

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC. , BOWRING & CO. INC. AND BENIX & CO. INC.**

Applicants

**MOTION RECORD
(returnable November 27, 2014)
(Re Stay Extension)**

Date: November 20, 2014

FASKEN MARTINEAU DuMOULIN LLP
Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)
dchochla@fasken.com

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Applicants

TO: THE ATTACHED SERVICE LIST

**E-SERVICE LIST
(October 24, 2014)**

TO: RICHTER ADVISORY GROUP INC.
2345 Yonge Street, Suite 300
Toronto, ON M4P 2E5

Attention: Gilles Benchaya/ Warren Levine/ Paul van Eyk / Adam Sherman
Phone: 416.488.2345
Fax: 416.488.3765
Email: GBenchaya@richterconsulting.com/ wlevine@richterconsulting.com/
PvanEyk@Richter.ca / asherman@richter.ca

Monitor of Bombay & Co. Inc., Bowring & Co. Inc. and Benix & Co. Inc.

AND TO: CASSELS BROCK & BLACKWELL LLP
40 King Street West
Suite 2100, Scotia Plaza
Toronto, ON M5H 3C2

Attention: Shayne Kukulowicz/ Jane Dietrich/ Larry Ellis
Phone: 416.860.6463 / 416 860-5223 / 416 869-5406
Fax: 416.640.3176 / 416 640-3144 / 416 640-3004
Email: skukulowicz@casselsbrock.com/ jdietrich@casselsbrock.com/
lellis@casselsbrock.com

*Lawyers to Richter Advisory Group Inc., in its capacity as Monitor of Bombay & Co. Inc.,
Bowring & Co. Inc. and Benix & Co. Inc.*

AND TO: GOWLING LAFLEUR HENDERSON LLP
100 King Street West
Suite 1600, First Canadian Place
Toronto, ON M5X 1G5

Attention: David F.W. Cohen / Alex MacFarlane / Frank Lamie
Phone: 416.369.6667 / 416-369-4631 / 416 862-3609
Fax: 416.862.7661
Email: david.cohen@gowlings.com / alex.macfarlane@gowlings.com /
Frank.Lamie@gowlings.com

Lawyers to Canadian Imperial Bank of Commerce

AND TO: FASKEN MARTINEAU DUMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Attention: Stuart Brotman / Dylan Chochla
Phone: 416 865 5419 / 416 868 3425
Fax: 416 364 7813
Email: sbrotman@fasken.com / dchochla@fasken.com

Lawyers for the Applicants

AND TO: TORYS LLP
79 Wellington St. W., Suite 3000
Box 270, TD Centre
Toronto, Ontario
M5K 1N2

Attention: Scott Bomhof / David Bish
Phone: 416 865-7370 / 416 865-7353
Fax: 416 865-7380
Email: sbomhof@torys.com / dbish@torys.com

Lawyers for The Cadillac Fairview Corporation Limited

AND TO: MCLEAN & KERR LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Walter R. Stevenson / Linda Galessiere
Phone: 416•369-6602 / 416•369-6609
Fax: 416•366-8571
Email: wstevenson@mcleankerr.com / lgalessiere@mcleankerr.com

Lawyers for Ivanhoe Cambridge Inc., 20 VIC Management Inc. (on behalf of Capital City Shopping Centre Limited, OPB Realty Inc. and OPB (EMTC) Inc.), Morguard Investments Limited and Calloway Real Estate Investment Trust.

AND TO: 4240073 CANADA INC., 9224-1892 QUEBEC INC. AND 9171-9922 QUEBEC INC., REPRESENTED BY THEIR MANDATARY CARBONLEO REAL ESTATE INC.
9160 Leduc Boulevard - Suite 510
Brossard, Québec
J4Y 0E3

Attention: Marjorie Gauvin
Phone: 450.550.8080
Fax: 450.550.8081
Email: mgauvin@Carbonleo.com

AND TO: DAOUST VUKOVICH LLP

Barristers & Solicitors
20 Queen Street West
Suite 3000
Toronto, Ontario
M5H 3R3

Attention: Kenneth Pimentel / Gasper Galati
Phone: 416 597-9306 / 416 598-7050
Fax: 416 597-8897
Email: kpimentel@dv-law.com / ggalati@dv-law.com

Lawyers for Canadian Property Holdings (Ontario) Inc., Calloway Reit (London N) Inc. and Calloway Reit (London N2) Inc.

AND TO: DAOUST VUKOVICH LLP

Barristers & Solicitors
20 Queen Street West
Suite 3000
Toronto, Ontario
M5H 3R3

Attention: Kenneth Pimentel / Gasper Galati
Phone: 416 597-9306 / 416 598-7050
Fax: 416 597-8897
Email: kpimentel@dv-law.com / ggalati@dv-law.com

Lawyers for London Life Insurance Company and The Great West Life Assurance Company

AND TO: DAVIS WEBB LLP

Barristers & Solicitors
24 Queen Street East
Suite 800
Brampton, Ontario
L6V 1A3

Attention: James S.G. Macdonald
Telephone: 905.451.6714 x 239
Fax: 905.454.1876
Email: James.Macdonald@DavisWebb.com

Lawyers for Maritime-Ontario Freight Lines Limited

AND TO: BLANEY MCMURTRY LLP

Barristers and Solicitors
1500 – 2 Queen Street East
Toronto, Ontario
M5C 3G5

Attention: John C. Wolf / Bradley Phillips
Telephone: 416 593-1221 / 416 593-3940
Fax: 416 593-5437
Email: jwolf@blaney.com / bphillips@blaney.com

Lawyers for Optrust Retail Inc. (Windsor Crossing, LaSalle, ON), Hillside Centre Holdings Inc., (Hillside Centre, Victoria, BC), Sunlife Assurance Company of Canada (Wellington Commons, London, ON) and bcIMC Realty Corporation (Westshore Town Centre, Victoria, BC) (collectively the “Bentall Kennedy Landlords”)

AND TO: BENNETT JONES LLP

3400 One First Canadian Place
Toronto, Ontario
M5X 1A4

Attention: S. Richard Orzy / Sean H. Zweig
Telephone: 416.777.5737 / 416.777.6254
Fax: 416.863.1716
Email: orzyr@bennettjones.com / zweigs@bennettjones.com

Lawyers for Isaac Benitah and Isaac Bennet Sales Agencies, Inc.

AND TO: MILLER THOMSON LLP

60 Coumbia Way, Suite 600
Markham, Ontario
L3R 0C9

Enzo Di Iorio
Telephone: 905.415.6711
Fax: 905.415.6777
Email: ediiorio@millertthomson.com

Lawyers for St. Joseph Communications

AND TO: MCCARTHY TETRAULT LLP
Suite 5300, P.O. Box 48, TD Bank Tower
Toronto, Ontario
M5K 1E6

Heather L. Meredith
Telephone: 416 601-8342
Fax: 416 868-0673
Email: hmeredith@mccarthy.ca

Lawyers for The Toronto-Dominion Bank and TD Financing Services Inc.

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**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC. , BOWRING & CO. INC. AND BENIX & CO. INC.**

Applicants

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(returnable November 27, 2014)**

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TAB 1

Court File No. CV-14-10659-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC., BOWRING & CO INC. AND BENIX & CO. INC.**

Applicants

**NOTICE OF MOTION
(returnable November 27, 2014)
(Re Stay Extension)**

Bombay and Co. Inc. ("**Bombay**"), Bowring and Co. Inc. ("**Bowring**") and Benix & Co. Inc. ("**Benix**", and together with Bombay and Bowring, the "**B+C Entities**") will make a motion to a judge of the Commercial List on Thursday, November 27, 2014 at 10:00 a.m., or as soon after that time as the motion can be heard, at the Court House at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order substantially in the form attached hereto as Schedule "A", *inter alia*:
 - (i) abridging the time for service of the Notice of Motion and the Motion Record herein, if necessary, and validating service thereof;

- (ii) extending the Stay Period (as defined in paragraph 14 of the Initial Order of the Honourable Mr. Justice Penny dated August 6, 2014) until January 20, 2015;
 - (iii) approving the pre-filing report of Richter Advisory Group Inc. (the “**Monitor**”), in its capacity as the proposed monitor of the B+C Entities, dated August 6, 2014 (the “**Pre-Filing Report**”), the first report of the Monitor dated August 19, 2014 (the “**First Report**”) and the second report of the Monitor to be filed in respect of this Motion (the “**Second Report**”) and approving the activities of the Monitor as described therein; and
 - (iv) approving the fees and disbursements of the Monitor and counsel to the Monitor;
- (b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) those grounds as set out in the affidavit of Freddy Benitah affirmed on November 20, 2014, and the exhibits thereto (the “**Benitah Affidavit**”);
- (b) those further grounds as set out in the Second Report, and the appendices thereto, to be filed;
- (c) the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and the inherent and equitable jurisdiction of this Court;

- (d) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (e) such further other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) the Benitah Affidavit;
- (b) the Pre-Filing Report, and the appendices thereto;
- (c) the First Report, and the appendices thereto;
- (d) the Second Report, and the appendices thereto, to be filed; and
- (e) such other material as counsel may advise and this Honourable Court may permit.

November 20, 2014

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#43430D)
Tel: 416 865 5419
Fax: 416 364 7813
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)
Tel: 416 868 3425
Fax: 416 364 7813
dchochla@fasken.com

Lawyers for the Applicants

TO: THE SERVICE LIST

TAB 1A

Court File No. CV-14-10659-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE)	THURSDAY, THE 27 th
)	
JUSTICE)	DAY OF NOVEMBER, 2014



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

**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC. , BOWRING & CO INC. AND BENIX & CO. INC.**

Applicants

STAY EXTENSION ORDER

THIS MOTION, made by Bombay & Co. Inc. ("**Bombay**"), Bowring & Co. Inc. ("**Bowring**") and Benix & Co. Inc. ("**Benix**", and together with Bombay and Bowring, the "**B+C Entities**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Freddy Benitah affirmed November 20, 2014 and the Exhibits thereto, the pre-filing report of Richter Advisory Group Inc. (the "**Monitor**"), in its capacity as proposed monitor of the B+C Entities, dated August 6, 2014 (the "**Pre-Filing Report**"), the first report of the Monitor dated August 19, 2014 (the "**First Report**") and the second report of the Monitor dated November , 2014 (the "**Second Report**", and together with the Pre-Filing Report and the First Report, the "**Monitor's Reports**"), and on hearing the submissions of counsel for the B+C Entities, counsel for the Canadian Imperial Bank of Commerce, counsel for the Monitor, and such other parties as were present, no one else appearing although duly served as appears from the affidavit of service of Tasha Boyd sworn November , 2014, filed:

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.

STAY EXTENSION

2. THIS COURT ORDERS that the Stay Period (as defined in paragraph 14 of the Initial Order) be and is hereby extended until and including January 20, 2015.

APPROVAL OF THE MONITOR'S REPORTS

3. THIS COURT ORDERS that the Monitor's Reports and the activities of the Monitor referred to therein be and are hereby approved.

4. THIS COURT ORDERS that the fees and disbursements of the Monitor for the period June 27, 2014 to November <@>, 2014, as described in the affidavit of <@> sworn November <@>, 2014, be and are hereby approved.

5. THIS COURT ORDERS that the fees and disbursements of the Monitor's legal counsel for the period July 4, 2014 to November 14, 2014, as described in the affidavit of Larry Ellis sworn November 20, 2014, be and are hereby approved.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING BOMBAY & CO. INC.,
BOWRING & CO. INC. AND BENIX & CO. INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceedings commenced in Toronto

STAY EXTENSION ORDER

FASKEN MARTINEAU DuMOULIN LLP

Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)
akauffman@fasken.com
dchochla@fasken.com

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Applicants

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

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING BOMBAY & CO. INC.,
BOWRING & CO. INC. AND BENIX & CO. INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced in Toronto

**NOTICE OF MOTION
(Returnable November 27, 2014)**

FASKEN MARTINEAU DuMOULIN LLP
Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)
dchochla@fasken.com

Tel: 416 366 8381
Fax: 416 364 7813

Lawyers for the Applicants

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC. , BOWRING & CO INC. AND BENIX & CO. INC.**

Applicants

**AFFIDAVIT OF FREDDY BENITAH
(AFFIRMED NOVEMBER 20, 2014)**

I, Freddy Benitah, of the City of Vaughan, in the Province of Ontario, **AFFIRM
AS FOLLOWS:**

1. I am the Chief Executive Officer of each of Bombay & Co. Inc. ("**Bombay**"), Bowring & Co. Inc. ("**Bowring**") and Benix & Co. Inc. ("**Benix**", and together with Bombay and Bowring, the "**B+C Entities**") and as such, I have knowledge of the matters set out herein. Where information has been received from others, I have stated the source of the information and believe it to be true.

I. INTRODUCTION

2. I am swearing this affidavit in support of a motion brought by the B+C Entities for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), among other things:

- (i) extending the Stay Period (as defined below) up to and including January 20, 2015 (the "Stay Extension");
- (ii) approving the pre-filing report of Richter Advisory Group Inc. (the "Monitor"), in its capacity as the proposed monitor of the B+C Entities, dated August 6, 2014, the first report of the Monitor dated August 19, 2014, and the second report of the Monitor to be delivered in respect of this Motion (the "Second Report") and approving the activities of the Monitor as described therein; and
- (iii) approving the fees and disbursements of the Monitor and its counsel.

II. BACKGROUND

3. Bombay and Bowring offer distinctly branded home furnishings, giftware and accessories for sale through retail stores throughout Canada. Benix formerly sold houseware products with a focus on cooking, home entertaining and giftware. As of June 30, 2014, Benix had closed its remaining stores, liquidated its inventory and terminated its employees.

4. As described in detail in the affidavit affirmed by me on August 6, 2014, in support of the B+C Entities' application for an Initial Order (as defined below) (the "Initial Order Affidavit"), Bombay and Bowring are each facing a severe liquidity crisis as a result of, among other things, underperforming retail stores and liquidity constraints. As a result, the B+C

Entities were in default of various financial and other covenants under the Amended, Restated and Consolidated Credit Agreement, as amended, with their primary secured lender, the Canadian Imperial Bank of Commerce (“CIBC”). Each of Bombay, Bowring and Benix were insolvent and unable to meet their liabilities as they became due.

5. On August 5, 2014 the B+C Entities and CIBC entered into a First Amended and Restated Forbearance Agreement, as amended by amendment no. 1 dated September 12, 2014, and as further amended by amendment no. 2 dated November 19, 2014 (collectively, the “**DIP Forbearance Agreement**”) pursuant to which CIBC agreed to (a) forbear from enforcing its rights under the Credit Agreement until the earlier of January 20, 2015 and certain terminating events, and (b) provide additional borrowings with increased aggregate availability under the Operating Facility and the L/C Facility (as those terms are defined in the Credit Agreement) of up to \$5 million (subject to a refined borrowing base formula and certain availability step downs).

6. The B+C Entities were granted protection from their creditors under the CCAA pursuant to an Initial Order of the Ontario Superior Court of Justice dated August 6, 2014 (the “**Initial Order**”). Amongst other relief granted to the B+C Entities, the Court approved the DIP Forbearance Agreement and granted the DIP Charge in favour of CIBC.

7. On August 22, 2014, the B+C Entities obtained an order from the Honourable Justice Hailey approving, amongst other things, (i) an agreement between the B+C Entities and a liquidation consultant to assist in liquidating inventory and furniture, fixtures and equipment (“**FF&E**”) at 39 store locations of Bombay and Bowring (the “**Inventory Liquidation Consulting Agreement**”), and (ii) a sale and investment solicitation process (“**SISP**”) to solicit

offers for all of the remaining business or assets of the B+C Entities, any of them, or any part(s) of any of them (the “**August 22 Order**”). Now produced and shown to me and annexed hereto as Exhibit “A” to my affidavit is a copy of the August 22 Order.

8. The Initial Order and the August 22 Order, together with all other filings in the CCAA proceedings, are available on the Monitor’s website at: www.richter.ca/en/insolvency-cases/b/bombay-and-co-inc-bowring-and-co-incbenix-and-co-inc.

9. Further details regarding the background to this CCAA proceeding are set out in the Initial Order Affidavit and, unless relevant to the present motion, are not repeated herein. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Initial Order Affidavit.

III. INVENTORY LIQUIDATION CONSULTING AGREEMENT

10. The Inventory Liquidation Consulting Agreement initially contemplated the liquidation and closure of 39 stores, and provided that the B+C Entities could increase or decrease the number of stores to be liquidated at its discretion. The B+C Entities initially determined to proceed with the liquidation of 30 stores. Upon the request of certain landlords that stores remain open through the holiday selling season 11 stores were ultimately removed from the liquidation and operated in exchange for a favourable reduction in rent.

11. The B+C Entities have completed all anticipated liquidations under the Inventory Liquidation Consulting Agreement, having closed 19 stores and disclaimed those leases that were subsisting.

IV. THE SISP

12. Following the issuance of the August 22 Order, the Monitor, in consultation with the B+C Entities, assembled a list of potential interested parties, which included strategic/financial purchasers and liquidators (collectively, the “**Prospective Interested Parties**”). The Prospective Interested Parties included persons who regularly liquidate merchandise in insolvency proceedings.

13. Commencing on August 27, 2014, the Monitor contacted approximately 105 Prospective Interested Parties to advise of the opportunity to acquire and/or invest in the B+C Entities’ business and/or assets. The Prospective Interested Parties were also provided with a “teaser” letter outlining the opportunity.

14. Pursuant to the SISP, if management of the B+C Entities, or a related party or parties, intended to participate in the SISP as a potential purchaser, such party or parties were to advise the Monitor in writing of such intention on or before August 29, 2014 (the “**Participation Notice**”), upon which management would be excluded from participation in the SISP other than as a bidder.

15. A Participation Notice was delivered to the Monitor on August 29, 2014. Since the delivery of the Participation Notice the SISP has been administered by the Monitor without any assistance from management of the B+C Entities which might create an unfair advantage or jeopardize the integrity of the SISP. I understand that details with respect to the conduct of the SISP will be included in the Second Report to be delivered in respect of this Motion.

V. STAY EXTENSION

16. The Initial Order granted a stay of proceedings up to and including September 15, 2014, which was extended to November 28, 2014 by order of the Honourable Justice Hainey dated August 22, 2014 (the “**Stay Period**”).

17. As I understand will be described in the Second Report to be delivered in respect of this Motion, the SISP is ongoing and an extension of the Stay Period up to and including January 20, 2015 (being the end of the forbearance period under the DIP Forbearance Agreement) is required to complete the SISP and complete a transaction, in the interest of the B+C Entities and their stakeholders.

18. As reflected in the cash flow statements of the B+C Entities for the requested Stay Extension, a copy of which will be appended to the Second Report, the B+C Entities have sufficient cash flow to carry on their business until January 20, 2015.

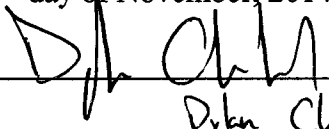
19. It is my belief that the B+C Entities have acted, and continue to act, in good faith and with due diligence in carrying on their business and pursuing a sale of the B+C Entities’ assets. I do not believe that any employee or creditor will suffer any material prejudice if the Stay Period is extended as requested.

20. I am informed by counsel to the B+C Entities that CIBC supports the Stay Extension. I am also informed by the Monitor that it supports the B+C Entities request to extend the Stay Period.

VI. PURPOSE OF AFFIDAVIT

21. I swear this Affidavit in support of the B+C Entities' motion in these proceedings and for no other or improper purpose.

AFFIRMED BEFORE ME at the)
City of Toronto, in the)
Province of Ontario, this)
20th day of November, 2014)
)




Dyka Chochla



FREDDY BENITAH

TAB 2A

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Freddy Benitah affirmed before me on
November 20th, 2014



A Commissioner for Taking Affidavits
Dybe Chochla

Court File No. CV-14-10659-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

THE HONOURABLE MR.)	FRIDAY, THE 22 nd
JUSTICE HAYNEY)	DAY OF AUGUST, 2014
)	

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

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING BOMBAY & CO. INC., BOWRING & CO INC. AND BENIX & CO. INC.

APPROVAL AND STAY EXTENSION ORDER

(Re Approval of Inventory Liquidation Consulting Agreement, SISP and stay extension)

THIS MOTION, made by Bombay & Co. Inc. ("Bombay"), Bowring & Co. Inc. ("Bowring") and Benix & Co. Inc. ("Benix", and together with Bombay and Bowring, the "B&C Entities"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Freddy Benitah affirmed August 15, 2014 and the Exhibits thereto (the "Benitah Affidavit"), and the first report of the monitor, Richter Advisory Group Inc. (the "Monitor") dated August 19, 2014 (the "First Report") and on hearing the submissions of counsel for the B&C Entities, counsel for the Canadian Imperial Bank of Commerce (the "DIP Lender"), counsel for the Monitor, and such other parties as were present, no one else appearing although duly served as appears from the affidavits of service of Tasha Boyd sworn August 18, 2014 and August 20, 2014,

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.

APPROVAL OF INVENTORY LIQUIDATION CONSULTING AGREEMENT

2. THIS COURT ORDERS AND DECLARES that the inventory liquidation consulting agreement dated August 15, 2014 (the "Inventory Liquidation Consulting Agreement") described in the affidavit of Freddy Benitah affirmed on August 15, 2014 (the "Benitah Affidavit") and attached thereto as Exhibit "C" (subject to such non-material amendments as may be agreed to by the B&C Entities and approved by the Monitor, after consultation with the DIP Lender) among the B&C Entities and 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 LLP (collectively, the "Consultant") be and is hereby approved and the B&C Entities and the Monitor, after consultation with the DIP Lender, are hereby authorized and directed to take such steps as they deem necessary or advisable to carry out the Inventory Liquidation Consulting Agreement.

3. THIS COURT ORDERS that the Sale Guidelines attached hereto as Schedule "A" be and are hereby approved and that the liquidation of the inventory and FF&E in the Stores (as defined in the Inventory Liquidation Consulting Agreement) shall be conducted in accordance with such Sale Guidelines. In the event of a conflict as between the terms of the Inventory Liquidation Consulting Agreement and the terms of the Sale Guidelines, the terms of the Sale Guidelines shall prevail.

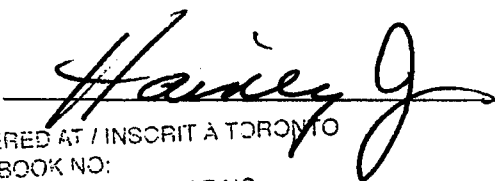
SALE AND INVESTMENT SOLICITATION PROCESS

4. THIS COURT ORDERS that the sale and investment solicitation process (the "SISP") attached hereto as Schedule "B" (subject to such non-material amendments as may be agreed to by the B&C Entities and approved by the Monitor, after consultation with the DIP Lender) is hereby approved and the B&C Entities and the Monitor, after consultation with the DIP Lender, are hereby authorized and directed to take such steps as they deem necessary or advisable to

carry out the SISP, subject to prior approval of this Court being obtained before completion of any such sale or financing under the SISP.

STAY EXTENSION

5. THIS COURT ORDERS that the Stay Period (as defined in paragraph 14 of the Initial Order be and is hereby extended until and including November 28, 2014.


ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
AUG 22 2014
NM

Schedule "A"

SALE GUIDELINES

The following procedures shall apply to any sale of inventory ordinarily sold in the Stores (as defined below) and located in the Stores, warehouse or distribution centres, and assets or other property owned by the B&C Entities (as defined by the Order to which these Sale Guidelines are appended – the "**Order**" which B&C Entities are referred to as the "Merchant" herein), other than real property leases, (collectively, the "**Merchandise**") and any fixtures, furniture and equipment (collectively, the "**FF&E**") owned by the Merchant in connection with a sale (the "**Sale**") to be held by the Merchant with the assistance of the Consultants (as such term is defined in the Order) in the Merchant's retail stores (individually a "**Store**" and, collectively, the "**Stores**"), such Sale to end by no later than November 24, 2014:

1. Except as otherwise expressly set out herein, and subject to: (i) an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") approving the Inventory Liquidation Consulting Agreement; or (ii) any written agreement between the Merchant and the applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**"), 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 for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**").
2. The Sale shall be conducted so that the Stores remain open during the normal hours of operation provided for in the respective Leases for the Stores. Rent payable under the respective Leases shall be paid as provided in the Initial CCAA Order dated August 6, 2014.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Merchant in consultation with the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. The Merchant may advertise the Sale at the Stores as a "sale on everything", "store closing" or similar theme sale at the Stores (save that no signs shall advertise the Sale as "bankruptcy", "a liquidation" or a "going out of business sale"). Forthwith upon request, the Merchant shall provide the proposed signage packages by e-mail or facsimile to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Merchant of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. The Merchant shall not use neon or day-glo or handwritten signage, other than "you pay" and "topper" signs. 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 Merchant and the Landlord will discuss the Landlord's concerns and work to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless permitted by the applicable Lease. Nothing contained herein shall be construed to create or impose upon the Merchant any additional restrictions not contained in the applicable Leases. In

addition, the Merchant shall be permitted to utilize exterior banners/signs only 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. Any banners permitted to be 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 Merchant.

5. The Merchant 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. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final" and that customers with any questions or complaints subsequent to the conclusion of the Sale may contact a named representative of the Merchant or the Consultant at a specified telephone number.
7. The Merchant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Merchant may solicit customers in the Stores themselves. The Merchant 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.
8. At the conclusion of the Sale, the Merchant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall otherwise leave the Stores in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No fixtures may be removed without complying with the provisions of the Initial Order of the Court, dated August 6, 2014. In any event, no property of any landlord of a Store shall be removed or sold during the Sale.
9. Subject to paragraph 8 above, the Merchant in consultation with the Consultant may sell furniture, fixtures and equipment ("FF&E") owned by the Merchant and located in the Stores during the Sale. The Merchant may advertise the sale of FF&E consistent with the guidelines provided in paragraphs 4 and 6 hereof on the understanding that the Landlord may require such signs to be placed in discreet locations within the Store reasonably acceptable to the Landlord. 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 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 Landlord's supervision as required by the Landlord. The Merchant shall repair any damage to the Stores resulting from the removal of any FF&E.
10. The Merchant shall not make any alterations to interior or exterior Store lighting. No property of any landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or other signage shall not constitute an alteration to a Store.

11. The Consultant and its representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable leases, and the landlords shall have the rights of access to the Stores during the Sale provided for in the applicable leases (subject, for greater certainty, to the stay of proceedings set out in the Initial Order of the Court, dated August 6, 2014).
12. The Merchant shall not conduct any auctions of Merchandise or FF&E at any of the Stores. Subject to an agreement between the Merchant and the Landlords, the Merchant shall not augment the Merchandise included in the Sale except that they shall be entitled to include in the Sale, Merchandise to be located in the Merchant's distribution centre provided that it had been ordered by the Merchant prior to August 6, 2014 but has not yet been delivered.
13. Except with respect to FF&E that can fit in a shopping bag, removal of other furniture, movable fixtures and equipment shall take place before or after the regular hours of the Store or shopping center and through service of the exits and corridors designated by the landlord. The Merchant may abandon any of the FF&E not sold in the Sale at the Store premises at the conclusion of the Sale; provided however the landlord for the subject Store shall have the right to remove and dispose of such property without liability to the Merchant.
14. The Consultant shall designate a party to be contacted by landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Ian Fredericks who may be reached by phone at (847) 418-2075 or email at ifredericks@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 Merchant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court.
15. Nothing herein or in the Inventory Liquidation Consulting Agreement is, or shall be deemed to be a consent by any landlord to the sale, assignment or transfer of any leases or grant to the landlord any greater rights than already exist under the terms of any applicable leases.
16. For greater certainty, the Consultant is acting as the Merchant's consultant in accordance with the terms of the Inventory Liquidation Consulting Agreement. The Consultant shall have no different rights than the Merchant in the conduct of the liquidation shall and shall be bound by the same terms as the Merchant with respect thereto.
17. These Guidelines can be amended by written agreement between the Merchant and the applicable Landlord.

Schedule "B"

**SALE AND INVESTOR SOLICITATION PROCESS
("SISP")**

Overview

1. Benix & Co. Inc., Bombay & Co. Inc. and Bowring & Co. Inc. (collectively the "**Applicants**") are three (3) separate legal entities:
 - (i) Bombay & Co. Ltd., which currently operates fifty-five (55) stores across Canada and offers large furniture, small occasional furniture, wall décor and home accessories;
 - (ii) Bowring & Co. Ltd., which currently operates fifty-seven (57) stores across Canada and offers giftware, fashion tableware, and decorative home accessories; and
 - (iii) Benix & Co. Ltd., which closed its final store in June, 2014, and prior to closing operated a chain of stores specializing in housewares, with a focus on cooking, home entertaining and giftware.
2. As a result of sustained losses and insufficient liquidity to finance operations, the Applicants, on August 6, 2014, obtained an order (the "**Initial Order**") for protection, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended ("**CCAA**"). Richter Advisory Group Inc. was appointed as the monitor of the Applicants (the "**Monitor**").
3. The Applicants and the Monitor believe that prospective buyers and/or investors will be interested in purchasing or investing in the Applicants' business for the following reasons:
 - (i) the Applicants have developed a restructuring plan, which includes the closure of underperforming store locations, significant cost cutting measures including headcount reductions and rent reductions, and an overall focus on profitable stores;
 - (ii) the Applicants have strong, established brand names, which are considered to be a staple in the home furniture and housewares industry in Canada;
 - (iii) the Applicants have a widespread national retail presence, including desirable store locations across Canada;
 - (iv) the Applicants have well established distribution channels; and
 - (v) the Applicants have an experienced management team capable of delivering on the Applicants' restructuring plan.

4. The Applicants, with the assistance of the Monitor, will be conducting a liquidation process concurrent with the SISP. The purpose of the concurrent process will be to effect the closure of those stores that are cash negative stores or otherwise have a net negative effect on the Applicants' overall business. References made to the "Applicants business" in this SISP refer only to those stores and operations that the Applicants, in consultation with the Monitor, intend to continue operating and exclude those stores that will be closed.

Objectives

5. The Objective of the SISP are to:
 - (i) solicit offers from the market from those parties that are interested in refinancing the Applicants' business in an amount at least sufficient to repay all indebtedness owing to secured creditors of the Applicants and to provide sufficient working capital for the Applicants' ongoing business (the "**Investment Proposal**");
 - (ii) solicit offers from the market from those parties that are interested in purchasing the Applicants' business or a portion thereof (the "**Sale Proposal**");
 - (iii) ensure that the SISP is fair and effective for all parties, and is undertaken in a cost-effective manner;
 - (iv) preserve the continuity of the Applicants' operations during the SISP; and
 - (v) maximize value for the Applicants' stakeholders.(collectively the "**SISP Objectives**")

Role of the Monitor

6. The Monitor, will be responsible for managing all aspects of the SISP, while consulting with the Applicants' management ("**Management**") on how best to achieve the SISP Objectives. The Monitor's primary responsibilities will include:
 - (i) preparing a list of potential buyers and investors;
 - (ii) drafting of an initial offering summary ("**Teaser Letter**");
 - (iii) assisting legal counsel with the preparation of a confidentiality agreement ("**CA**");
 - (iv) populating and managing an electronic data room ("**Data Room**");

- (v) assisting legal counsel with the preparation of a template offer;
 - (vi) managing all communications with prospective buyers or investors and negotiating transactional documentation; and
 - (vii) consulting with the Canadian Imperial Bank of Commerce, in its capacity as "**DIP Lender**", throughout the process as the Monitor determines is appropriate and in accordance with the First Amended and Restated Forbearance Agreement among the Applicants, as borrowers and guarantors, and the DIP Lender, as lender, dated as of August 5, 2014 (as amended, revised, restated and/or replaced, from time to time to time, referred to as the "**FARFA**") and the Credit Agreement (as the term "**Credit Agreement**" is defined in the FARFA).
7. The Monitor, in consultation with Management, will have responsibility for managing all communications with prospective purchasers prior to and after receipt of binding offers. These communications include, but are not limited to, facilitating the delivery of all communications, contacting prospective purchasers/investors and providing them with the Teaser Letter, coordinating the execution of CAs, soliciting and tracking all expressions of interest, facilitating any requests for tours of the Applicants' facilities, managing the process of answering all inquiries from purchasers/investors, coordinating any presentations that may be requested by purchasers/investors, soliciting and tracking all offers and reviewing and negotiating transactional documentation.

Role of Management

8. Management shall assist the Monitor with the preparation of all of the material listed above and generally cooperate with the Monitor with all actions necessary to achieve the SISP Objectives.
9. Management has advised the Monitor that it, or a related party or parties, may submit a bid for the purchase of the Applicants' business. Any such party or parties who is/are interested to do so must advise the Monitor in writing of such intention on or before August 29, 2014 (the "**Participation Notice**"). Upon receipt of a Participation Notice, Management will be excluded from any participation in the SISP that might create an unfair advantage or jeopardize the integrity of the SISP. For greater certainty any such party or parties delivering a Participation Notice will be subject to the SISP procedures as an Interested Party.

Identification of Potential Interested Parties

10. The Monitor, after consultation with Management and the DIP Lender, will develop a list of strategic and financial parties who may be interested in

investing in the Applicants and/or acquiring the Applicants' business (the "**Potential Bidders**").

11. The Applicants will obtain a Court order approving, *inter alia*, the SISP on or before August 22, 2014 (the "**SISP Approval Order**").

Sale and Investor Solicitation Process

12. The Monitor will, on or before August 27, 2014, distribute the Teaser Letter to all Potential Bidders and any other party who requests same.
13. Potential Bidders who wish to commence due diligence will be required to sign a CA, in a form acceptable to the Monitor.
14. Upon execution of a CA, the Monitor will provide each Potential Bidder (now an "**Interested Party**") with:
 - (i) a copy of the SISP; and
 - (ii) access to the Data Room, where information in connection with the Applicants' business will be available.

(collectively the "**Data Room Information**")
15. The Monitor will work with Management to complete the population of the Data Room with the Data Room Information on or before August 29, 2014. The Applicants, in consultation with the Monitor, reserve the right to limit any Interested Party's access to the Data Room Information where, in the Applicants' discretion, to do so could negatively impact the Applicants' business operations.
16. The Monitor will provide each Interested Party with the form of template offer ("**Template Offer**") on or before August 29, 2014. Each Interested Party who wishes to advance an Investment Proposal may do so in any form provided it meets the requirements set out in Section 18(ii) hereof.
17. Requests from Interested Parties for additional information will be made to the Monitor. Subject to Section 9 of the SISP, the Monitor, where necessary, will coordinate its responses to requests for additional information with Management.
18. Each Interested Party will be required to submit an irrevocable offer to the Monitor on or before 12:00 noon (EST) on September 26, 2014 (the "**Offer Deadline**"), which offer, shall set out to the extent applicable, among other things:
 - (i) in the case of a Sale Proposal, an executed offer containing the following terms and information: (i) the purchase price (including

the liabilities to be assumed by the Interested Party); (ii) any of the Applicants' assets and liabilities to be excluded; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the transaction and any related contingencies, as applicable); (iv) the treatment of employees of the Applicants; and; (vi) any regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals; (vii) an allocation of the purchase price between the Applicants' assets; and a blackline of the Template Offer to the offer; or

- (ii) in the case of an Investment Proposal, an executed Investment Proposal containing the following terms and information: (i) the aggregate amount of the equity and debt financing with an allocation between each Applicant (including, the sources of such financing, evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the transaction and any related contingencies, as applicable); (ii) the underlying assumptions regarding the anticipated debt levels, debt service fees, interest and amortization); (iii) any amount to be allocated to the Applicants' unsecured creditors and employees; (iv) confirmation that any anticipated corporate, shareholder or internal approvals required to close the transaction have been obtained; (v) any anticipated regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals; and
- (iii) such other information reasonably requested by the Monitor.

Offer Recommendation, Acceptance and Negotiation Process

- 19. The Monitor, after consultation with the Applicants and the DIP Lender, may seek clarifications with respect to the offers and may, after consultation with the DIP Lender, negotiate any and all aspects of the offers or bids at any time prior to the completion of the Auction or No Auction process. The Monitor is not obligated to consult the Applicants in circumstances where a Participation Notice pursuant to paragraph 9 hereof has been delivered.
- 20. All offers must be capable of acceptance and must be irrevocable until 11:59 pm EST on November 6, 2014. All Offers must be accompanied by a deposit in the form of a wire transfer (to a bank account specified by the Monitor), or such other form of immediately available funds acceptable to

the Monitor, payable to the order of the Monitor, in trust, in an amount equal to 10% of the total financing or purchase consideration to be held and dealt with in accordance with the terms of the offer (the "Deposits").

21. Deposits received from Interested Parties shall be held in an interest bearing account. Deposits, other than the Deposit of the Successful Bidder, shall be returned to such Interested Parties two business days after the selection of the Successful Bidder as set out in paragraph 27(v) or paragraph 30. The Deposit received from the Successful Bidder shall be applied to the purchase price of such transaction at closing or otherwise dealt with in accordance with the definitive documentation entered into with the Applicants.

Auction Trigger

22. Immediately after the Offer Deadline, the Monitor shall, where necessary, and after consulting with the DIP Lender, take such steps as are required to clarify values and information set out in any offer and/or negotiate the terms of any offer. Once all offers are clarified the Monitor shall:
 - (i) summarize the values set out in each offer;
 - (ii) after consulting with the DIP Lender, determine which offers provide for the indefeasible cash payment in full by the bidder to the DIP Lender, of all amounts owing to the DIP Lender under the FARFA, the Credit Agreement and the other Loan Documents (as defined in the FARFA) including, without limitation, all of the Outstanding Obligations (defined in the Credit Agreement) upon the successful closing thereof which closing is completed prior to the expiry or termination of the Forbearance Period (as defined in the FARFA), (such payment within such timeframes being referred to as "Lender Payment in Full"); and
 - (iii) determine which offer provides the greatest value to the Applicants' stakeholders.

The Monitor shall provide a copy of such summary to the DIP Lender as soon as practicable. If such an offer is an Investment Proposal, the Applicants and/or the Monitor may return to Court for directions, as appropriate. If such an offer is a Sale Proposal for the purposes of this Auction section the Interested Party that the Monitor has determined, submitted the greatest value bid and provided for Lender Payment in Full shall be referred to as the "Threshold Bidder". The determination of greatest value bid shall be made by the Monitor considering the following factors (a) the amount and nature of the consideration, including the ability to pay the Lender Payment in Full; (b) the proposed assumption of any liabilities, if any; (c) the ability of the bidder to close the transaction, within

the time period contemplated for a Lender Payment in Full; (d) the impact of the contemplated transaction on any actual or potential litigation; (e) any purchase price adjustments; (f) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (g) the net economic effect of any changes from the Template Offer; (h) the net after-tax consideration to be received by the Applicants; and (i) such other considerations as the Monitor deems relevant in their reasonable business judgment, after consulting with the DIP Lender, (collectively the "**Bid Assessment Criteria**").

23. The Monitor shall identify any other offers that are within CDN \$5 million of the Threshold Bidder's offer. For the purposes of this Auction section any Interested Party that submits an offer that is within CDN \$5 million of the Threshold Bidder's offer and satisfied the Bid Assessment Criteria shall be referred to as a "**Qualified Bidder**".
24. In the event the Monitor, after consulting with the DIP Lender, identifies Qualified Bidders the Monitor shall send written notice to any Qualified Bidders, on or before noon on October 3, 2014, advising the Qualified Bidders that they are Qualified Bidders (the "**Auction Notice**"). The Auction Notice shall also include:
 - (i) the date, time and location of the proposed auction;
 - (ii) the terms of the Opening Bid (as defined below);
 - (iii) the minimum first bid required in order to exceed the Threshold Bidder's offer; and
 - (iv) the procedures pursuant to which the auction will be conducted.
25. Qualified Bidders must notify the Monitor, in writing, by no later than noon on October 6, 2014, of their intention to participate in the auction (the "**Auction Notice Response**"). Where the Monitor does not receive an Auction Notice Response it shall be deemed that the applicable Interested Parties declined to participate.
26. In circumstances where no Qualified Bidder elects to participate in the auction process the Applicants and the Monitor, after consultation with the DIP Lender, shall proceed to consummate the sale transaction in accordance with the "No Auction" section of the SISP. If the only Qualified Bidder electing to participate in the Auction process is the Threshold Bidder, the Threshold Bidder shall be deemed to be the Successful Bidder, subject to court approval.
27. In circumstances where a Qualified Bidder elects to participate an auction shall be conducted on or before October 8, 2014, according to the following procedures:

- (i) Participation at the Auction. Only the Threshold Bidder and Qualified Bidders (collectively the "**Auction Participants**") are eligible to participate at the auction. Only the authorized representatives (including counsel and other advisors) of each Auction Participant and the DIP Lender shall be permitted to attend the auction. The bidding shall begin with the Threshold Bidder's offer (the "**Opening Bid**") and each subsequent round of bidding shall continue in minimum increments of at least the Minimum Overbid Increment (as defined below).
- (ii) Monitor Shall Conduct the Auction. The Monitor shall direct and preside over the auction. At the start of the auction the Monitor shall confirm the terms of the Opening Bid to all Auction Participants. All bids made after the Opening Bid shall be Overbids (as defined below), and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Auction Participants. The Monitor shall maintain a transcript of the Opening Bid and all Overbids made and announced at the auction.
- (iii) Terms of Overbids. An "Overbid" is any bid made at the auction subsequent to the announcement of the Opening Bid. To submit an Overbid, in any round of the auction, an Auction Participant must comply with the following requirements:
- a. Minimum Overbid Increment
- Any Overbid shall be made in increments of at least \$150,000.
- b. Announcing Overbids
- At the end of each round of bidding, the Monitor shall announce the material terms of the then highest and/or best Overbid, the basis for the calculating the total consideration offered in such Overbid, and the resulting benefit to the Applicants based on, among other things, the Bid Assessment Criteria.
- c. Failure to Bid
- If at the end of any round of bidding an Auction Participant fails to submit an Overbid, then such Auction Participant shall not be entitled to continue to participate in the next round of the Auction.
- (iv) Additional Procedures. The Monitor may, after consultation with the Auction Participants and its advisors and the DIP Lender and its advisors, adopt rules for the auction at or prior to the auction that will better promote the goals of the auction and that are not inconsistent with any of the provisions of these bidding procedures, provided that no such rules may change the requirement that all

Overbids shall be made and received in one room, within a defined period, on an open basis, and all other Auction Participants shall be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant submitting a bid shall be fully disclosed to all other Auction Participants and that all material terms of the then highest and/or best Overbid at the end of each round of bidding will be fully disclosed to all other Auction Participants.

- (v) Closing the Auction. Upon conclusion of the bidding, the auction shall be closed, and the Monitor shall immediately review the final Overbid of each Auction Participant on the basis of the Bid Assessment Criteria and after consultation with the DIP Lender, notify the Auction Participants as to the winner of the auction process subject to Court Approval (the "**Successful Bidder**" and the Successful Bid being the "**Successful Bid**").

The bidders shall bid in inverse order according to the ranking of their offers or previous bids, as determined by the Monitor; the terms and conditions of all bids shall be open to all other Qualified Bidders at such time as they are made; and the Auction process shall continue until there are only two Qualified Bidders, each of which has submitted its final bid or the lowest ranking of which does not wish to make a further bid.

28. The Applicants shall complete the sale transaction or transactions with the Successful Bidder following approval of the Successful Bid by the Court. The Applicants will be deemed to have accepted the Successful Bid only when this bid is approved by the Court.
29. The Applicants shall file a motion with the Court to approve the Successful Bid by no later than October 15, 2014 (the "**Auction Approval Hearing**"). The Applicants and the Successful Bidder will make best efforts to have the Auction Approval Hearing scheduled prior to October 31, 2014.

No Auction

30. In circumstances where no auction is required and Management has not delivered a Participation Notice, the Monitor will summarize the terms of all offers received from Interested Parties and provide its recommendation to Management and the DIP Lender, as with respect to selecting the offer to consummate the transactions (the "**Accepted Offer**"). The Monitor's recommendation shall be subject to the same criteria as enumerated in paragraph 22. Any proposed Accepted Offer that does not provide for Lender Payment in Full shall be subject to the consent of the DIP Lender prior to being designated as the Accepted Offer. If, under these circumstances, Management selects the Accepted Offer, the Monitor, after consulting with the DIP Lender, shall promptly notify the Successful

Bidder that its offer has been accepted (the "**Acceptance Notice**"), subject to the terms of the SISP and subject to the approval by the *Ontario Superior Court of Justice* (Commercial List) (the "**Court**"). The Applicants shall file a motion with the Court for the approval of the Accepted Offer on or before October 8, 2014. Management shall however, have the discretion to accept the Monitor's recommendation, select an alternative to the Monitor's suggestion or to refuse all offers received and if Management chooses to do the latter, the Applicants shall immediately bring a motion to the Court for directions regarding same. Nothing whatsoever in this SISP precludes the DIP Lender from objecting to and opposing the approval of the Accepted Offer where the DIP Lender has not consented to the Accepted Offer whether or not such offer provides for Lender Payment in Full.

31. Subject to paragraph 26 and to the prior consent of the DIP Lender where the Accepted Offer does not provide for Lender Payment in Full, in circumstances where no auction is required and where Management has submitted a Participation Notice, the Monitor shall have the sole discretion to accept an offer or to refuse all offers received. If, under these circumstances, the Monitor, after consulting with the DIP Lender, selects an offer, the Monitor shall promptly provide the Successful Bidder with the Acceptance Notice, which shall be subject to the terms of the SISP and subject to the Court's approval. The Monitor shall file a motion with the Court for the approval of the Accepted Offer on or before October 8, 2014.
32. If the Applicants in the first instance or the Monitor in the second instance, after consulting with the DIP Lender, determine that no offer should be accepted, the SISP process shall be terminated and the Applicants shall immediately bring a motion seeking directions from the Court.

Court Approval and Closing

33. The Accepted Offer or the Successful Bid, as the case may be, shall be subject to approval by the DIP Lender where such Accepted Offer or Successful Bid does not provide for the Lender Payment in Full and shall be subject only to the conditions contained in the Accepted Offer or Successful Bid.
34. Any Accepted Offer or Successful Bid shall be conditional upon the Applicants obtaining Court approval of the Accepted Offer or Successful Bid.
35. Following the selection of the Accepted Offer or the Successful Bid and after receipt of the foregoing approvals, the Monitor shall take such steps as may be necessary to facilitate a closing of each transaction by no later than November 6, 2014.

Other

36. The Monitor, after consulting with the Applicants and the DIP Lender, may amend the SISP, including as it relates to any time limits as may be necessary to achieve the above objectives, or as may be amended by further Order of the Court.
37. Neither the Applicants nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP Procedures arising out of any agreement or arrangement entered into by the party that submitted the Accepted Offer or Successful Bid. Any such claim shall be the sole liability of the party that submitted such Accepted Offer or Successful Bid.

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING BOMBAY & CO. INC.,
BOWRING & CO. INC. AND BENIX & CO. INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced in Toronto

APPROVAL AND STAY EXTENSION ORDER

FASKEN MARTINEAU DUMOULIN LLP

Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)

Aubrey Kauffman (LSUC#18829N)

Dylan Chochla (LSUC#62137I)

sbrotman@fasken.com

akauffman@fasken.com

dchochla@fasken.com

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Applicants

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING BOMBAY & CO. INC.,
BOWRING & CO. INC. AND BENIX & CO. INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced in Toronto

**AFFIDAVIT OF FREDDY BENITAH
(AFFIRMED NOVEMBER 20, 2014)**

FASKEN MARTINEAU DuMOULIN LLP

Barristers & Solicitors

333 Bay Street, Suite 2400

Bay Adelaide Centre, Box 20

Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)

sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)

dchochla@fasken.com

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Applicants

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FASKEN MARTINEAU DuMOULIN LLP
Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Stuart Brotman (LSUC#43430D)
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)
dchochla@fasken.com

Tel: 416 366 8381
Fax: 416 364 7813

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