COLLATERAL
22 DESCRIPTION
23 SECURED PARTY/ AGENT OR GOWLING WIG (CANADA) LLP (T. GERTNER) TORONTO M5X 1G5
24 LIEN CLAIMANT SUITE 1600, 100 KING STREET WEST

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47



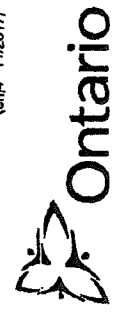
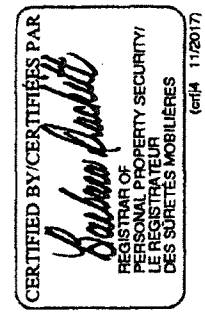
RUN NUMBER : 299
 RUN DATE : 2018/10/26
 ID : 20181026152242.54
 PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE
 REPORT : PSSR060
 PAGE : 47
 (3474)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOWRING & CO. INC.
 FILE CURRENCY : 25OCT 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

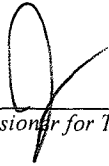
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720807552	20160921 1200 1793 7540			
702786051	20150106 1438 1590 7235	20150130 1526 1590 8891	20181019 1121 1862 4660	
702794889	20150106 1617 1590 7254	20150130 1527 1590 8892	20181024 1459 1590 1479	
700738794	20141016 1450 1862 3051	20150129 1600 1862 0266	20181023 1514 1862 4907	
693252126	20140120 1405 1590 5065	20140624 1516 1590 4921	20150130 1529 1590 8895	20150130 1603 1590 8917
	20181019 1120 1862 4659			
693252144	20140120 1405 1590 5066	20150130 1529 1590 8896	20150130 1603 1590 8918	20181024 1502 1590 1486
683086383	20121123 1451 1530 3868	20161006 1004 1462 0543	20161011 1427 1793 8107	20171024 1553 1793 2734
627782787	20060808 1547 1590 0301	20110615 1051 1529 2256	20150121 1449 1862 9644	20150129 1600 1862 0264
	20160526 1441 1530 3065	20181023 1514 1862 4908		
627782805	20060808 1548 1590 0302	20110615 1051 1529 2257	20150121 1449 1862 9643	20150129 1600 1862 0263
	20160526 1441 1530 3066	20181024 1036 1862 4948		
876826629	20011004 1802 1531 7998	20011023 1820 1531 2155	20060822 1944 1531 6618	20110805 1946 1531 0623
	20150121 1449 1862 9645	20150129 1600 1862 0265	20160920 1038 1529 3916	20181024 1036 1862 4949

44 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



TAB F

This is Exhibit "F" referred to in the Affidavit of Fred Benitah
sworn December 11, 2018

A handwritten signature in black ink, consisting of a large, stylized loop followed by a few short strokes.

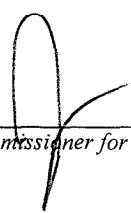
Commissioner for Taking Affidavits (or as may be)

Estimated Jan/19 Store Costs
(\$000's)

Banner	Store #	Store Name
Bombay (6)	928	HYDE PARK
	929	BAYVIEW GLEN
	957	VAUGHAN MILLS
	990	TRINITY COMMON
	992	HEARTLAND TOWN CENTRE
	991	RIOCAN COLOSSUS CENTRE
Bowring (12)	325	HOME & DESIGN CENTRE
	326	HEARTLAND TOWN CENTRE
	327	TRINITY COMMON
	328	RIO-CAN DURHAM CENTRE
	329	COLOSSUS CENTRE
	330	FIRST MARKHAM PLACE
	336	GREEN LANE
	338	BOWRING OUTLET
	381	TANGER COOKSTOWN
	616	BRAMALEA CITY CENTRE
	322	ERIN MILLS TOWN CENTRE
	369	DUFFERIN MALL

TAB G

This is Exhibit "G" referred to in the Affidavit of Fred Benitah
sworn December 11, 2018



Commissioner for Taking Affidavits (or as may be)

MERCHANT RETAIL SOLUTIONS ULC GORDON BROTHERS CANADA ULC

October 31, 2018

VIA EMAIL

Mr. Fred Benitah
Fluid Brands Inc.
11041037 Canada Inc.
11041045 Canada Inc.
98 Orfus Road
Toronto, Ontario
Canada M6A 1L9

Re: Letter Agreement Governing Inventory Disposition

Dear Fred:

This letter shall serve as an agreement (“Consulting Agreement”) between a joint venture comprised of Merchant Retail Solutions, ULC, an affiliate of Hilco Merchant Resources, LLC, and Gordon Brothers Canada ULC, an affiliate of Gordon Brothers Retail Partners, LLC, on the one hand (“Consultant” or a “Party”), and Fluid Brands Inc., 11041037 Canada Inc. and 11041045 Canada Inc., on the other hand (collectively, “Merchant” or a “Party” and together with the Consultant, the “Parties”), under which Consultant shall act as exclusive consultant to Merchant for the purpose of advising with respect to a sale of certain Merchandise (as defined below) at the Merchant’s stores set forth on Exhibit A (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale as approved in writing by Merchant (the “Sale”). The Merchant may elect to increase or decrease the number of Stores included in the Sale and/or transfer Merchandise to/from the non-closing stores during the Sale, at its discretion. To the extent necessary, Merchant and Consultant will mutually agree on any modifications to the Expense Budget as a result of the increase or decrease in the number of Stores included in the Sale. Only Merchant-approved Sale terminology will be utilized at each Store.

On October 25 2018, each Merchant filed a Notice of Intention to Make a Proposal (“NOI”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3. (“BIA”) with Richter Advisory Group Inc. as proposal trustee (the “Trustee”). The Merchant intends to file an application with the Ontario Superior Court of Justice (Commercial List) (the “Court”) seeking an order approving, among other things, this Consulting Agreement and the conduct of the Sale, in accordance with the terms hereof and the Sale Guidelines (the “Order”).

The Consultant and the Merchant agree and acknowledge that the entering into of this Consulting Agreement by the Merchant is subject to the issuance of the Order approving, among other things, this Consulting Agreement and the conduct of the Sale and that should the Order not be obtained, this Consulting Agreement shall have no force or effect.

A. Merchandise

For purposes hereof, "Merchandise" shall mean all goods, sale-able in the ordinary course, located in the Stores on the Sale Commencement Date, as well as certain inventory currently located or to be located in the Merchant's distribution center which Merchant requires to be sold through the Sale. "Merchandise" does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, "FF&E"); or (3) damaged or defective merchandise that cannot be sold.

B. Sale Term

For each Store, the Sale shall commence on the first calendar day after issuance of the Order (the "Sale Commencement Date") and conclude by no later than December 31, 2018 (the "Sale Termination Date"); provided, however, that the Parties, with the prior approval of the Trustee, may mutually agree in writing to extend, or Merchant, with the prior approval of the Trustee, may in writing elect to terminate the Sale at any Store prior to the Sale Termination Date. The Consultant acknowledges that, pursuant to Section 65.11 of the BIA, it is the intention of the Merchant to give thirty (30) days' notice of disclaimer of the lease agreement for each Store by no later than thirty (30) days prior to the Sale Termination Date, so that the effective date of the disclaimer of the lease coincides with the Sale Termination Date. If the Consultant recommends the termination of the Sale at any Store prior to the Sale Termination Date, the Consultant shall provide the Merchant with notice of that recommendation no less than thirty-five (35) days prior to the revised Sale Termination Date applicable to such Store in order to allow the Merchant to give notice of disclaimer of the lease thirty (30) days prior to the revised Sale Termination Date applicable to such Store. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the "Sale Term." At the conclusion of the Sale, Consultant shall arrange that the premises for each Store are in "broom swept" and clean condition; provided, however, Merchant shall bear all costs and expenses associated with surrendering the premises to the landlords according to the budget to be established by Merchant and Consultant. At the conclusion of the Sale at each Store, Consultant shall photographically document the condition of each such Store.

C. Project Management

(i) Consultant's Undertakings

During the Sale Term, Consultant shall (a) provide qualified supervisors (the "Supervisors") engaged by Consultant to oversee the management of the Stores, the aggregate number of Supervisors to be determined in consultation with the Merchant; (b) recommend appropriate point-of-sale and external advertising for the Stores, for approval in writing by Merchant; (c) recommend appropriate pricing and discounts of Merchandise and staffing levels for the Stores and appropriate bonus and incentive programs, if any, for the Stores' employees, for approval in writing by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category, provide sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) advise on the appropriate Sale Termination Date of each Store and inventory consolidation matters; (i) advise and assist the Merchant in the development and implementation of a program in connection with open

customer orders and customer deposit and pre-payment matters; and (j) provide such other related services deemed necessary or appropriate by Merchant and Consultant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant's hiring or engagement of the Supervisors, and the Supervisors shall not be considered or deemed to be employees or consultants of Merchant.

The Supervisors shall include one full time qualified lead supervisor and one full time project controller for this engagement, the expense for which is included in the Budget. In consideration of Consultant's engagement of the Supervisors, the Merchant agrees to pay the Consultant, as a Sale Expense, the Supervisor-related costs, expenses and deferred compensation, in accordance with and subject to the Budget (collectively, the "Supervisor Costs"). The Merchant shall reimburse the Consultant for all Supervisor Costs weekly, based upon invoices or other documentation reasonably satisfactory to the Merchant.

(ii) Merchant's Undertakings

All sales of Merchandise during the Sale Term shall be made by Merchant for its own account. Accordingly, during the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all HST/GST and other applicable taxes assessed on the sale of the Merchandise and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Consultant and the Supervisors; (f) execute all agreements determined by the Merchant to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; and (h) provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at Merchant's cost and expense.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Consultant.

D. The Sale

The Merchant and the Consultant agree that the procedure for conducting the Sale for each Store shall be in accordance with the sale guidelines set forth at Exhibit C (the "Sale Guidelines"). Consultant does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, or credit or debit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant. Except for lay-away sales prior to the Sale Commencement Date, no lay-away sales shall be permitted.

E. Consultant Fee and Expenses in Connection with the Sale

As used in this Consulting Agreement, the following terms shall have the following meanings:

(i) “Gross Proceeds” shall mean the sum of the gross proceeds of all sales of Merchandise made in the Stores during the Sale Term using the “gross rings” method, net of applicable HST/GST and excluding lay-away sales prior to the Sale Commencement Date delivered on or after the Sale Commencement Date..

(ii) “Net Proceeds” shall mean aggregate Gross Proceeds, less Consultant’s actual expenses incurred pursuant to the Expense Budget.

In consideration of its services hereunder, Consultant shall earn a fee equal to one and a half percent (1.5%) of the aggregate Net Proceeds.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant’s other retail store operations, and Consultant’s other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant has established a budget (the “Expense Budget”) for certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors’ wages, fees, travel, and deferred compensation) and advertising costs. The Expense Budget for the Sale is attached hereto as Exhibit B. The Expense Budget may only be modified by mutual written agreement of Consultant and Merchant, with the consent of the Proposal Trustee, and Merchant may review, verify, and/or audit the expenses at any time. The Merchant and the Consultant shall meet weekly in order to review the proposed “spend” for the following week, which amount shall be subject to the approval of the Merchant. The costs of supervision set forth on Exhibit B include, among other things, industry standard deferred compensation. Notwithstanding anything herein to the contrary, unless otherwise agreed to by Merchant, Merchant shall not be obligated to pay costs of supervision and advertising costs that have not been included, or provided for, in the Expense Budget, as may be amended in accordance with this Consulting Agreement.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Consultant) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Consultant and contemplated by this Consulting Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

F. Indemnification

(i) Merchant’s Indemnification

Merchant shall indemnify, defend, and hold Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, “Consultant Indemnified Parties”) harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Consulting Agreement by Merchant; (c) any liability or other claims,

including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Consultant's Indemnification

Consultant shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Consulting Agreement by Consultant; (c) any liability or other claims made by Consultant's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Consultant's services hereunder, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Consultant or any of the Consultant Indemnified Parties and (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Consultant to be named an additional insured with respect to all such policies. At Consultant's request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder and that Consultant is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Consultant's Insurance Obligations

As an expense of the Sale, Consultant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores. Consultant shall name Merchant as an additional insured and loss

payee under such policy, and upon execution of this Consulting Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Consultant shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Consulting Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its province of organization, with full power and authority to execute and deliver this Consulting Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) subject to the issuance of the Order, the execution, delivery and performance of this Consulting Agreement has been duly authorized by all necessary actions of Merchant and this Consulting Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, except as determined by Merchant in writing.

(ii) Each party comprising the Consultant warrants, represents, covenants and agrees that (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its province of organization, with full power and authority to execute and deliver this Consulting Agreement and to perform the Consultant's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Consulting Agreement has been duly authorized by all necessary actions of Consultant and this Consulting Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein, (c) Consultant shall comply with and act in accordance with any and all applicable federal, provincial and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) Consultant will not take any disciplinary action against any employee of Merchant; and (e) Consultant is not a non-resident of Canada pursuant to the *Income Tax Act* and shall provide the Merchant with its relevant sales tax numbers prior to the Sale.

I. Furniture, Fixtures and Equipment

Consultant shall advise in connection with the sale of the FF&E in the Stores from the Stores themselves. Merchant shall be responsible for all reasonable costs and expenses incurred by Consultant in connection with such advice, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties, with the consent of the Proposal Trustee. All sales of FF&E during the Sale Term shall be made by Merchant for its account, at prices, payable in cash, and upon such other terms determined by Merchant. Any unsold FF&E shall be disposed of as Merchant may, in its discretion, determine.

In consideration for providing the services set forth in this section I, Consultant shall be entitled to a fee equal to twenty percent (20%) of the Gross Proceeds of the sale of the FF&E.

During each weekly reconciliation described in section E above, Consultant's FF&E fee shall be calculated, and Consultant's calculated FF&E fee and all reasonable, documented out of pocket costs and expenses then incurred pursuant to this Section I shall be paid within seven (7) days after each such weekly reconciliation.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Consultant's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;
- (b) any representation or warranty made by Merchant or Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale is terminated or materially interrupted or impaired for any reason other than an event of default by Consultant or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate the term of this Consulting Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating the term of this Consulting Agreement, pursue any and all rights and remedies and damages resulting from such default. If the term of this Consulting Agreement is terminated, Merchant shall be obligated to pay Consultant all amounts due under this Consulting Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above and by e-mail to Fred Benitah (fbenitah@fluidbrands.ca), with a copy to Torkin Manes LLP, 151 Yonge Street, Suite 1500, Toronto, Ontario, M5C 2W7, Attn: Fay Sulley and Jeffrey Simpson; (b) To the Trustee: Richter Advisory Group Inc., 181 Bay Street, Suite 3320, Toronto, Ontario, M5J 2T3, Attn: Adam Sherman with a copy to Osler, Hoskin and Harcourt LLP, 100 King Street West, Suite 6200, P.O. Box 50, Toronto, Ontario, M5X 1B8, Attn: Sandra Abitan; (c) As applicable, to: Canadian Imperial Bank of Commerce, care of David F.W. Cohen and Clifton P. Prophet, Gowling WLG (Canada) LLP, 100 King Street West, Suite 1600, Toronto, Ontario, M5X 1G5; (d) As applicable, to Isaac Bennet Sales Agency Inc., care of François Gagnon and Alex MacFarlane, Borden Ladner Gervais LLP, 1000 De La Gauchetière Street West, Suite 900, Montréal, Québec, H3B 4W5 (e) To Consultant: Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 897-0859, Attn: Ian S. Fredericks and c/o Gordon Brothers Retail Partners, LLC, 800 Boylston Street, 27th Floor, Boston, MA 02199,

fax: 617-531-7906, Attn: Mackenzie Shea; or (f) such other address as may be designated in writing by Merchant, Consultant or other applicable person.

L. Independent Consultant

Consultant's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Consulting Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Consulting Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party. No modification, amendment or waiver of any of the provisions contained in this Consulting Agreement, or any future representation, promise or condition in connection with the subject matter of this Consulting Agreement, shall be binding upon any Party to this Consulting Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Consulting Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Consulting Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Consulting Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Consulting Agreement fail to retain the essential understanding of the Parties, the Consulting Agreement may be terminated by mutual consent of the Parties.

O. Governing Law and Jury Waiver

This Consulting Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the Province of Ontario (without reference to the conflicts of laws provisions therein). Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter whatsoever arising out of, or in any way connected with, this Consulting Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

P. Entire Agreement

This Consulting Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties

concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Consulting Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Consulting Agreement.

Q. Execution

This Consulting Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Consulting Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Court Approval

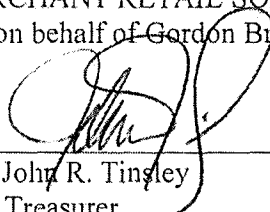
The Merchant shall seek Court approval of this Consulting Agreement pursuant to the Order. The Parties expressly acknowledge and agree that the entering into of this Consulting Agreement by the Merchant is subject to the issuance of the Order approving, among other things, this Consulting Agreement and the conduct of the Sale and the Sale Guidelines and that should the Order or Court approval of this Consulting Agreement and the Sale Guidelines not be obtained, this Consulting Agreement shall have no force or effect.

[Signatures on next page.]

If this Consulting Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

MERCHANT RETAIL SOLUTIONS, ULC, on its own behalf
and on behalf of Gordon Brothers Canada ULC



By: John R. Tinsley
Its: Treasurer

**AGREED AND ACCEPTED as of the 31st day
of October, 2018:**

FLUID BRANDS INC.

By:
Its:

11041037 CANADA INC.

By:
Its:

11041045 CANADA INC.

By:
Its:

If this Consulting Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

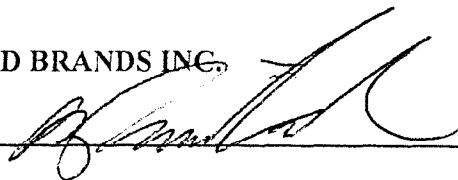
Very truly yours,

MERCHANT RETAIL SOLUTIONS, ULC, on its own behalf
and on behalf of Gordon Brothers Canada ULC

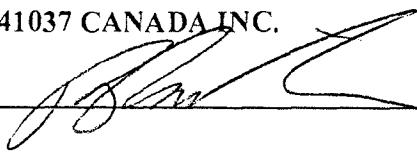
By:
Its:

AGREED AND ACCEPTED as of the 31st day
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11041045 CANADA INC.

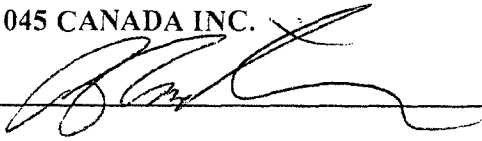
By: 
Its:

Exhibit A
Stores

(See attached)

**Bombay
Exhibit A**

Store List

Store #	Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
170	Bombay	STAVANGER & TORBAY	568 ABERDEEN AVE. -	ST. JOHNS	NF	A1A 5N6	4,978
199	Bombay	BAYERS LAKE POWER CENTRE	212-C CHAIN LAKE DRIVE -	HALIFAX	NS	B3S 1C5	4,822
230	Bombay	ROSEMERE	401 LABELLE BOULEVARD -M-10	ROSEMERE	QC	J7A 3T2	6,185
231	Bombay	BROSSARD	8480 LEDUC BLVD, SUITE 70 - UNIT F12G1	BROSSARD	QC	J4Y 0K7	7,841
232	Bombay	FAUBOURG BOISBRIAND	3220 AVENUE DES GRANDES TOURELLES -	BOISBRIAND	QC	J7H 0A2	9,689
280	Bombay	DECARIE	7325 DECARIE -	MONTREAL	QC	H4P 2G8	10,613
281	Bombay	LA GAPPE	79 BOULEVARD DE LA GAPPE -C6	GATINEAU	QC	J8T 0B5	5,046
282	Bombay	SAINT-CONSTANT	520 - 100 VOIE DESSERT 132 -L-004	SAINT-CONSTANT	QC	J5A 2E7	5,125
283	Bombay	HULL	75 BOULEVARD DU PLATEAU -G3	GATINEAU	QC	J9A 3G1	5,141
285	Bombay	MAIL CHAMPLAIN	2151 LAPINIERE BLVD. -H23	BROSSARD	QC	J4W 2T5	4,535
286	Bombay	CARREFOUR DU NORD	900 BOULEVARD GRIGNON -00060	SAINT-JEROME	QC	J7Y 3S7	9,659
297	Bombay	KIRKLAND CENTRE	3252 RUE JEAN YVES -	KIRKLAND	QC	H9J 2R6	6,102
298	Bombay	LES AVENUES VAUDREUIL	3202 - 3218 BOUL DE LA GARE -	VAUDREUIL-DORIAN	QC	J7V 8W5	3,520
311	Bombay	BAYSHORE SHOPPING CTR	100 BAYSHORE DRIVE -	OTTAWA	ON	K2B 8C1	5,003
317	Bombay	LONDON NORTH	1965 HYDE PARK ROAD -UNIT D12	LONDON	ON	N3E 1M3	5,041
320	Bombay	GREENLANE CENTER	18182 YONGE ST, YONGE & GREENLANE -	NEWMARKET	ON	A1A	4,219
323	Bombay	AURORA	43 FIRST COMMERCE DRIVE, UNIT#2 -J0002	AURORA	ON	L4G 0G2	4,831
325	Bombay	LIMERIDGE MALL	999 UPPER WENTWORTH STREET #243 -	HAMILTON	ON	L9A 4X5	5,199
332	Bombay	WHITE OAKS MALL	1105 WELLINGTON RD. -UNIT 481	LONDON	ON	N6E 1V4	3,592
361	Bombay	ORLEANS	2006 MER BLEUE ROAD -G0002	ORLEANS	ON	K4A 0G2	5,058
362	Bombay	OTTAWA TRAINYARDS	100 TRAINYARDS DRIVE -UNIT A32	OTTAWA	ON	K2E 7K3	5,203
372	Bombay	COOKSTOWN	3311 County Road 89 -	COOKSTOWN	ON	L0L 1L0	3,556
373	Bombay	WALKER SQUARE	4331 WALKER RD. -UNIT A.1	WINDSOR	ON	N8W 3T6	6,017
375	Bombay	PEN CENTRE	221 GLENDALE AVENUE, HWY406 -UNIT 1007B	ST. CATHARINES	ON	L2T 2K9	5,004
378	Bombay	CAMBRIDGE	30 PINEBUSH ROAD -UNIT 104	CAMBRIDGE	ON	N1R 8K5	6,849
385	Bombay	CANADA ONE OUTLETS	7500 LUNDY'S LANE -UNIT C11/C12/C13	NIAGARA FALLS	ON	L2H 1G8	6,947
398	Bombay	GARDINER'S ROAD	10-616 GARDINERS ROAD -UNIT 3A	KINGSTON	ON	K7M 3X9	4,881
551	Bombay	WEST EDMONTON MALL	2127-8882-170TH STREET -	EDMONTON	AB	T5T 4J2	5,465
561	Bombay	SIGNAL HILL	SIGNAL HILL -UNIT # 5979	CALGARY	AB	T3H 3P8	5,825
583	Bombay	SOUTH EDMONTON COMMONS	99TH STREET N.W. -UNIT 1914	EDMONTON	AB	T6N 1K9	5,010
595	Bombay	OUTLET COLLECTION WINNIPEG	555 STERLING LYON WAY -UNIT#369	WINNIPEG	MB	R3P 1E9	6,888
596	Bombay	KENASTON	1585 KENASTON BLVD. -	WINNIPEG	MB	R3P 2N3	4,928
652	Bombay	HILLSIDE CENTRE	78-1644 HILLSIDE AVENUE -UNIT# 78	VICTORIA	BC	V8T 2C5	5,318
660	Bombay	TSAWWASSEN MILLS	5000 CANOE PASS WAY -	TSAWWASSEN	BC	V4M 0B3	7,211

**Bombay
Exhibit A**

Store List

Store #	Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
662	Bombay	RICHMOND CENTRE	6551-3 RD. -UNIT 1842	RICHMOND	BC	V6Y 2B6	3,615
679	Bombay	LOUGHEED SUPER CENTRE	101 SCHOOLHOUSE STREET -UNIT#220	COQUITLAM	BC	V3K 4X8	7,550
695	Bombay	LANGLEY POWER CENTRE	20070 LANGLEY BY-PASS -	LANGLEY	BC	V3A 9J7	4,967
913	Bombay	ORFUS	95 ORFUS -	TORONTO	ON	M6A 1M4	15,836
920	Bombay	AJAX	20 KINGSTON RD. WEST -	AJAX	ON	L1T 4K8	8,455
921	Bombay	MARKVILLE MALL	5000 HIGHWAY 7 -UNIT #57 A	MARKHAM	ON	L3R 4M9	5,606
922	Bombay	ERIN MILLS TOWN CENTRE	5100 ERIN MILLS PKWAY -UNIT R102A	MISSISSAUGA	ON	L5M 4Z5	2,846
928	Bombay	HYDE PARK	2501 HYDE PARK GATE BLVD. -UNIT #1G	OAKVILLE	ON	L6H 6G6	10,149
929	Bombay	BAYVIEW GLEN	295 HIGH TECH RD. -	RICHMOND HILL	ON	L4B 0A3	9,050
930	Bombay	OSHAWA MALL	419 KING STREET W -UNIT#2435	OSHAWA	ON	L1J 2K5	6,036
936	Bombay	ETOBICOKE	160 NORTH QUEEN STREET -UNIT # 80004	TORONTO	ON	M9C 1H4	6,088
956	Bombay	BURLOAK	3487 WYECROFT RD -UNIT G-003	OAKVILLE	ON	L6L 0B6	5,001
957	Bombay	VAUGHAN MILLS	1 BASS PRO MILLS DRIVE -UNIT #316	CONCORD	ON	L4K 5W4	3,611
959	Bombay	OSHAWA NORTH	1405 HARMONY ROAD -UNIT F0001	OSHAWA	ON	L1H 7K5	7,088
976	Bombay	SCARBOROUGH TOWN PAD	410 PROGRESS AVE. -UNIT D3	TORONTO	ON	M1P 5J1	5,040
990	Bombay	TRINITY COMMON	148 - 70 GREAT LAKES DRIVE -	BRAMPTON	ON	L6R 2K7	4,812
991	Bombay	RIOCAN COLOSSUS CENTRE	7575 WESTON ROAD -UNIT 114	WOODBRIIDGE	ON	L4L 9M3	5,584
992	Bombay	HEARTLAND TOWN CENTRE	6075 MAVIS ROAD -UNIT #19	MISSISSAUGA	ON	L5R 4G6	5,348
305	Bowring	YORKDALE MALL	1 YORKDALE RD -CRU#6B	TORONTO	ON	M6A 3A1	2,563
308	Bowring	TD CENTRE	66 WELLINGTON ST WEST -0008C	TORONTO	ON	M5K 1A1	1,850
312	Bowring	PROMENADE MALL	1 PROMENADE CIRCLE -202B	THORNHILL	ON	L4J 4P8	4,690
322	Bowring	ERIN MILLS TOWN CENTRE	5100 ERIN MILLS PKY -8116A	MISSISSAUGA	ON	L5M 4Z5	3,777
325	Bowring	HOME & DESIGN CENTRE	2575 DUNDAS ST. W. -UNIT 26	MISSISSAUGA	ON	L5K 2M6	6,473
326	Bowring	HEARTLAND TOWN CENTRE	5980 MCLAUGHLIN RD -UNIT 4	MISSISSAUGA	ON	L5R 3X9	6,552
327	Bowring	TRINITY COMMON	30 GREAT LAKES DRIVE -110	BRAMPTON	ON	L6R 2K7	5,237
328	Bowring	RIO-CAN DURHAM CENTRE	140 KINGSTON RD E. -UNIT 2	AJAX	ON	L1Z 1G1	7,996
329	Bowring	COLOSSUS CENTRE	7575 WESTON RD -UNIT 117C BLOCK B	WOODBRIIDGE	ON	L4L 1A6	4,731
330	Bowring	FIRST MARKHAM PLACE	3215 HWY 7 EAST -G3	MARKHAM	ON	L3R 3P3	5,984
335	Bowring	OSHAWA POWER CENTRE	1405 HARMONY RD NORTH -UNIT E-5	OSHAWA	ON	L1H 7K5	6,534
336	Bowring	GREEN LANE	18166 YONGE STREET, RR#1 -UNIT #A6	NEWMARKET	ON	L3Y 4V8	5,974
337	Bowring	QUEENSWAY TORONTO	171 NORTH QUEEN STREET -G1	ETOBICOKE	ON	M9C 1A7	5,033
338	Bowring	BOWRING OUTLET	98 ORFUS ROAD -	TORONTO	ON	M6A 1L9	20,000
351	Bowring	AURORA NORTH	15 FIRST COMMERCE DR. -1	AURORA	ON	L4G 0G2	5,102
366	Bowring	KENNEDY COMMONS	29 WILLIAM KITCHEN ROAD -UNIT J2B	TORONTO	ON	M1P 5B7	7,138

**Bombay
Exhibit A**

Store List

Store #	Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
368	Bowring	FAIRVIEW MALL	1800 SHEPPARD AVENUE EAST -UNIT #1060	NORTH YORK	ON	M2J 5A7	2,229
369	Bowring	DUFFERIN MALL	900 DUFFERIN STREET -0155	TORONTO	ON	M6H 4A9	1,627
381	Bowring	TANGER COOKSTOWN	3311 SIMCOE 89 -D40	INNISFIL	ON	L0L 1L0	5,043
501	Bowring	MAIL CHAMPLAIN	2151 LAPINIERE BLVD. -H08C	BROSSARD	QC	J4W 2T5	4,131
502	Bowring	MEGA CENTRE NOTRE-DAME	BOUL NOTRE-DAME & HIGHWAY 13 -260G	LAVAL	QC	H7X 3V5	3,548
503	Bowring	PLACE LONGUEUIL	825 Saint-Laurent Street West -055	Longueuil	QC	J4K 2V1	2,363
602	Bowring	BURLINGTON MALL	777 GUELPH LINE -817	BURLINGTON	ON	L7R 3N2	2,441
605	Bowring	LIMERIDGE MALL	999 UPPER WENTWORTH ST. -104A	HAMILTON	ON	L9A 4X5	2,467
616	Bowring	BRAMALEA CITY CENTRE	25 PEEL CENTRE DRIVE -157C	BRAMPTON	ON	L6T 3R5	3,093
625	Bowring	WINDSOR CROSSING	1555 TALBOT ROAD -UNIT 5-760	LASALLE	ON	N9H 2N2	6,120
627	Bowring	PEN GLENDALE	221 GLENDALE AVE -UNIT OP6	ST CATHERINES	ON	L2T 2K9	6,583
628	Bowring	LONDON NORTH	1965 HYDE PARK ROAD -UNIT#104	LONDON	ON	N6H 0A3	4,537
630	Bowring	SUNRISE CENTRE	1400 OTTAWA STREET SOUTH -UNIT A-7	KITCHENER	ON	N2E 4E2	6,180
635	Bowring	CAMBRIDGE	34 PINEBUSH ROAD -Unit #3	CAMBRIDGE	ON	N1R 8K5	5,557
636	Bowring	BURLOAK	3487 WYECROFT ROAD -G7	OAKVILLE	ON	L6L 0B1	6,177
681	Bowring	ANCASTER POWER CENTRE	821 GOLF LINKS ROAD -UNIT # 452	ANCASTER	ON	L9K 1L5	5,516
703	Bowring	SIGNAL HILL CENTRE	5987 SIGNAL HILL CTR DR S.W -BLOCK H UNIT H1	CALGARY	AB	T3H 3P8	6,521
705	Bowring	SOUTH EDMONTON COMMON	2003 99TH STREET N W -	EDMONTON	AB	T6N 1M1	6,078
715	Bowring	SOUTHCENTRE MALL	100 ANDERSON RD SE -263	CALGARY	AB	T2J 3V1	4,744
719	Bowring	LINDENWOODS	1585 KENASTON BLVD -UNIT 6	WINNIPEG	MB	R3P 2N3	7,117
720	Bowring	OUTLET COLLECTION WINNIPEG	555 STERLING LYON WAY -389	WINNIPEG	MB	R3P 1E9	4,703
730	Bowring	REGINA EAST	2150 PRINCE OF WALES DR -	REGINA	SK	S4V 3A6	5,798
817	Bowring	LANGLEY POWER CENTRE	20150 LANGLEY BY PASS -#50	LANGLEY	BC	V3A 9J8	6,541
818	Bowring	LOUGHED POWER CENTRE	101 SCHOOLHOUSE STREET -UNIT 230	COQUITLAM	BC	V3K 4X8	6,499
825	Bowring	TSAWWASSEN MILLS	5000 CANOE PASS WAY -329	TSAWWASSEN	BC	V4M 0B3	6,080
909	Bowring	GALERIES RIVE NORD	100 BRIEN BLVD. -38	REPENTIGNY	QC	J6A 5N4	1,887
917	Bowring	STAVENGER ST. JOHNS	56 ABERDEEN AVENUE -3	ST JOHN'S	NF	A1A 5T3	6,606
918	Bowring	CARREFOUR DU NORD	900 BOULEVARD GRIGNON -00020	SAINT JEROME	QC	J7Y 3S7	1,792
920	Bowring	RIOCAN CENTRE KIRKLAND	3252 RUE JEAN YVES -UNIT 6	KIRKLAND	QC	H9J 2R6	6,139
923	Bowring	SOUTH KEYS	1009C DAZE ROAD -C	OTTAWA	ON	K1V 2G3	6,471
926	Bowring	OTTAWA TRAINYARDS	100 TRAINYARDS DRIVE -C28	OTTAWA	ON	K1G 3S2	5,072
939	Bowring	PLACE ROSEMERIE	401 LABELLE BOULEVARD -I-08	ROSEMERIE	QC	J7A 3T2	3,627
953	Bowring	CARREFOUR RICHELIEU	600 PIERRE-CAISSE -00040	SAINT-JEAN-SUR-RICHELIEU	QC	J3A 1M1	2,637
958	Bowring	HULL	75 BOULEVARD DU PLATEAU -G7	GATINEAU	QC	J9A 3G1	3,039

**Bombay
Exhibit A**

Store List

Store #	Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
960	Bowring	BILLINGSBRIDGE	2269 RIVERSIDE DR -131	OTTAWA	ON	K2A 1H2	2,400
961	Bowring	ORLEANS	2006 MER BLEUE ROAD -3	ORLEANS	ON	K4A 0G2	5,056
962	Bowring	DECARIE	7335 DECARIE -	MONTREAL	QC	H4P 2G8	11,000
989	Bombay- Whse	Warehouse Sale	3389 Steeles Ave E	BRAMPTON	ON	L6T 5W4	20,000
912	Bombay- Ecom		0	0	0	00000	-
							5,746

107

Exhibit B
Expense Budget

(See attached)

**Bowring
Exhibit B**

Expense Budget

Advertising

Media	127,997
Signs	351,506
Sign Walkers	459,091
Subtotal Advertising	<u>938,594</u>

Supervision

Fees / Wages / Expenses (1)	986,043
Subtotal Supervision	<u>986,043</u>

Miscellaneous	50,000
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Total Expenses	<u><u>1,974,637</u></u>
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Note(s):

1. Includes Deferred Compensation and Insurance.
2. This Expense Budget contemplates a sale term of November, 2, 2018 through December 30, 2018. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
3. Miscellaneous costs and expense include agent's/consultant's attorneys fees associated with the bankruptcy case, including related to negotiating side letters with landlords.

Exhibit C
Sale Guidelines

(See attached)

EXHIBIT C**SALE GUIDELINES**

The following procedures shall apply to the Sale to be conducted at the Stores of 11041037 Canada Inc., and 11041045 Canada Inc. (collectively, the “Merchant”). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Merchant Retail Solutions, ULC, an affiliate of Hilco Merchant Resources, LLC, and Gordon Brothers Canada ULC, an affiliate of Gordon Brothers Retail Partners, LLC (the “Consultant”) and the Merchant dated as of October 31, 2018 (the “Consulting Agreement”).

1. Except as otherwise expressly set out herein, and subject to: (i) the Order or any further Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a “Landlord” and, collectively, the “Landlords”) and approved by the Consultant, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a “Lease” and, collectively, the “Leases”). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Approval Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an “everything on sale”, an “everything must go”, a “store closing” or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a “bankruptcy”, a “going out of business” or a “liquidation” sale it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or the Proposal Trustee, the Consultant shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Consulting Agreement) by e-mail or facsimile to the applicable Landlords or to their counsel of record. Where the provisions of the Lease conflict with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including “you pay” or “topper” signs). In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not permitted by the applicable Lease and the Landlord requests in writing that

the banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list in the NOI proceedings (the "Service List"). Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with "store closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord's concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final".
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.
10. Subject to the terms of paragraph 9 above, the Consultant may sell FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise the sale of FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any FF&E sold during the

Sale shall only be permitted to remove the FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the FF&E can fit in a shopping bag, with applicable Landlord's supervision as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E by Consultant or by third party purchasers of FF&E from Consultant.

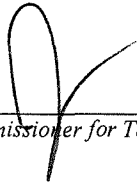
11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant will arrange with each Landlord represented by counsel on the Service List and with any other applicable Landlord that so requests, a walk through with the Consultant to identify the FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or by further Order of the Court upon application by the Merchant on at least two (2) days' notice to such Landlord. If the Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the BIA, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the BIA), and the disclaimer or resiliation of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the BIA to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Sarah Baker who may be reached by phone at 847-504-2462 or email at sbaker@hilcoglobal.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties, during which time the Consultant shall cease all activity in dispute other than activity

expressly permitted herein, pending the determination of the matter by the Court; provided, however, that if a banner has been hung in accordance with these Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.

16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving the amended Sale Guidelines).

TAB H

This is Exhibit "H" referred to in the Affidavit of Fred Benitah
sworn December 14, 2018

A handwritten signature in black ink, consisting of a large, stylized loop followed by a few strokes extending to the right.

Commissioner for Taking Affidavits (or as may be)

Fluid Brands Inc.
Bowring & Co. Inc.
Bombay & Co. Inc.

320

Invoice

Date: 12/5/2018
INVOICE # BW-1001

2668602 Ontario Inc.
80 Dufflaw Rd
Toronto, ON M6A 2W1

Description	Amount
<p>Purchase of Total FF&E at 98 Orfus Rd (Head Office – Fluid Brands, Bombay, Bowring), including, for clarity, desks, chairs, cubicles, IT equipment, computers, servers, mobile/phone devices, tablets, laptops, all phone systems, photocopiers, filing cabinets, supplies, televisions, boardroom tables & chairs, storage room racking, etc. (no exclusions), as per Hilco’s budget approved by Richter, attached.</p> <p>All FF&E to be removed by January 15, 2019, as instructed by Hilco.</p> <p>HST# 833235195 RT0001</p>	<p>\$11,278.00</p>
<p>Subtotal</p> <p>HST</p>	
<p>AMOUNT DUE</p>	<p>\$12,744.14</p>

Hilco Merchant Resources FF&E

Bombay-Bowring Corp Office

Exhibit __
Expense Budget

	Corporate Office	Total
Advertising/Marketing-Signs/Banners/Install	200	200
Other Expenses & Supplies	120	120
Other Expense Subtotal	120	120
Supervision: Fees/Rates/Expenses	-	-
Utilize Store FF&E Lead to sell Corp FF&E		
Fed Ex	125	125
Overhead Subtotal	125	125
Total Expenses	445	445
Net Available	14,209	14,209
Revenue	14,654	14,654
Expenses	445	445
Commissions (20% of Gross Sales)	2,931	2,931
Net Proceeds to Company	11,278	11,278

Assumptions:

Merchant assumes all occupancy and payroll related expense after mdse sale ends

Merchant is responsible for removal of all Hazmat

Right to abandon all unsold FF&E

Merchant provides necessary dumpsters

No exclusions

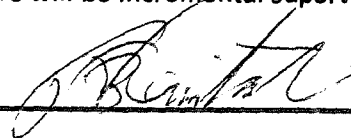
Sales of FFE to be processed thru the Merchant's POS system

Budget does not include 989 warehouse & 912 Ecom

Pending budget approval for the stores, this budget assumes that the FFE Lead from the store FF&E sale would premarket and presell the corp office FF&E while managing the store FF&E sale for 4 weeks ending on 12/31/18. Pickup of sold FF&E to be managed by Merchant's employees. In the event that Hilco is asked to manage the pickups then there will be incremental supervisor expense for

Agreed and Accepted: _____

Date: _____



DEC 5/2018

From: Levine, Warren <wlevine@richterconsulting.com>
Sent: Wednesday, December 5, 2018 12:11 PM
To: 'redekon@aol.com'
Cc: 'maloney@feesheet.com'; Sherman, Adam
Subject: FW: FF&E Estimate
Attachments: Bombay- Bowring Corp Office Store Budget _.xlsx; Bombay WHSE Budget 11.20.xlsx; FFE Revenue by location - 86 locations.xlsx; FFE Revenue by location - IBSA 18 location.xlsx

Sherri,

Thanks again for providing this information.

As Proposal Trustee, we have reviewed the expense budgets provided for the Corp Office and Warehouse. These budgets appear reasonable and are consistent with our prior discussions. Accordingly, as required in Paragraph "I" of the Consulting Agreement, we are hereby providing our consent.

Thanks,
 Warren

RICHTER

**WARREN
 LEVINE**

wlevine@richterconsulting.com
 C 312.859.4329 T 312.828.0800



Chicago

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

From: Redekon@aol.com <Redekon@aol.com>
Sent: Tuesday, December 04, 2018 11:44 AM
To: Levine, Warren <wlevine@richterconsulting.com>
Cc: maloney@feesheet.com
Subject: RE: FF&E Estimate

Good morning,

Please see attached estimated proceeds for:

- The Warehouse
- The Office - 98 Orfus Rd
- 18 IBSA stores requested
- 86 stores remaining stores

Can you please send me the estimated FF&E proceeds for the Warehouse, Head Office and 18 stores (per attached list). 323

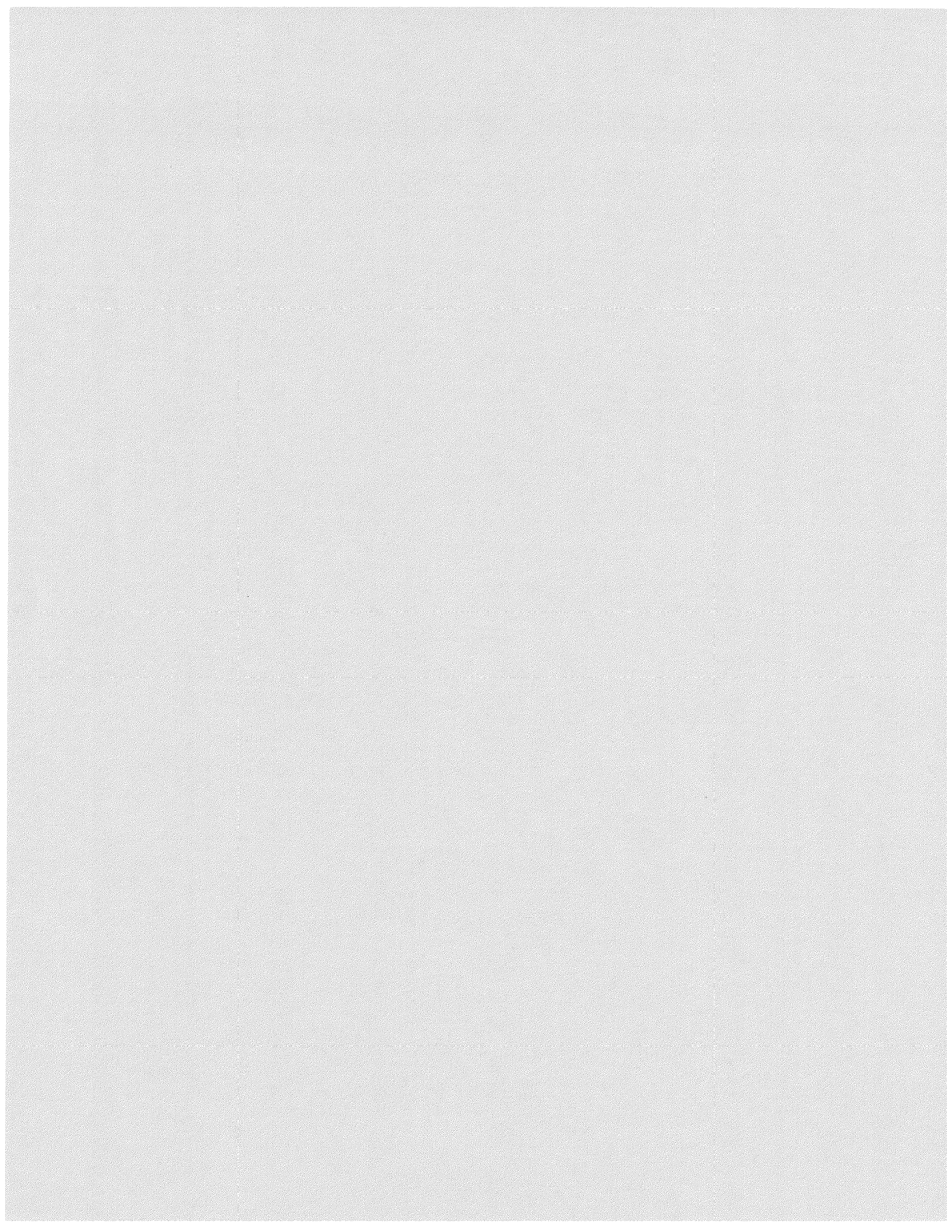
Thanks,
Warren

RICHTER
WARREN
LEVINE

wlevine@richterconsulting.com
C 312.859.4329 T 312.828.0800

Chicago IL 60601 IL 3.00

The following information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your insurance broker for more information.



Fluid Brands Inc.
 Bowring & Co. Inc.
 Bombay & Co. Inc.

324

Invoice

Date: 12/5/2018
 INVOICE # BW-1002

2668602 Ontario Inc.
 80 Dufflaw Rd
 Toronto, ON M6A 2W1

Description	Amount
<p>Purchase of Total FF&E at 3389 Steeles Ave E, Brampton (DC/Warehouse – Fluid Brands, Bombay, Bowring), including, for clarity, all desks, chairs, computers, printers, folding tables, cameras, phone system, IT equipment, servers, complete warehouse racking, all machinery, all reaches, all tow motors, conveyor belt, battery chargers, floor cleaner, shrink wrap machines, pick tower, etc. (no exclusions), as per Hilco’s budget approved by Richter, attached.</p> <p>All FF&E to be removed by January 15, 2019 or as agreed upon with Landlord.</p> <p>HST# 833235195 RT0001</p>	<p>\$116,668.00</p>
<p>Subtotal</p>	<p>\$116,668.00</p>
<p>HST</p>	<p>\$15,166.84</p>
<p>AMOUNT DUE</p>	<p>\$131,834.84</p>

**Hilco Merchant Resources FF&E
Bombay-Bowring Warehouse**

Exhibit__

Expense Budget

Start Date	11/27/18
End Date	12/31/18
# of Days	35
# of Weeks	5.0

	DC / Warehouse	Total
Payroll		
Temp Labor (6 for 40 hrs @ \$24)	5,760	5,760
Payroll Subtotal	5,760	5,760
Advertising/Marketing-Signs/Banners/Install	1,200	1,200
Other Expenses & Supplies	100	100
Other Expense Subtotal	100	100
Supervision: Fees/Rates/Expenses	33,163	33,163
1 FFE Supervisor for 5 weeks		
Fed Ex	200	200
GL Insurance	509	509
Overhead Subtotal	3,109	3,109
Total Expenses	43,332	43,332
Net Available	156,668	156,668
Revenue	200,000	200,000
Expenses	43,332	43,332
Commissions (20% of Gross Sales)	40,000	40,000
Net Proceeds to Company	116,668	116,668

Assumptions:

Merchant assumes all occupancy and payroll related expense after mdse sale ends

Merchant is responsible for removal of all Hazmat

Right to abandon all unsold FF&E

Merchant provides necessary dumpsters

No exclusions

Estimated gross revenue based is based on at least having 28 days to remove FFE after all merchandise has been removed

Hilco to use Hilco's Dark Sales Procedures

All Electrical and Plumbing to be disconnected by Merchant

Signed and Accepted By: _____

Date: _____


DEC 5/2018

Redekon@aol.com

From: Levine, Warren <wlevine@richterconsulting.com>
Sent: Wednesday, December 5, 2018 12:11 PM
To: 'redekon@aol.com'
Cc: 'maloney@feesheet.com'; Sherman, Adam
Subject: FW: FF&E Estimate
Attachments: Bombay- Bowring Corp Office Store Budget _xlsx; Bombay WHSE Budget 11.20.xlsx; FFE Revenue by location - 86 locations.xlsx; FFE Revenue by location - IBSA 18 location.xlsx

Sherri,

Thanks again for providing this information.

As Proposal Trustee, we have reviewed the expense budgets provided for the Corp Office and Warehouse. These budgets appear reasonable and are consistent with our prior discussions. Accordingly, as required in Paragraph "I" of the Consulting Agreement, we are hereby providing our consent.

Thanks,
 Warren

RICHTER
WARREN
LEVINE

wlevine@richterconsulting.com
 C 312.859.4329 T 312.828.0800



Chicago 312.859.4329

From: Redekon@aol.com <Redekon@aol.com>
Sent: Tuesday, December 04, 2018 11:44 AM
To: Levine, Warren <wlevine@richterconsulting.com>
Cc: maloney@feesheet.com
Subject: RE: FF&E Estimate

Good morning,

Please see attached estimated proceeds for:

- The Warehouse
- The Office - 98 Orfus Rd
- 18 IBSA stores requested
- 86 stores remaining stores

Can you please send me the estimated FF&E proceeds for the Warehouse, Head Office and 18 stores (per attached list).

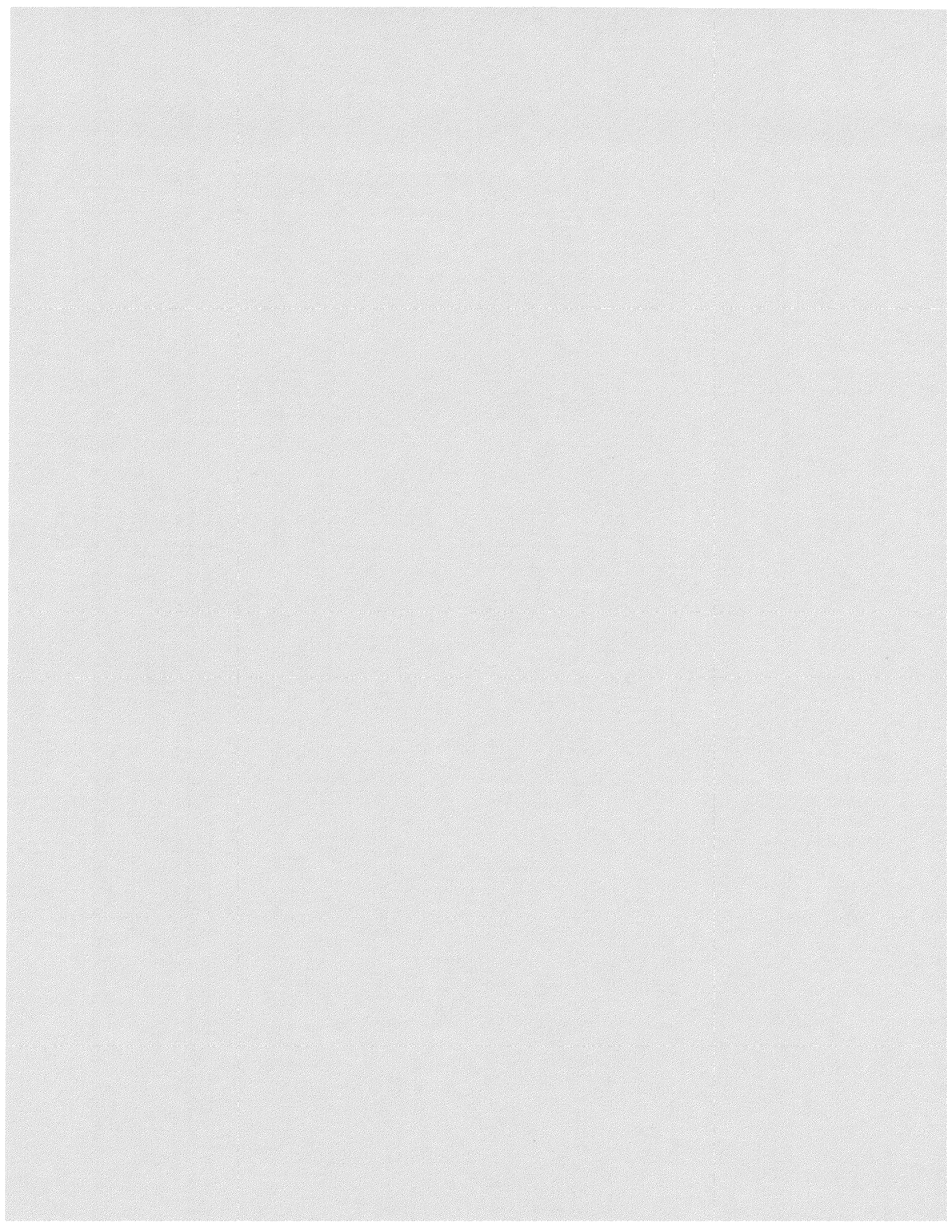
Thanks,
Warren

RICHTER
WARREN
LEVINE

wlevine@richterconsulting.com
C 312.859.4329 T 312.828.0800

Chicago IL 60601

1000 N. Dearborn St. Suite 1000 Chicago, IL 60610
Tel: 312.859.4329 Fax: 312.828.0800
www.richterconsulting.com



Fluid Brands Inc.
Bowring & Co. Inc.
Bombay & Co. Inc.

Invoice

Date: 12/5/2018
INVOICE # BW-1003

2668602 Ontario Inc.
80 Dufflaw Rd
Toronto, ON M6A 2W1

Description	Amount
<p>Purchase of Total FF&E at attached listed stores (Bombay, Bowring), including, for clarity, computers/POS, cash counters, store fixtures, safes, backroom racking, shelves, lighting heads, cameras, phone systems, sound system, etc. (no exclusions), as per Hilco's budget approved by Richter, attached.</p> <p>All FF&E to be removed by December 31, 2018, as instructed by Hilco.</p> <p>HST# 833235195 RT0001</p>	<p>\$89,487.00</p>
Subtotal	\$89,487.00
HST	\$11,633.31
AMOUNT DUE	\$101,120.31

Store List

Banner	Store#	Description	Amount
BW	305	Yorkdale	1,794.00
BW	308	TD	1,295.00
BB	320	Greenlane	2,953.00
BW	337	Queenway	3,523.00
BW	351	Aurora	3,571.00
BW	366	Kennedy Commons	4,997.00
BW	368	Fairview	1,560.00
BB	398	Kingston	3,417.00
BB	595	Winnipeg Collections Outlet	4,822.00
BW	605	Hamilton	1,727.00
BW	627	St. Catherines	4,608.00
BW	628	London N	3,176.00
BW	630	Kitchener	4,326.00
BW	636	Burloak	4,324.00
BW	681	Ancaster	3,861.00
BW	720	Winnipeg Collections Outlet	3,292.00
BW	818	Schoolhouse	4,549.00
BW	825	Tsawwassen	4,256.00
BB	913	Orfus	8,000.00 As per Hilco
BB	921	Markville	3,924.00
BW	926	Ottawa Trainyards	3,550.00
BB	936	Queenway	4,262.00
BW	962	Decarie	7,700.00
			<u>89,487.00</u>
			<u>11,633.31</u>
			101,120.31

**Hilco Merchant Resources FF&E
Bombay-Bowring 104 Stores**

Exhibit __

Expense Budget

Start Date	11/27/18
End Date	12/31/18
# of Days	35
# of Weeks	5.0

	Stores	Total
Advertising/Marketing-Signs/Banners/Install	15,600	15,600
Other Expenses & Supplies	12,480	12,480
Other Expense Subtotal	12,480	12,480
Supervision: Fees/Rates/Expenses	41,517	41,517
1 FFE Lead for 5.0 weeks		
Fed Ex	13,000	13,000
GL Insurance	639	639
Overhead Subtotal	13,639	13,639
Total Expenses	83,235	83,235
Net Available	327,877	327,877
Revenue	411,112	411,112
Expenses	83,235	83,235
Commissions (20% of Gross Sales)	82,222	82,222
Net Proceeds to Company	245,654	245,654

Assumptions:

Merchant assumes all occupancy and payroll related expense after mdse sale ends

Merchant is responsible for removal of all Hazmat

Right to abandon all unsold FF&E

Merchant provides necessary dumpsters

No exclusions

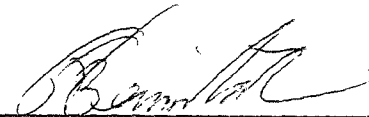
Need one day for removal of sold FFE after mdse sale ends

Sales of FFE to be processed thru store's POS system

Budget does not include 989 warehouse & 912 Ecom

Signed and Accepted By:

Date:



DEC 5/2018

Bombay/Bowring86 Store FF&E Revenue
As of December 3, 2018

331

Store #	Brand	Address	City	Prov	Zip	Sq Footage	FF&E Revenue
170	Bombay	56b Aberdeen Ave.	St. Johns	NF	A1A 5N6	4,978	3,485
199	Bombay	212 C Chain Lake Drive	Halifax	NS	B3S 1C5	4,822	3,375
230	Bombay	401 Labelle Boulevard	Rosemere	QC	J7A3T2	6,185	4,330
231	Bombay	8480 Leduc Blvd, Suite 70	Brossard	QC	J4Y0K7	7,841	5,489
232	Bombay	3220 Avenue Des Grandes Tourelles	Boisbriand	QC	J7H 0A2	9,689	6,782
280	Bombay	7325 Decarie	Montreal	QC	H4P 2G8	10,613	7,429
281	Bombay	79 Boulevard De La Gappe	Gatineau	QC	J8T0B5	5,046	3,532
282	Bombay	520 - 100 Voie Desserte 132	Saint-Constant	QC	J5A2E7	5,125	3,588
283	Bombay	75 Boulevard Du Plateau	Gatineau	QC	J9A3G1	5,141	3,599
285	Bombay	2151 Lapiniere Blvd.	Brossard	QC	J4W 2T5	4,535	3,175
286	Bombay	900 Boulevard Grignon	Saint-Jerome	QC	J7Y3S7	9,659	6,761
297	Bombay	3252 Rue Jean Yves	Kirkland	QC	H9J 2R6	6,102	4,271
298	Bombay	3202-3218 Boul De La Gare	Vaudrei-Dorian	QC	J7V 8W5	3,520	2,464
305	Bowring	1 Yorkdale Rd	Toronto	ON	M6A3A1	2,563	1,794
308	Bowring	66 Wellington St West	Toronto	ON	M5K 1A1	1,850	1,295
311	Bombay	100 Bayshore Drive	Ottawa	ON	K2B 8C1	5,003	3,502
312	Bowring	1 Promenade Circle	Thornhill	ON	L4J 4P8	4,690	3,283
317	Bombay	1965 Hyde Park Road	London	ON	N3E 1M3	5,041	3,529
320	Bombay	18182 Yonge St, Yonge & Greenlane	Newmarket	ON	A1A	4,219	2,953
323	Bombay	43 First Commerce Drive, Unit#2	Aurora	ON	L4G 0G2	4,831	3,382
325	Bombay	999 Upper Wentworth Street #243	Hamilton	ON	L9A 4X5	5,199	3,639
332	Bombay	1105 Wellington Rd.	London	ON	N6E 1V4	3,592	2,514
335	Bowring	1405 Harmony Rd North	Oshawa	ON	L1H 7K5	6,534	4,574
337	Bowring	171 North Queen Street	Etobicoke	ON	M9C 1A7	5,033	3,523
351	Bowring	15 First Commerce Dr.	Aurora	ON	L4G 0G2	5,102	3,571
361	Bombay	2006 Mer Bleue Road	Orleans	ON	K4A 0G2	5,058	3,541
362	Bombay	100 Trainyards Drive	Ottawa	ON	K2E 7K3	5,203	3,642
366	Bowring	29 William Kitchen Road	Toronto	ON	M1P 5B7	7,138	4,997
368	Bowring	1800 Sheppard Avenue East	North York	ON	M2J 5A7	2,229	1,560
372	Bombay	3311 County Road 89	Cookstown	ON	L0L 1L0	3,556	2,489
373	Bombay	4331 Walker Rd.	Windsor	ON	N8W 3T6	6,017	4,212
375	Bombay	221 Glendale Avenue, Hwy406	St. Catharines	ON	L2T 2K9	5,004	3,503
378	Bombay	30 Pinebush Road	Cambridge	ON	N1R 8K5	6,849	4,794
385	Bombay	7500 Lundy's Lane	Niagara Falls	ON	L2H 1G8	6,947	4,863
398	Bombay	10-616 Gardiners Road	Kingston	ON	K7M 3X9	4,881	3,417
501	Bowring	2151 Lapiniere Blvd.	Brossard	QC	J4W 2T5	4,131	2,892
502	Bowring	Boul Notredame & Highway 13	Laval	QC	H7X 3V5	3,548	2,484
503	Bowring	825 Saintlaurent Street West	Longueuil	QC	J4K 2V1	2,363	1,654
551	Bombay	2127-8882 170th Street	Edmonton	AB	T5T 4J2	5,465	3,826
561	Bombay	Signal Hill	Calgary	AB	T3H 3P8	5,825	4,078
583	Bombay	99th Street N.W.	Edmonton	AB	T6N 1K9	5,010	3,507
595	Bombay	555 Sterling Lyon Way	Winnipeg	MB	R3P 1E9	6,888	4,822
596	Bombay	1585 Kenaston Blvd.	Winnipeg	MB	R3P 2N3	4,928	3,450
602	Bowring	777 Guelph Line	Burlington	ON	L7R 3N2	2,441	1,709
605	Bowring	999 Upper Wentworth St.	Hamilton	ON	L9A 4X5	2,467	1,727
625	Bowring	1555 Talbot Road	Lasalle	ON	N9H 2N2	6,120	4,284
627	Bowring	221 Glendale Ave	St Catherines	ON	L2T 2K9	6,583	4,608
628	Bowring	1965 Hyde Park Road	London	ON	N6H 0A3	4,537	3,176
630	Bowring	1400 Ottawa Street South	Kitchener	ON	N2E 4E2	6,180	4,326
635	Bowring	34 Pinebush Road	Cambridge	ON	N1R 8K5	5,557	3,890
636	Bowring	3487 Wycroft Road	Oakville	ON	L6L 0B1	6,177	4,324
652	Bombay	78 1644 Hillside Avenue	Victoria	BC	V8T 2C5	5,318	2,722

Bombay/Bowring86 Store FF&E Revenue
As of December 3, 2018

332

Store #	Brand	Address	City	Prov	Zip	Sq Footage	FF&E Revenue
660	Bombay	5000 Canoe Pass Way	Tsawwassen	BC	V4M0B3	7,211	5,048
662	Bombay	6551 3 Rd.	Richmond	BC	V6Y2B6	3,615	2,531
679	Bombay	101 Schoolhouse Street	Coquitlam	BC	V3K4X8	7,550	5,285
681	Bowring	821 Golf Links Road	Ancaster	ON	L9K1L5	5,516	3,861
695	Bombay	20070 Langley Bypass	Langley	BC	V3A9J7	4,967	3,477
703	Bowring	5987 Signal Hill Ctr Dr S.W	Calgary	AB	T3H3P8	6,521	4,565
705	Bowring	2003 99th Street N W	Edmonton	AB	T6N1M1	6,078	4,255
715	Bowring	100 Anderson Rd Se	Calgary	AB	T2J3V1	4,744	3,321
719	Bowring	1585 Kenaston Blvd	Winnipeg	MB	R3P2N3	7,117	4,982
720	Bowring	555 Sterling Lyon Way	Winnipeg	MB	R3P1E9	4,703	3,292
730	Bowring	2150 Prince Of Wales Dr	Regina	SK	S4V3A6	5,798	4,059
817	Bowring	20150 Langley By Pass	Langley	BC	V3A9J8	6,541	4,579
818	Bowring	101 Schoolhouse Street	Coquitlam	BC	V3K4X8	6,499	4,549
825	Bowring	5000 Canoe Pass Way	Tsawwassen	BC	V4M0B3	6,080	4,256
909	Bowring	100 Brien Blvd.	Repentigny	QC	J6A5N4	1,887	1,321
913	Bombay	95 Drfus	Toronto	DN	M6A1M4	15,836	11,085
917	Bowring	56 Aberdeen Avenue 3	St John's	NF	A1A5T3	6,606	4,624
920	Bowring	3252 Rue Jean Yves	Kirkland	QC	H9J2R6	6,139	4,297
920	Bombay	20 Kingston Rd. West	Ajax	ON	L1T4K8	8,455	5,919
921	Bombay	5000 Highway 7	Markham	ON	L3R4M9	5,606	3,924
922	Bombay	5100 Erin Mills Pkway	Mississauga	ON	L5M4Z5	2,846	1,992
923	Bowring	1009c Daze Road	Ottawa	DN	K1V2G3	6,471	4,530
926	Bowring	100 Trainyards Drive	Ottawa	DN	K1G3S2	5,072	3,550
930	Bombay	419 King Street W	Oshawa	ON	L1J2K5	6,036	4,225
936	Bombay	160 North Queen Street	Toronto	ON	M9C1H4	6,088	4,262
939	Bowring	401 Labelle Boulevard	Rosemere	QC	J7A3T2	3,627	2,539
953	Bowring	600 Pierrecasse	Saint-Jean-Sur-Richelieu	QC	J3A1M1	2,637	1,846
956	Bombay	3487 Wycroft Rd	Oakville	DN	L6L0B6	5,001	3,501
958	Bowring	75 Boulevard Du Plateau	Gatineau	QC	J9A3G1	3,039	2,127
959	Bombay	1405 Harmony Road	Dshawa	DN	L1H7K5	7,088	4,962
960	Bowring	2269 Riverside Dr	Dttawa	DN	K2A1H2	2,400	1,680
961	Bowring	2006 Mer Bleue Road	Drleans	ON	K4A0G2	5,056	3,539
962	Bowring	7335 Decarie	Montreal	QC	H4P2G8	11,000	7,700
976	Bombay	410 Progress Ave.	Toronto	DN	M1P5J1	5,040	3,528

Redekon@aol.com

From: Levine, Warren <wlevine@richterconsulting.com>
Sent: Wednesday, December 5, 2018 12:11 PM
To: 'redekon@aol.com'
Cc: 'maloney@feesheet.com'; Sherman, Adam
Subject: FW: FF&E Estimate
Attachments: Bombay- Bowring Corp Office Store Budget _xlsx; Bombay WHSE Budget 11.20.xlsx; FFE Revenue by location - 86 locations.xlsx; FFE Revenue by location - IBSA 18 location.xlsx

Sherri,

Thanks again for providing this information.

As Proposal Trustee, we have reviewed the expense budgets provided for the Corp Office and Warehouse. These budgets appear reasonable and are consistent with our prior discussions. Accordingly, as required in Paragraph "I" of the Consulting Agreement, we are hereby providing our consent.

Thanks,
 Warren

RICHTER
WARREN
LEVINE

wlevine@richterconsulting.com
 C 312.859.4329 T 312.828.0800



Chicago

From: Redekon@aol.com <Redekon@aol.com>
Sent: Tuesday, December 04, 2018 11:44 AM
To: Levine, Warren <wlevine@richterconsulting.com>
Cc: maloney@feesheet.com
Subject: RE: FF&E Estimate

Good morning,

Please see attached estimated proceeds for:

- The Warehouse
- The Office - 98 Orfus Rd
- 18 IBSA stores requested
- 86 stores remaining stores

Bombay/Bowring

86 Store FF&E Revenue
As of December 3, 2018

335

Store #	Brand	Address	City	Prov	Zip	Sq Footage	FF&E Revenue
170	Bombay	56b Aberdeen Ave.	St. Johns	NF	A1A 5N6	4,978	3,485
199	Bombay	212 C Chain Lake Drive	Halifax	NS	B3S 1C5	4,822	3,375
230	Bombay	401 Labelle Boulevard	Rosemere	QC	J7A 3T2	6,185	4,330
231	Bombay	8480 Leduc Blvd, Suite 70	Brossard	QC	J4Y0K7	7,841	5,489
232	Bombay	3220 Avenue Des Grandes Tourelles	Boisbriand	QC	J7H 0A2	9,689	6,782
280	Bombay	7325 Decarie	Montreal	QC	H4P 2G8	10,613	7,429
281	Bombay	79 Boulevard De La Gappe	Gatineau	QC	J8T0B5	5,046	3,532
282	Bombay	520 - 100 Voie Desserte 132	Saint-Constant	QC	J5A 2E7	5,125	3,588
283	Bombay	75 Boulevard Du Plateau	Gatineau	QC	J9A 3G1	5,141	3,599
285	Bombay	2151 Lapiniere Blvd.	Brossard	QC	J4W 2T5	4,535	3,175
286	Bombay	900 Boulevard Grignon	Saint-Jerome	QC	J7Y3S7	9,659	6,761
297	Bombay	3252 Rue Jean Yves	Kirkland	QC	H9J 2R6	6,102	4,271
298	Bombay	3202-3218 Boul De La Gare	Vaudrei-Dorian	QC	J7V 8W5	3,520	2,464
✓ 305	Bowring	1 Yorkdale Rd	Toronto	ON	M6A 3A1	2,563	1,794
✓ 308	Bowring	66 Wellington St West	Toronto	ON	M5K 1A1	1,850	1,295
311	Bombay	100 Bayshore Drive	Ottawa	ON	K2B 8C1	5,003	3,502
312	Bowring	1 Promenade Circle	Thornhill	ON	L4J 4P8	4,690	3,283
317	Bombay	1965 Hyde Park Road	London	ON	N3E 1M3	5,041	3,529
✓ 320	Bombay	18182 Yonge St, Yonge & Greenlane	Newmarket	ON	A1A	4,219	2,953
323	Bombay	43 First Commerce Drive, Unit#2	Aurora	ON	L4G 0G2	4,831	3,382
325	Bombay	999 Upper Wentworth Street #243	Hamilton	ON	L9A 4X5	5,199	3,639
332	Bombay	1105 Wellington Rd.	London	ON	N6E 1V4	3,592	2,514
335	Bowring	1405 Harmony Rd North	Oshawa	ON	L1H 7K5	6,534	4,574
✓ 337	Bowring	171 North Queen Street	Etobicoke	ON	M9C 1A7	5,033	3,523
✓ 351	Bowring	15 First Commerce Dr.	Aurora	ON	L4G 0G2	5,102	3,571
361	Bombay	2006 Mer Bleue Road	Orleans	ON	K4A 0G2	5,058	3,541
362	Bombay	100 Trainyards Drive	Ottawa	ON	K2E 7K3	5,203	3,642
✓ 366	Bowring	29 William Kitchen Road	Toronto	ON	M1P 5B7	7,138	4,997
✓ 368	Bowring	1800 Sheppard Avenue East	North York	ON	M2J 5A7	2,229	1,560
372	Bombay	3311 County Road 89	Cookstown	ON	L0L 1L0	3,556	2,489
373	Bombay	4331 Walker Rd.	Windsor	ON	N8W 3T6	6,017	4,212
375	Bombay	221 Glendale Avenue, Hwy406	St. Catharines	ON	L2T 2K9	5,004	3,503
378	Bombay	30 Pinebush Road	Cambridge	ON	N1R 8K5	6,849	4,794
385	Bombay	7500 Lundy's Lane	Niagara Falls	ON	L2H 1G8	6,947	4,863
✓ 398	Bombay	10-616 Gardiners Road	Kingston	ON	K7M 3X9	4,881	3,417
501	Bowring	2151 Lapiniere Blvd.	Brossard	QC	J4W 2T5	4,131	2,892
502	Bowring	Boul Notredame & Highway 13	Laval	QC	H7X 3V5	3,548	2,484
503	Bowring	825 Saintlaurent Street West	Longueuil	QC	J4K 2V1	2,363	1,654
551	Bombay	2127-8882 170th Street	Edmonton	AB	T5T 4J2	5,465	3,826
561	Bombay	Signal Hill	Calgary	AB	T3H 3P8	5,825	4,078
583	Bombay	99th Street N.W.	Edmonton	AB	T6N 1K9	5,010	3,507
✓ 595	Bombay	555 Sterling Lyon Way	Winnipeg	MB	R3P 1E9	6,888	4,822
✓ 596	Bombay	1585 Kenaston Blvd.	Winnipeg	MB	R3P 2N3	4,928	3,450
602	Bowring	777 Guelph Line	Burlington	ON	L7R 3N2	2,441	1,709
✓ 605	Bowring	999 Upper Wentworth St.	Hamilton	ON	L9A 4X5	2,467	1,727
625	Bowring	1555 Talbot Road	Lasalle	ON	N9H 2N2	6,120	4,284
✓ 627	Bowring	221 Glendale Ave	St Catherines	ON	L2T 2K9	6,583	4,608
✓ 628	Bowring	1965 Hyde Park Road	London	ON	N6H 0A3	4,537	3,176
✓ 630	Bowring	1400 Ottawa Street South	Kitchener	ON	N2E 4E2	6,180	4,326
635	Bowring	34 Pinebush Road	Cambridge	ON	N1R 8K5	5,557	3,890
✓ 636	Bowring	3487 Wyecroft Road	Oakville	ON	L6L 0B1	6,177	4,324
652	Bombay	78 1644 Hillside Avenue	Victoria	BC	V8T 2C5	5,318	3,723
660	Bombay	5000 Canoe Pass Way	Tsawwassen	BC	V4M 0B3	7,211	5,048
662	Bombay	6551 3 Rd.	Richmond	BC	V6Y 2B6	3,615	2,531
679	Bombay	101 Schoolhouse Street	Coquitlam	BC	V3K 4X8	7,550	5,285
✓ 681	Bowring	821 Golf Links Road	Ancaster	ON	L9K 1L5	5,516	3,861
695	Bombay	20070 Langley Bypass	Langley	BC	V3A 9J7	4,967	3,477
703	Bowring	5987 Signal Hill Ctr Dr S.W	Calgary	AB	T3H 3P8	6,521	4,565
705	Bowring	2003 99th Street N W	Edmonton	AB	T6N 1M1	6,078	4,255
715	Bowring	100 Anderson Rd Se	Calgary	AB	T2J 3V1	4,744	3,321
719	Bowring	1585 Kenaston Blvd	Winnipeg	MB	R3P 2N3	7,117	4,982
✓ 720	Bowring	555 Sterling Lyon Way	Winnipeg	MB	R3P 1E9	4,703	3,292
730	Bowring	2150 Prince Of Wales Dr	Regina	SK	S4V 3A6	5,798	4,059
817	Bowring	20150 Langley By Pass	Langley	BC	V3A 9J8	6,541	4,579
✓ 818	Bowring	101 Schoolhouse Street	Coquitlam	BC	V3K 4X8	6,499	4,549
✓ 825	Bowring	5000 Canoe Pass Way	Tsawwassen	BC	V4M 0B3	6,080	4,256
909	Bowring	100 Brien Blvd.	Repentigny	QC	J6A 5N4	1,887	1,321

Bombay/Bowring

86 Store FF&E Revenue

As of December 3, 2018

336

Store #	Brand	Address	City	Prov	Zip	Sq Footage	FF&E Revenue
✓ 913	Bombay	95 Orfus	Toronto	ON	M6A 1M4	15,836	11,085 <i>3000</i>
917	Bowring	56 Aberdeen Avenue 3	St John's	NF	A1A 5T3	6,606	4,624
920	Bowring	3252 Rue Jean Yves	Kirkland	QC	H9J 2R6	6,139	4,297
920	Bombay	20 Kingston Rd. West	Ajax	ON	L1T 4K8	8,455	5,919
✓ 921	Bombay	5000 Highway 7	Markham	ON	L3R 4M9	5,606	3,924
922	Bombay	5100 Erin Mills Pkway	Mississauga	ON	L5M 4Z5	2,846	1,992
923	Bowring	1009c Daze Road	Ottawa	ON	K1V 2G3	6,471	4,530
✓ 926	Bowring	100 Trainyards Drive	Ottawa	ON	K1G 3S2	5,072	3,550
930	Bombay	419 King Street W	Oshawa	ON	L1J 2K5	6,036	4,225
✓ 936	Bombay	160 North Queen Street	Toronto	ON	M9C 1H4	6,088	4,262
939	Bowring	401 Labelle Boulevard	Rosemere	QC	J7A 3T2	3,627	2,539
953	Bowring	600 Pierrecaisse	Saint-Jean-Sur-Richelieu	QC	J3A 1M1	2,637	1,846
956	Bombay	3487 Wycroft Rd	Oakville	ON	L6L 0B6	5,001	3,501
958	Bowring	75 Boulevard Du Plateau	Gatineau	QC	J9A 3G1	3,039	2,127
959	Bombay	1405 Harmony Road	Oshawa	ON	L1H 7K5	7,088	4,962
960	Bowring	2269 Riverside Dr	Ottawa	ON	K2A 1H2	2,400	1,680
961	Bowring	2006 Mer Bleue Road	Orleans	ON	K4A 0G2	5,056	3,539
✓ 962	Bowring	7335 Decarie	Montreal	QC	H4P 2G8	11,000	7,700
976	Bombay	410 Progress Ave.	Toronto	ON	M1P 5J1	5,040	3,528

TAB I

This is Exhibit "I" referred to in the Affidavit of Fred Benitah sworn
December 4th....., 2018

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

François D. Gagnon
T 514.954.2553
fgagnon@blg.com

Borden Ladner Gervais S.E.M.C.R.L., S.R.L./LLP
1000, rue De La Gauchetière Ouest
Bureau / Suite 900
Montréal, QC, Canada H3B 5H4
Tél. 514.879.1212
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blg.com



File No. 298495-000001

December 7, 2018

Delivered by Email

S. Fay Sulley
TORKIN MANES LLP
151, Yonge Street
Suite 1500
Toronto, ON M5C 2W7

Re: In the matter of the Notices of Intention to Make a Proposal of
11041037 Canada Inc. ("**Bombay**"),
11041045 Canada Inc. ("**Bowring**", and together with Bombay, the "**Debtors**")
and Fluid Brands Inc.

Dear counsel,

As you are aware, our client, Isaac Bennet Sales Agencies Inc. ("**IBSA**") holds security over the assets and undertaking of the Debtors, as more fully detailed in Schedule "**A**" hereto (the "**Security**"), to secure the repayment of the indebtedness of the Debtors pursuant to the Amended and Restated Loan Agreements entered into between IBSA and each of the Debtors, dated as of January 19, 2015 (the "**Loan Agreements**").

The Security charges all of the Debtors' undertaking, property, rights and assets of every nature, now owned or subsequently acquired and at any time and from time to time existing or in which the Debtors have or acquire an interest, wherever situate, including all the Debtors' present and after acquired personal property, annuities, financial assets, accounts, Chattel Paper, Contracts, Documents of Title, Equipment, Intangibles, Instruments, Inventory, Investment Property (including the Pledged Securities), Money and Proceeds (as such capitalized terms are defined in the Security), together with all increases, additions and accessions to any of them, and all substitutions or an replacement of any of them (together, the "**Collateral**").

Pursuant to the terms of the Security and the Loan Agreements, any sale of the Collateral, other than the sale of inventory in the ordinary course of business, is prohibited. Pursuant to the Liquidation Process Order rendered by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on November 2nd, 2018 (the "**Liquidation Order**"), the Debtors were authorized to enter into a liquidation sale with Merchant Retail Sale, ULC and Gordon Brothers Canada, ULC (collectively the "**Consultant**") as relates only to the Merchandise and FF&E (as such terms are defined in the consulting agreement entered into between the Debtors and Merchant Retail Solutions, ULC) located in the Debtor's retail stores.

Please be advised that any sale of any of the Collateral, including the sale of any part of the Collateral located within or upon that certain building known as 98 Orfus Road, Toronto, Ontario, wherein the head office of the Debtors is located (the "**Orfus Property**") or the sale of the warehouse equipment in the property located at 3389 Steeles Avenue East, Brampton, Ontario (the "**Steeles Property**"), other than the sale of Merchandise and FF&E located in the Debtors' retail stores, without the prior written consent of IBSA or an order of the Court, on notice to IBSA, is prohibited by the terms of the Liquidation Order, the Loan Agreements, the Security and the provisions of section 65.13 of the *Bankruptcy and Insolvency Act* (the "**B.I.A.**").

We understand that such prohibited sale of the Collateral may already have occurred, in that the Debtors, represented by Mr. Fred Benitah, would have concluded a sale (the "**Impugned Transaction**") of part of the Collateral to an entity controlled by or affiliated with Mr. Benitah, which was paid for by Mr. Benitah using his personal credit card in an amount of approximately \$240,000. In so doing, Mr. Benitah is not only acting in contravention to the Liquidation Order, the Loan Agreements, the Security and section 65.13 B.I.A., but he is also in a blatant conflict of interests. Indeed, rather than acting in the interest of the Debtors and their stakeholders, as is his fiduciary duty, he is quite obviously acting in his own personal interest.


We are still investigating the Impugned Transaction and will revert once we have further details. If the Impugned Transaction has indeed occurred, IBSA requires that same be immediately reversed and confirmation thereof be provided forthwith to the undersigned. Moreover, be advised that the assets sold remain charged by the Security pursuant to the provisions, *inter alia*, of section 28 of the Personal Property Security Act (Ontario) (the "**P.P.S.A.**") and that, unless we receive confirmation of the reversal of the Impugned Transaction, IBSA reserves the right to challenge the validity of the Impugned Transaction before the Court and to obtain an order pursuant to section 67(e) P.P.S.A. As such, IBSA requires that any assets of the Debtors sold pursuant to the Impugned Transaction not be removed from the Debtors' premises.

IBSA will hold Mr. Benitah personally liable, in his capacity as director of the Debtors, for any damages which may be suffered by IBSA as a result of such Impugned Transaction.

As counsel to the Debtors, we urge you to advise Mr. Benitah of his fiduciary obligations to the Debtors and their stakeholders, particularly in the current context, where both Debtors have filed Notices of Intention to Make a Proposal pursuant to the *Bankruptcy and Insolvency Act*.

Regards.

Borden Ladner Gervais LLP


François D. Gagnon

c.c. Mr. Isaac Benitah, *Isaac Bennet Sales Agencies Inc.*
Mr. Adam Sherman, *Richter Advisory Group Inc.*
Mrs. Sandra Abitan, *Osler, Hoskin & Harcourt LLP*
Mr. David Cohen, *Gowlings WLG*
Mr. Ben Nortman, *Merchant Retails Solutions, ULC*
Mr. Hylton Levy, *Farber Group*

Schedule "A"

I. Bombay Security

- a) General Security Agreement registered on January 21, 2014 at 11:01:14, in the British Columbia Personal Property Security Registration System under number 763047H, as amended on July 22, 2014 at 13:05:52 under registration number 084138I, on January 30, 2015 at 09:19:09, under registration number 415487I and on February 3, 2015 at 13:34:57 under registration number 421951I;
- b) General Security Agreement registered on December 30, 2014 at 12:00:29, in the British Columbia Personal Property Security Registration System under number 365668I, as amended on January 30, 2015 at 08:55:08, under registration number 415402I;
- c) General Security Agreement registered on January 21, 2014, in the Alberta Personal Property Security Registration System under registration number 14012113753, as amended on July 22, 2014 under registration number 14072222009, on January 30, 2015 under registration number 15013011381 and on February 3rd, 2015 under registration number 15020328237;
- d) General Security Agreement registered on December 30, 2014, in the Alberta Personal Property Security Registration System under registration number 14123028029, as amended on January 30, 2015 under registration number 15013010655;
- e) Personal Property Security Agreement registered on January 21, 2014 at 13:06:22, in the Saskatchewan Personal Property Security Registration System under registration number 301137893, as amended on July 22, 2014 at 14:58:12, on February 3rd, 2015 at 15:10:18 and on February 3rd, 2015 at 16:06:49;
- f) Personal Property Security Agreement registered on January 6, 2015 at 14:31:46, in the Saskatchewan Personal Property Security Registration System under registration number 301288110, as amended on February 2nd, 2015 at 13:46:24;
- g) General Security Agreement registered on January 21st, 2014 at 12:19:58 pm, in the Manitoba Personal Property Security Registration System under registration number 201401163200, as amended on July 22nd, 2014 at 3:38:08 pm, under registration number 201413580817, on February 5, 2015 at 9:02:03 am, under registration number 201501976119 and on February 5, 2015 at 9:21:19 am, under registration number 201501976917;
- h) General Security Agreement registered on December 29, 2014 at 12:17:21 pm, in the Manitoba Personal Property Security Registration System under registration number 201424355700, as amended on January 30, 2015 at 2:43:21 pm, under registration number 201501662319;
- i) General Security Agreement registered on January 20, 2014, in the Ontario Personal Property Security Registration System under registration number 20140120 1404 1590

5064, reference file number 693252117, as amended on June 24, 2014 under registration number 20140624 1516 1590 4920, on January 30, 2015 under registration number 20150130 1528 1590 8894, on January 30, 2015 under registration number 20150130 1604 1590 8919;

- j) General Security Agreement registered on January 6, 2015, in the Ontario Personal Property Security Registration System under registration number 20150106 1439 1590 7236, reference file number 702786069, as amended on January 30, 2015 under registration number 20150130 1526 1590 8890;
- k) A Movable Hypothec in the amount of \$18,000,000.00, dated February 5, 2008 and registered at the Quebec *Register of Personal and Movable Real Rights* on March 6, 2014 under number 14-0174874-0001, as modified on June 25, 2014 under number 14-0574488-0002, as assumed on January 23rd, 2015 under number 15-0056285-0001, as preserved on January 23rd, 2015 under number 15-0056286-0001 and as modified on February 4, 2015 under number 15-0087433-0001;
- l) A Movable Hypothec in the amount of \$22,000,000.00, dated February 21, 2014 and registered at the Quebec *Register of Personal and Movable Real Rights* on June 17, 2014 under number 14-0549003-0003, as modified on June 25, 2014 under number 14-0574488-0002 and on June 25, 2014 under number 14-0574488-0003, as assumed on January 23rd, 2015 under number 15-0056285-0001, as preserved on January 23rd, 2015 under number 15-0056286-0001 and modified on February 4, 2015 under number 15-0087433-0001;
- m) A Movable Hypothec in the amount of \$24,000,000.00, including an additional hypothec of 20%, dated January 19, 2015 and registered at the Quebec *Register of Personal and Movable Real Rights* on January 19, 2015 under number 15-0038764-0001 as modified on February 4, 2015 under number 15-0087422-0001;
- n) General Security Agreement registered on January 23, 2014 at 13:44, in the New Brunswick Personal Property Security Registration System under registration number 23961758, reference file number SM004113.291, as amended on July 23, 2014 at 09:50 under registration number 24692170, on January 30, 2015 at 14:36 under registration number 25418302 and on January 30, 2015 at 14:39 under number 25418328;
- o) General Security Agreement registered on January 5, 2015 at 12:51, in the New Brunswick Personal Property Security Registration System under registration number 25333964, reference file number SM004575.30, as amended on January 30, 2015 at 10:07 under registration number 25416314;
- p) General Security Agreement registered on January 23, 2014 at 13:43, in the Nova Scotia Personal Property Security Registration System under registration number 22281646, reference file number SM004113.291, as amended on July 23, 2014 at 09:51 under registration number 23082043, on January 30, 2015 at 14:42 under registration number 23852957 and on January 30, 2015 at 14:43 under number 23852973;

- q) General Security Agreement registered on January 5, 2015 at 12:52, in the Nova Scotia Personal Property Security Registration System under registration number 23763527, reference file number SM004575.30, as amended on January 30, 2015 at 10:18 under registration number 23851033;
- r) General Security Agreement registered on January 23, 2014 at 13:44, in the Newfoundland and Labrador Personal Property Security Registration System under registration number 11663259, reference file number SM004113.291, as amended on July 23, 2014 at 09:49 under registration number 12159208, on January 30, 2015 at 14:46 under registration number 12640645 and on January 30, 2015 at 14:48 under number 12640686;
- s) General Security Agreement registered on January 5, 2015 at 12:52, in the Newfoundland and Labrador Personal Property Security Registration System under registration number 12587440, reference file number SM004575.30, as amended on January 30, 2015 at 10:25 under registration number 12639498;

II. Bowring Security

- a) General Security Agreement registered on January 21, 2014 at 11:01:33, in the British Columbia Personal Property Security Registration System under number 763049H, as amended on July 22, 2014 at 13:05:32 under registration number 084136I, on January 30, 2015 at 09:20:09, under registration number 415489I and on February 3, 2015 at 13:36:31, under registration number 421960I;
- b) General Security Agreement registered on December 30, 2014 at 11:56:51, in the British Columbia Personal Property Security Registration System under number 365659I, as amended on January 30, 2015 at 08:52:14, under registration number 415383I;
- c) General Security Agreement registered on January 21, 2014, in the Alberta Personal Property Security Registration System under registration number 14012114147, as amended on July 22, 2014 under registration number 14072221965, on January 30, 2015 under registration number 15013011432 and on February 3rd, 2015 under registration number 15020328354;
- d) General Security Agreement registered on December 30, 2014, in the Alberta Personal Property Security Registration System under registration number 14123027501, as amended on January 30, 2015 under registration number 15013010554;
- e) Personal Property Security Agreement registered on January 21, 2014 at 13:08:03, in the Saskatchewan Personal Property Security Registration System under registration number 301137896, as amended on July 22, 2014 at 14:57:31, on February 3rd, 2015 at 15:09:41 and on February 3rd, 2015 at 16:07:10;
- f) Personal Property Security Agreement registered on January 6, 2015 at 14:30:53, in the Saskatchewan Personal Property Security Registration System under registration number 301288109, as amended on February 2nd, 2015 at 13:51:54;

- g) General Security Agreement registered on January 21st, 2014 at 12:24:58 pm, in the Manitoba Personal Property Security Registration System under registration number 201401163900, as amended on July 22nd, 2014 at 3:35:05 pm under registration number 201413580710, on July 22nd, 2014 at 3:40:43 pm under registration number 201413581210, on February 5, 2015 at 9:06:52 am under registration number 201501976313 and on February 5, 2015 at 9:26:11 am under registration number 201501977417;
- h) General Security Agreement registered on December 29, 2014 at 12:04:21 pm, in the Manitoba Personal Property Security Registration System under registration number 201424353405, as amended on January 30, 2015 at 2:37:43 pm under registration number 201501661711;
- i) General Security Agreement registered on January 20, 2014, in the Ontario Personal Property Security Registration System under registration number 20140120 1405 1590 5065, reference file number 693252126, as amended on June 24, 2014 under registration number 20140624 1516 1590 4921, on January 30, 2015 under registration number 20150130 1529 1590 8895 and on January 30, 2015 under registration number 20150130 1603 1590 8917;
- j) General Security Agreement registered on January 6, 2015, in the Ontario Personal Property Security Registration System under registration number 20150106 1438 1590 7235, reference file number 702786051, as amended on January 30, 2015 under registration number 20150130 1526 1590 8891;
- k) A Movable Hypothec in the amount of \$33,000,000.00, dated February 21, 2014 and registered at the Quebec *Register of Personal and Movable Real Rights* on June 17, 2014 under number 14-0549003-0002 as assumed on January 23rd, 2015 under number 15-0056294-0001, as preserved on January 23rd, 2015 under number 15-0056305-0001 and as modified on February 4, 2015 under number 15-0087434-0001;
- l) A Movable Hypothec in the amount of \$27,000,000.00, dated September 1st, 2006 and registered at the Quebec *Register of Personal and Movable Real Rights* on February 14, 2014 under number 14-0116682-0002 as modified on June 26, 2014 under number 14-0578604-0001, as assumed on January 23rd, 2015 under number 15-0056294-0001, as preserved on January 23, 2015 under number 15-0056305-0001 and as modified on February 4, 2015 under number 15-0087434-0001;
- m) A Movable Hypothec in the amount of \$24,000,000.00 including an additional hypothec of 20%, dated January 19, 2015 and registered at the Quebec *Register of Personal and Movable Real Rights* on January 19, 2015 under number 15-0038740-0001 as modified on February 4, 2015 under number 15-0087424-0001;
- n) General Security Agreement registered on January 23, 2014 at 13:45, in the New Brunswick Personal Property Security Registration System under registration number 23961766, reference file number SM004113.291, as amended July 23rd, 2014 at 09:47 under registration number 24692162, on January 30, 2015 at 14:50 under registration number 25418443 and on January 30, 2015 at 14:52 under registration number 25418450;

- o) General Security Agreement registered on January 5, 2015 at 12:50, in the New Brunswick Personal Property Security Registration System under registration number 25333956, reference file number SM004575.30, as amended on January 30, 2015 at 10:06 under registration number 25416272;
- p) General Security Agreement registered on January 23, 2014 at 13:45, in the Nova Scotia Personal Property Security Registration System under registration number 22281661, reference file number SM004113.291, as amended on July 23, 2014 at 09:48 under registration number 23082035, on January 30, 2015 at 14:56 under registration number 23853054 and on January 30, 2015 at 14:57 under number 23853187;
- q) General Security Agreement registered on January 5, 2015 at 12:50, in the Nova Scotia Personal Property Security Registration System under registration number 23763519, reference file number SM004575.30, as amended on January 30, 2015 at 10:17 under registration number 23851025;
- r) General Security Agreement registered on January 23, 2014 at 13:47, in the Newfoundland and Labrador Personal Property Security Registration System under registration number 11663267, reference file number SM004113.291, as amended on July 23, 2014 at 09:46 under registration number 12159182, on January 30, 2015 at 15:02 under registration number 12640710 and on January 30, 2015 at 15:03 under number 12640728;
- s) General Security Agreement registered on January 5, 2015 at 12:50, in the Newfoundland and Labrador Personal Property Security Registration System under registration number 12587432, reference file number SM004575.30, as amended on January 30, 2015 at 10:24 under registration number 12639480;

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC., 11041037 CANADA INC. and 11041045 CANADA INC.

Court File Nos.: 31-2436097, 31-2436108 & 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF FRED BENTAH
(December 18, 2018 Motion for Extension of Time)

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

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Tel: 416-863-1188
Fax: 416-863-0305

Lawyers for the Debtors

TAB 3

Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

THE HONOURABLE
JUSTICE

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)

TUESDAY, THE 18TH
DAY OF DECEMBER, 2018

BETWEEN:

(Court Seal)

ORDER

THIS MOTION, made by the Debtors, Fluid Brands Inc., 11041037 Canada Inc., 11041045 Canada Inc. (collectively the “Companies”), for an Order extending the time within which the Companies must file their Proposals from December 20, 2018 to January 31, 2019 was heard this day at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record of the Companies, the Affidavit of Fred Benitah sworn December 11, 2018 and on hearing the submissions of counsel for the Debtors and counsel for XX,

DRAFT

1. **THIS COURT ORDERS** that the deadline for the filing of the Proposals to Creditors by the Companies is hereby extended by a period of 42 days from December 20, 2018 to January 31, 2019.

2. **THIS COURT FURTHER ORDERS** that the fees and disbursements of the Proposal Trustee in this matter, Richter Advisory Group Inc. and its counsel, Osler, Hoskin & Harcourt LLP, as shown in the Fee Affidavit(s) of XXX, filed, are approved.

3. **THIS COURT FURTHER ORDERS** that the December 5, 2018 purchase of certain furniture, fixtures and equipment owned by the Companies by 2668602 Ontario Inc. as evidenced by the three invoices attached at Exhibit "H" to the Affidavit of Fred Benitah sworn December 11, 2018 is hereby approved *nunc pro tunc* pursuant to s. 65.13(1) and (5) of the *Bankruptcy and Insolvency Act*.

4. **THIS COURT FURTHER ORDERS** that the purchaser of the FF&E authorized to be sold pursuant to this Order shall take title to the purchased FF&E free and clear of any security, charge, claim, obligation or other restriction held by any person, and the proceeds of that sale shall stand in the place of the FF&E, subject to any and all security, claims, restrictions etc. that would have applied to the purchaser FF&E but for this Order.

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IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

Court File Nos.: 31-2436097, 31-2436108, 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

TORKIN MANES LLP
Barristers & Solicitors
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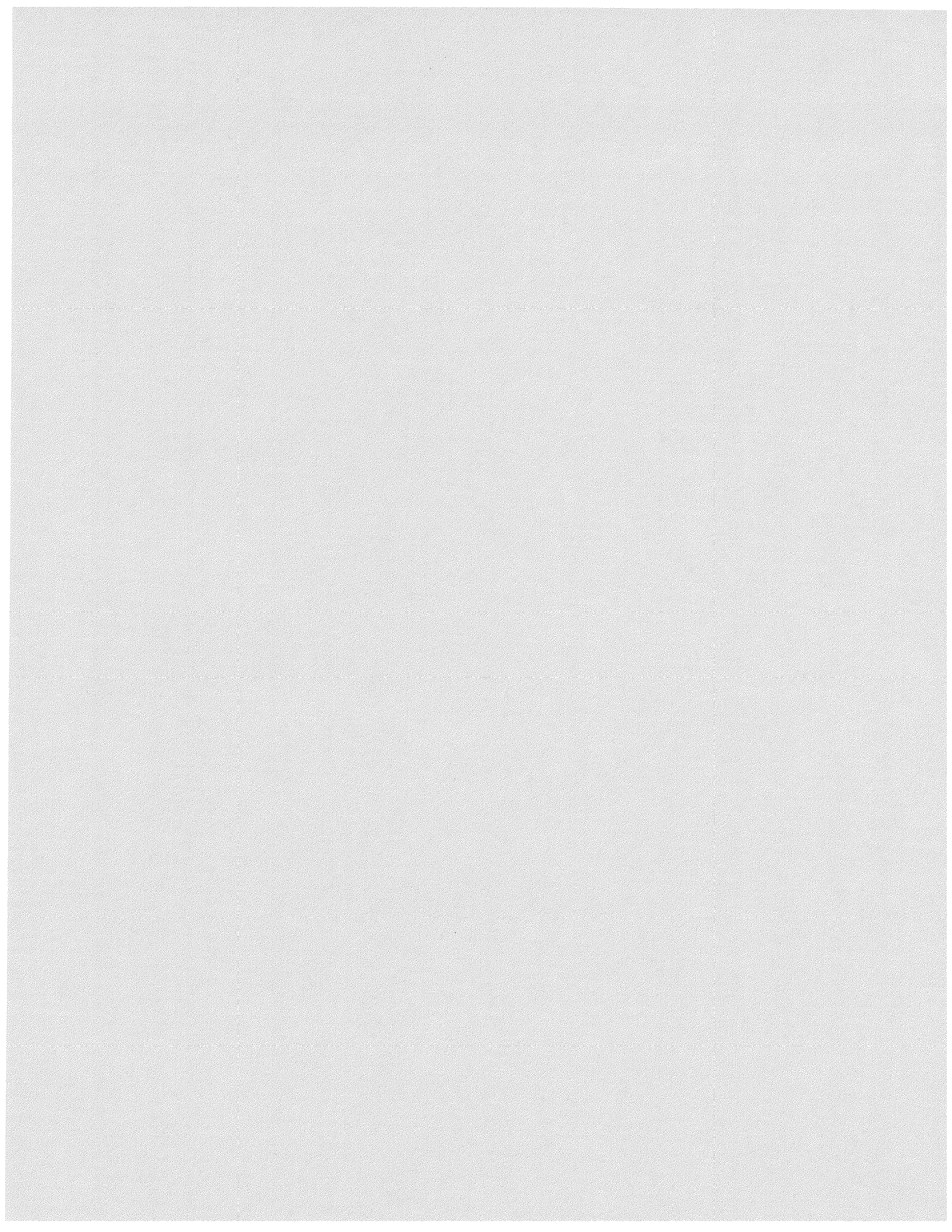
Fax: 1-888-587-9143

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Fax: 416-863-0305

Lawyers for Fluid Brands Inc., 11041037 Canada Inc. and
11041045 Canada Inc.

DRAFT



Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

THE HONOURABLE
JUSTICE

)
)
)

TUESDAY, THE 18TH
DAY OF DECEMBER, 2018

B E T W E E N:

(Court Seal)

ORDER

THIS MOTION, made by the Debtors, Fluid Brands Inc., 11041037 Canada Inc., 11041045 Canada Inc. (collectively the “Companies”), for an Order extending the time within which the Companies must file their Proposals from December 20, 2018 to January 31, 2019 was heard this day at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record of the Companies, the Affidavit of Fred Benitah sworn December , 2018 and on hearing the submissions of counsel for the Debtors and counsel for XX,

DRAFT

1. **THIS COURT ORDERS** that the deadline for the filing of the Proposals to Creditors by the Companies is hereby extended by a period of 42 days from December 20, 2018 to January 31, 2019.

2. **THIS COURT FURTHER ORDERS** that the fees and disbursements of the Proposal Trustee in this matter, Richter Advisory Group Inc. and its counsel, Osler, Hoskin & Harcourt LLP, as shown in the Fee Affidavit(s) of XXX, filed, are approved.

DRAFT

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

Court File Nos.: 31-2436097, 31-2436108, 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
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PROCEEDING COMMENCED AT TORONTO

ORDER

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Lawyers for Fluid Brands Inc., 11041037 Canada Inc. and
11041045 Canada Inc.

DRAFT

IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
FLUID BRANDS INC.,
11041037 CANADA INC. and 11041045 CANADA INC.

Court File No. 31-2436097
Court File No. 31-2436108
Court File No. 31-2436109

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD
(Motion For Extension Of Time
Returnable December 18, 2018)**

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
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Fax: 416-863-0305**

Lawyers for Fluid Brands Inc., 11041037 Canada Inc. and
11041045 Canada Inc.