

Court File No.

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.

APPLICATION RECORD
(returnable August 6, 2014)
(Volume 2 of 2)

Date: August 6, 2014

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

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Fax: 416 364 7813
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Lawyers for the Applicants

TO THE ATTACHED SERVICE LIST:

SERVICE LIST
(August 5, 2014)

TO:	<p>Richter Advisory Group Inc. 2345 Yonge Street, Suite 300 Toronto, ON M4P 2E5</p> <p>Attention: Gilles Benchaya/ Warren Levine/ Paul van Eyk Phone: 416.488.2345 Fax: 416.488.3765 Email: GBenchaya@richterconsulting.com/ wlevine@richterconsulting.com/ PvanEyke@Richter.ca</p> <p><i>Proposed Monitor of Bombay & Co. Inc., Bowring & Co. Inc. and Benix & Co. Inc.</i></p>
AND TO:	<p>Cassels Brock & Blackwell LLP</p> <p>40 King Street West Suite 2100, Scotia Plaza Toronto, ON M5H 3C2</p> <p>Attention: Shayne Kukulowicz/ Jane Dietrich/ Larry Ellis Phone: 416.860.6463 Fax: 416.640.3176 Email: skukulowicz@casselsbrock.com/ jdietrich@casselsbrock.com/ lellis@casselsbrock.com</p> <p><i>Counsel to Richter Advisory Group Inc., in its capacity as Proposed Monitor of Bombay & Co. Inc., Bowring & Co. Inc. and Benix & Co. Inc.</i></p>
AND TO:	<p>Gowling Lafleur Henderson LLP 100 King Street West Suite 1600, First Canadian Place Toronto, ON M5X 1G5</p> <p>Attention: David F.W. Cohen/ Alex MacFarlane Phone: 416.369.6667 Fax: 416.862.7661 Email: david.cohen@gowlings.com/ alex.macfarlane@gowlings.com</p> <p><i>Counsel to Canadian Imperial Bank of Commerce</i></p>

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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.**

**APPLICATION RECORD
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(Bowring)
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- L. DIP Forbearance Agreement
- 3 Consent of the Monitor

EXHIBIT “D”

This is Exhibit... Dreferred to in the
affidavit of... Freddy Benitez
sworn before me, this... 6th
day of... August 2014

[Signature]

COMMISSIONER FOR TAKING AFFIDAVITS

RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(4297)

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

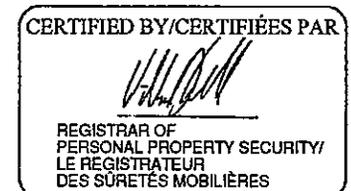
SEARCH CONDUCTED ON : BOMBAY & CO. INC.

FILE CURRENCY : 24JUL 2014

ENQUIRY NUMBER 20140725162837.38 CONTAINS 21 PAGE(S), 10 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.

FASKEN MARTINEAU DUMOULIN LLP (ATTN: KEARA BARTON OR SHELDON
WALKER)
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(rfj3 09/2013)

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RUN NUMBER : 206
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4298)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693544401

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20140203 1151 2828 4896	P PPSA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		BOMBAY & CO INC			
		ADDRESS	98 ORFUS RD	TORONTO	ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		BOMBAY & CO INC			
		ADDRESS	3389 STEELES AVE E	BRAMPTON	ON M6A 1L9

SECURED PARTY / LIEN CLAIMANT	ADDRESS	AB	T7X 5A3
	#30, 26313 TOWNSHIP ROAD 531A	ACHESON	

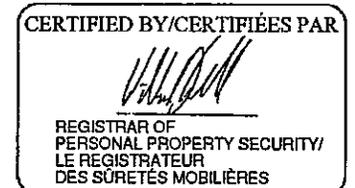
COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X				X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2013 HYSTER	R30XMS3	B174N03020L

GENERAL COLLATERAL DESCRIPTION	REGISTERING AGENT	ADDRESS	EDMONTON	AB	T5P 4R5
	ESEARCH.CA	10011 - 170 ST NW			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(cjtfs 09/2013)



RUN NUMBER : 206
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4299)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693556281

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	BOMBAY & CO INC		

ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	BOMBAY & CO INC		

ONTARIO CORPORATION NO.
ON M6A 1L9

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT
#30, 26313 TOWNSHIP ROAD 531A

AB T7X 5A3

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X			X			

11 MOTOR VEHICLE
12 YEAR MAKE
2013 HYSTER
13 MODEL
R30XM3
14 V.I.N.
H118N03011L

13 GENERAL COLLATERAL DESCRIPTION

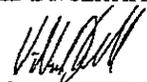
16 REGISTERING AGENT
17 ADDRESS

ESEARCH.CA
10011 170 ST NW

EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4300)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693559512

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
03 BUSINESS NAME BOMBAY & CO INC

04 ADDRESS 98 ORFUS RD BRAMPTON ONTARIO CORPORATION NO. ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME BOMBAY & CO INC

07 ADDRESS 3389 STEELES AVE W BRAMPTON ONTARIO CORPORATION NO. ON M6A 1L9

08 SECURED PARTY / LIEN CLAIMANT INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT

09 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
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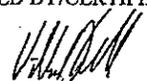
11 MOTOR VEHICLE YEAR MAKE 2013 HYSTER MODEL R30XMS3 VIN E174N01769L

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT ESEARCH.CA
17 ADDRESS 10011 170 ST NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
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PROVINCE OF ONTARIO
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693252117

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20140120 1404 1590 5064	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BOMBAY & CO. INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

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

09 ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X	X	X	X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

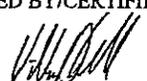
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

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

17 ADDRESS BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/11s 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.38

PROVINCE OF ONTARIO
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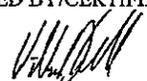
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21	RECORD REFERENCED	FILE NUMBER	693252117		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			X	A AMENDMENT	
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC.		
25	OTHER CHANGE REASON/ DESCRIPTION	TO AMEND THE ADDRESS OF THE SECURED PARTY			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER			
08		ADDRESS	111 ORFUS ROAD	TORONTO	ON M6A 1M4
09	COLLATERAL CLASSIFICATION	CONSUMER			
10		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V. I. N.
12					
13					
14	COLLATERAL DESCRIPTION	REGISTERING AGENT OR			
15		ADDRESS	FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)		
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	BAY ADELAIDE CENTRE, BOX 20	TORONTO	ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693022608

CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
01 001 1 20140108 1303 2828 4331 R RSLA 01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 NAME BUSINESS NAME BOMBAY & CO INC
03 ADDRESS 98 ORFUS RD TORONTO ONTARIO CORPORATION NO.
04 ON M6A 1L9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME BOMBAY & CO INC
06 ADDRESS 3389 STEELES AVE TORONTO ONTARIO CORPORATION NO.
07 ON M6A 1L9

SECURED PARTY / LIEN CLAIMANT INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT
08 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3
09

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 2299

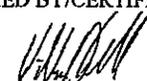
MOTOR YEAR MAKE MODEL VIN
11 VEHICLE 1990 CROWN RB5265S30 1A289046
12

GENERAL COLLATERAL DESCRIPTION
13
14
15

REGISTERING AGENT ESEARCH.CA
16 ADDRESS 10011 - 170 ST NW EDMONTON AB T5P 4R5
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfs 09/2013)



RUN NUMBER : 206
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ID : 20140725162837.38

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4304)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
692185329

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20131127 1813 2828 3862 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BOMBAY & CO INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME BOMBAY & CO INC.

07 ADDRESS 3389 STEELES AVENUE BRAMPTON ONTARIO CORPORATION NO.
ON L6T 5W4

08 SECURED PARTY / INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT
LIEN CLAIMANT

09 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
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11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 1900 CROWN RD5265630 1A289046

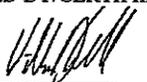
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING ESEARCH.CA
17 AGENT

ADDRESS 10011 - 170 STREET NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



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RUN DATE : 2014/07/25
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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4305)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
686B66428

CAUTION FILING PAGE NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED UNDER PERIOD
01 01 001 20130513 1450 1530 5884 P PPSA 4

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME BOMBAY & CO. INC

03 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT HOLAND LEASING (1995) LTD.

09 ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 271000 30APR2017

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2009 ROLLS ROYCE PHANTOM SCA2D68589UX16335

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlf/s 09/2013)



RUN NUMBER : 206
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PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 CERTIFICATE

REPORT : PSSR060
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 (4306)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 675547947

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002	X	20120110 1435 8077 9408	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME B & C INC.

04 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO.
 ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME B & C INC.

07 ADDRESS 3389 STEELES AVENUE EAST BRAMPTON

ONTARIO CORPORATION NO.
 ON L6T 5W4

08 SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

09 ADDRESS 2550 VICTORIA PARK AVE STE 700 TORONTO

ON M2J 5A9

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
			X			X				X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2011 CROWN	PE4500-60	6A295023
12	2011 CROWN	PE4500-60	6A295024

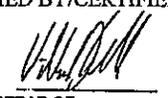
13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(cij/1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4307)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 4C MOTOR VEHICLE SCHEDULE

00 FILE NUMBER
675547947

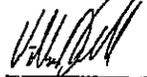
01 PAGE NO. 02 TOTAL OF PAGES 002 REGISTRATION NUMBER 20120110 1435 8077 9408

	YEAR	MAKE	MODEL	V.I.N.
41	2011	CROWN	PE4500-60	6A295025
42	2011	CROWN	PE4500-60	6A295026
43	2011	CROWN	PE4500-60	6A295027
44	2011	CROWN	PE4500-60	6A295028
45	2011	CROWN	PE4500-60	6A295029
46	2011	CROWN	PE4500-60	6A295030
47	2011	CROWN	RD5795S-30	1A379602
48	2011	CROWN	RD5795S-30	1A379603
49	2005	CROWN	RD5795S-30	1A289046
50	2005	CROWN	RD5795S-30	1A289047
51	2005	CROWN	RD5795S-30	1A289048
52	2006	3246	GENIE	GS460782788
53	2005	CROWN	SP3450H-30	1A288835
54				
55				
56				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4fs 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.38

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 12
 (4308)

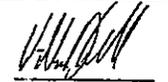
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	01	002		20120111 1037 8077 9481			
21	RECORD REFERENCED	FILE NUMBER	675547947				
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT			
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	B & C INC.				
25	OTHER CHANGE						
26	REASON/ DESCRIPTION	AMEND NAME FOR BOTH DEBTORS FROM B & C INC.					
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME	BOMBAY & CO. INC.				
04/07		ADDRESS	98 ORFUS ROAD	TORONTO	ONTARIO CORPORATION NO.	ON	M6A 1L9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER					
08		ADDRESS					
09		COLLATERAL CLASSIFICATION					
10		CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED		
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.		
12	GENERAL	DESCRIPTION					
13	COLLATERAL	DESCRIPTION					
14	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.					
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4309)

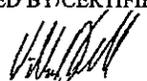
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	02	002		20120111 1037 8077 9481			
21	FILE NUMBER	675547947					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT				
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24		B & C INC.					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BOMBAY & CO. INC.					
04/07	ADDRESS	3389 STEELES AVENUE EAST		BRAMPTON	ONTARIO CORPORATION NO.	ON	L6T 5W4
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS		MOTOR VEHICLE		DATE OF MATURITY	NO FIXED OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.			
12	GENERAL COLLATERAL DESCRIPTION						
13	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC.	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2/s 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.38

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 14
 (4310)

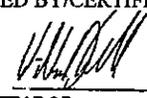
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20120118 1434 8077 9956	
21	RECORD REFERENCED	FILE NUMBER	675547947		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	B & C INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND MODEL NUMBER FOR SERIAL COLLATERAL DESCRIPTIONS			
27		FROM MODEL RD5795S-30 TO MODEL RD5265S-30			
28		FOR SERIAL NUMBERS 1A289046, 1A289047 AND 1A289048			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		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	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
				X	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12		2005	CROWN	RD5265S-30	1A289046
13		2005	CROWN	RD5265S-30	1A289047
14	GENERAL				
15	COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(4311)

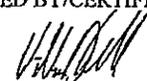
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	02	002		20120116 1434 8077 9956			
21	RECORD FILE NUMBER	675547947					
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24		B & C INC.					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
04/07		ADDRESS					
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	ADDRESS						
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED				
11	MOTOR VEHICLE	YEAR 2005	MARK CROWN	MODEL RD5265S-30	V. I. N.	1A289048	
12	GENERAL						
13	COLLATERAL DESCRIPTION						
14	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC.	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2/s 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.38

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 16
 (4312)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN *** THIS REGISTRATION HAS BEEN DISCHARGED ***

00 FILE NUMBER
 662757741

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20100707 1946 1531 0907	P PPSA	4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		BOMBAY & CO. INC			
		ADDRESS	98 ORFUS ROAD	TORONTO	ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS			
	8525 DECARIE BLVD.	MONT-ROYAL	QC	H4P 2J2

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	
X		X	19150	31MAY2014		

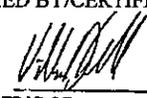
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2010	DODGE	JOURNEY	3D4PG4FB5AT194798

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

REGISTERING AGENT	ADDRESS			
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(c/ijfs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(4313)

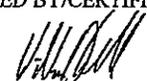
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20140528 1436 1530 9972	
21	RECORD REFERENCED	FILE NUMBER	662757741		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	C DISCHARGE		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS			
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4314)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
642281967

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER 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.
ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE
09 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 INCLUDED MATURITY OR MATURITY DATE
X X X X X

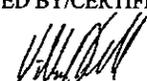
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING GOWLING LAFLEUR HENDERSON LLP (LBN)
17 AGENT ADDRESS 100 KING STREET WEST, SUITE 1600 TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(4315)

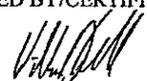
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20080213 1523 1862 4848	
21	RECORD REFERENCED	FILE NUMBER	642281967		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		2151456 ONTARIO INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	TO AMEND THE DEBTOR'S NAME ON LINE 3 OF REGISTRATION NUMBER 20080125 1150 1862 3566 FROM 2151456 ONTARIO INC. TO BOMBAY & CO. INC. PURSUANT TO ARTICLES OF AMENDMENT DATED FEBRUARY 13, 2008.			
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BOMBAY & CO. INC.			
04/07	ADDRESS	98 ORFUS ROAD	TORONTO	ONTARIO CORPORATION NO.	ON M6A 1L9
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
10		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V. I. N.
12					
13					
14	COLLATERAL DESCRIPTION				
15	REGISTRATION AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	GOWLING LAFLEUR HENDERSON LLP (LBN)	TORONTO	ON M5X 1G5
16		100 KING STREET WEST, SUITE 1600			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2019)



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 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 20
 (4316)

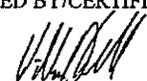
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20121120 1452 1530 2479	
21	RECORD REFERENCED	FILE NUMBER	642281967		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
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23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		BOMBAY & CO. INC.			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
10		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.
12					
13					
14					
15					
16	REGISTERING AGENT OR	ADDRESS	D+H LIMITED PARTNERSHIP	BURNABY	BC V5G 3S8
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SUITE 200, 4126 NORLAND AVENUE		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(or)21s 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.38

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

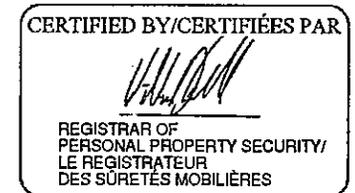
REPORT : PSSR060
PAGE : 21
(4317)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CO. INC.
FILE CURRENCY : 24JUL 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

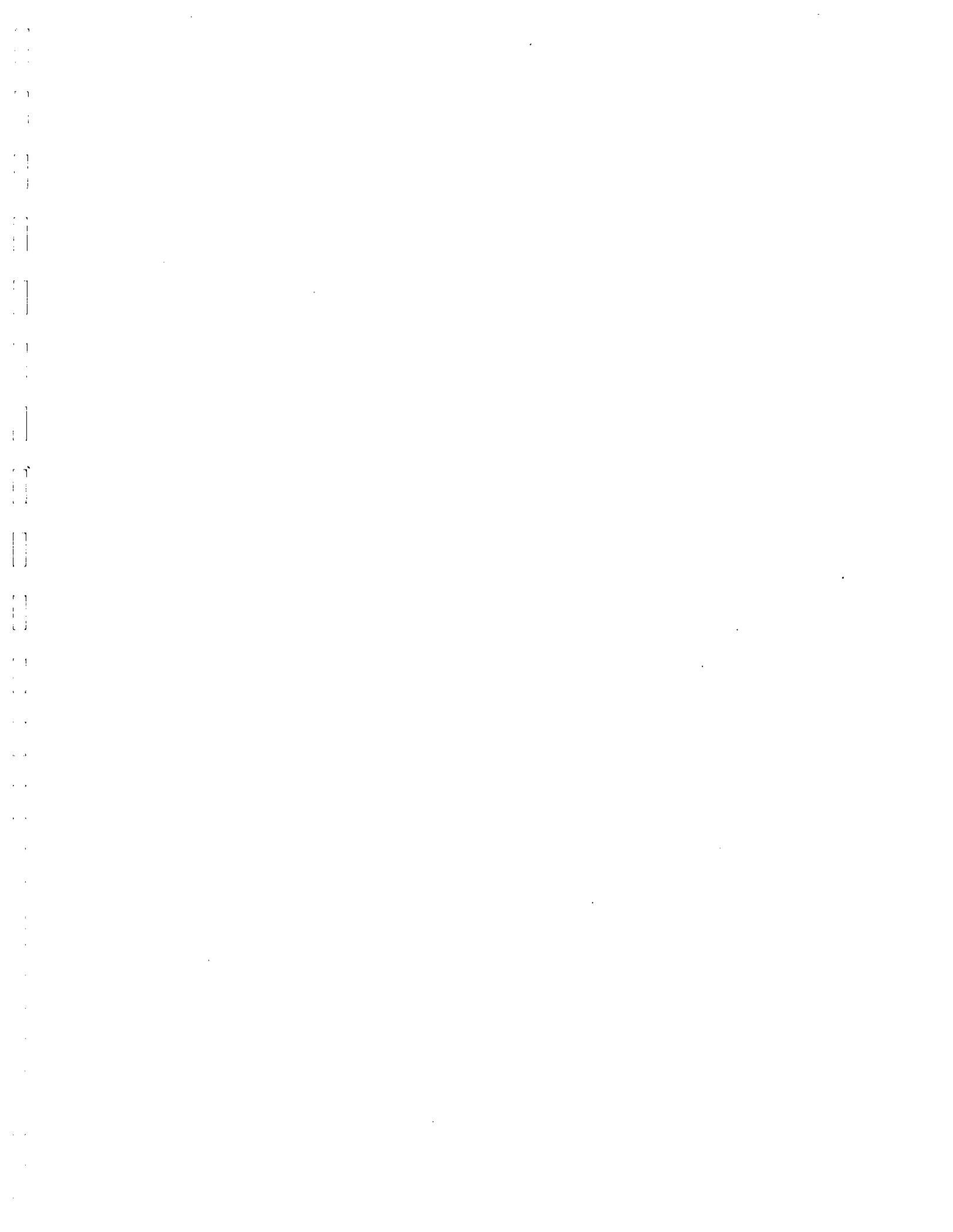
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
693544401	20140203 1151 2828 4896			
693556281	20140203 1700 2828 4899			
693559512	20140203 1739 2828 4908			
693252117	20140120 1404 1590 5064	20140624 1516 1590 4920		
693022608	20140108 1303 2828 4331			
692185329	20131127 1813 2828 3862			
686866428	20130513 1450 1530 5884			
675547947	20120110 1435 8077 9408	20120111 1037 8077 9481	20120118 1434 8077 9956	
662757741	20100707 1946 1531 0907	20140528 1436 1530 9972		
642281967	20080125 1150 1862 3566	20080213 1523 1862 4848	20121120 1452 1530 2479	

16 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj3 09/2013)





RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4567)

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 & CIE INC.

FILE CURRENCY : 27JUL 2014

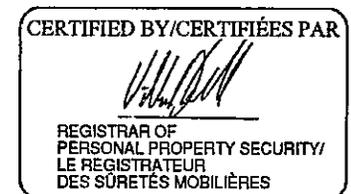
ENQUIRY NUMBER 20140728153628.75 CONTAINS 21 PAGE(S), 10 FAMILY(IES).

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.

FASKEN MARTINEAU DUMOULIN LLP (ATTN: KEARA BARTON OR SHELDON
WALKER)
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6

CONTINUED...

2



(crfj3 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4568)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693544401

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20140203 1151 2828 4896	P PPSA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03		BOMBAY & CO INC			
04		98 ORFUS RD		TORONTO	ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06		BOMBAY & CO INC			
07		3389 STEELES AVE E		BRAMPTON	ON M6A 1L9

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
08		INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT			
09		#30, 26313 TOWNSHIP ROAD 531A		ACHESON	AB T7X 5A3

COLLATERAL CLASSIFICATION					
CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X

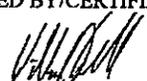
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2013 HYSTER	R30XMS3	E174N03020L
12			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	ADDRESS	ADDRESS	ADDRESS	ADDRESS
16		RESEARCH.CA		
17		10011 - 170 ST NW	EDMONTON	AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)ifs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4569)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 693556281

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20140203 1700 2828 4899	P PPSA	01

02 DEBTOR NAME : [REDACTED] DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

03 BUSINESS NAME : BOMBAY & CO INC

04 ADDRESS : 98 ORFUS RD TORONTO ONTARIO CORPORATION NO. : ON M6A 1L9

05 DEBTOR NAME : [REDACTED] DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

06 BUSINESS NAME : BOMBAY & CO INC

07 ADDRESS : 3389 STEELES AVE W BRAMPTON ONTARIO CORPORATION NO. : ON M6A 1L9

08 SECURED PARTY / LIEN CLAIMANT : INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT

09 ADDRESS : #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

10 COLLATERAL CLASSIFICATION : CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X X MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE : YEAR MAKE : 2013 HYSTER MODEL : R30XM3 V.I.N. : H118N03011L

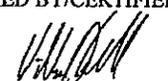
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT : ESEARCH.CA

17 ADDRESS : 10011 170 ST NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

CONTINUED... 4

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c/j11s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4570)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693559512

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20140203 1739 2828 4908 P PPSA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BOMBAY & CO INC

04 ADDRESS 98 ORFUS RD BRAMPTON ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME BOMBAY & CO INC

07 ADDRESS 3389 STEELES AVE W BRAMPTON ONTARIO CORPORATION NO.
ON M6A 1L9

08 SECURED PARTY / INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT
09 LIEN CLAIMANT

09 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

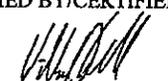
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2013 HYSTER R30XMS3 E174N01769L

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING ESEARCH.CA
17 AGENT ADDRESS 10011 170 ST NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cijfs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4571)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693252117

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20140120 1404 1590 5064	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BOMBAY & CO. INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ALIEN CLAIMANT ISAAC BENNET SALES AGENCIES INC.

09 ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

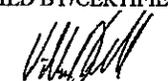
13 GENERAL COLLATERAL DESCRIPTION

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

17 ADDRESS BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4572)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

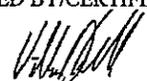
FORM 2G FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	1	20140624 1516 1590 4920					
21	RECORD REFERENCED	FILE NUMBER	693252117						
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
			X	A AMENDMENT					
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION		TO AMEND THE ADDRESS OF THE SECURED PARTY						
28									
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06		BUSINESS NAME							ONTARIO CORPORATION NO.
04/07		ADDRESS							
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		ISAAC BENNET SALES AGENCIES INC.						
09		ADDRESS	111 ORFUS ROAD	TORONTO	ON	M6A 1M4			
10	COLLATERAL CLASSIFICATION								
	CONSUMER		MOTOR VEHICLE		DATE OF	NO FIXED			
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.				
12	GENERAL								
13	COLLATERAL								
14	DESCRIPTION								
15	REGISTERING AGENT OR		FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)						
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	BAY ADELAIDE CENTRE, BOX 20	TORONTO	ON	M5H 2T6			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj21s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4573)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693022608

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER REGISTRATION PERIOD
001 1 20140108 1303 2828 4331 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BOMBAY & CO INC

04 ADDRESS 98 ORFUS RD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME BOMBAY & CO INC

07 ADDRESS 3389 STEELES AVE TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

08 SECURED PARTY / LIEN CLAIMANT INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT

09 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 2299

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 1900 CROWN RD5265830 1A289046

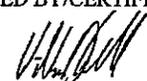
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT BSEARCH.CA

17 ADDRESS 10011 - 170 ST NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij11s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4574)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
692185329

01 CAUTION PILING NO. OF PAGES TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20131127 1613 2828 3862 R RSLA 01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BOMBAY & CO INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BOMBAY & CO INC.

07 ADDRESS 3389 STEELES AVENUE BRAMPTON ONTARIO CORPORATION NO. ON L6T 5W4

08 SECURED PARTY / LIEN CLAIMANT INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT

09 ADDRESS #30, 26313 TOWNSHIP ROAD 531A ACHESON AB T7X 5A3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X 2480

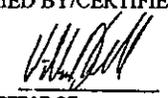
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 1900 CROWN RD5265S30 1A289046

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT BSEARCH.CA
17 ADDRESS 10011 - 170 STREET NW EDMONTON AB T5P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rj11s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4575)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
686866428

01 CAUTION FILING PAGE NO. OF PAGES TOTAL 01 001 MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER 20130513 1450 1530 5884 REGISTERED UNDER P PPSA REGISTRATION PERIOD 4

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BOMBAY & CO. INC

04 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT HOLLAND LEASING (1995) LTD.

09 ADDRESS 8525 DECARIE BLVD MONTREAL

QC H4P 2J2

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT 271000 DATE OF MATURITY OR MATURITY DATE 30APR2017 NO FIXED MATURITY DATE

11 MOTOR VEHICLE YEAR MAKE 2009 ROLLS ROYCE MODEL PHANTOM V.I.N. SCA2D68589UX16335

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4576)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
675547947

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 X 20120110 1435 8077 9408 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME B & C INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME B & C INC.

07 ADDRESS 3389 STEELES AVENUE EAST BRAMPTON ONTARIO CORPORATION NO. ON L6T 5W4

08 SECURED PARTY / WELLS FARGO EQUIPMENT FINANCE COMPANY
LIEN CLAIMANT

09 ADDRESS 2550 VICTORIA PARK AVE STE 700 TORONTO ON M2J 5A9

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

11 MOTOR YEAR MAKE MODEL VIN
2011 CROWN PE4500-60 6A295023
12 VEHICLE 2011 CROWN PE4500-60 6A295024

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING REGISTRY = RECOVERY INC.
AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)ifs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4577)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
675547947

00

PAGE NO. OF PAGES
02 002

REGISTRATION NUMBER
20120110 1435 8077 9408

01

	YEAR	MAKE	MODEL	V.I.N.
41	2011	CROWN	PE4500-60	6A295025
42	2011	CROWN	PE4500-60	6A295026
43	2011	CROWN	PE4500-60	6A295027
44	2011	CROWN	PE4500-60	6A295028
45	2011	CROWN	PE4500-60	6A295029
46	2011	CROWN	PE4500-60	6A295030
47	2011	CROWN	RD5795S-30	1A379602
48	2011	CROWN	RD5795S-30	1A379603
49	2005	CROWN	RD5795S-30	1A289046
50	2005	CROWN	RD5795S-30	1A289047
51	2005	CROWN	RD5795S-30	1A289048
52	2006	3246	GENIE	GS460782788
53	2005	CROWN	SP3450H-30	1A288835
54				
55				
56				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj4/s 09/2013)



RUN NUMBER : 209
 RUN DATE : 2014/07/28
 ID : 20140728153628.75

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 12
 (4578)

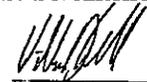
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CIE INC.
 FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20120111 1037 8077 9481	
21	RECORD REFERENCED	FILE NUMBER	675547947		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	B & C INC.		
25	OTHER CHANGE	REASON/ DESCRIPTION	AMEND NAME FOR BOTH DEBTORS FROM B & C INC.		
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	BOMBAY & CO. INC.		
04/07	ADDRESS	98 ORFUS ROAD	TORONTO	ONTARIO CORPORATION NO.	ON M5A 1L9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cr)2/s 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4579)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	02	002		20120111 1037 8077 9481			
21	FILE NUMBER	675547947					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT				
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24		B & C INC.					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME	BOMBAY & CO. INC.				
04/07	ADDRESS	3389 STEELES AVENUE EAST		BRAMPTON	ONTARIO CORPORATION NO.	ON	L6T 5W4
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	ADDRESS						
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED		
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V. I. N.		
12							
13							
14							
15							
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC.	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(4580)

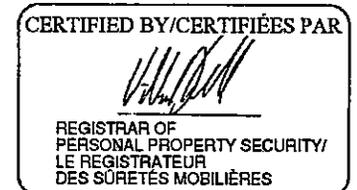
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		2012011B 1434 8077 9956	
21	RECORD FILE NUMBER	675547947			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			A AMENDMENT		
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		B & C INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	AMEND MODEL NUMBER FOR SERIAL COLLATERAL DESCRIPTIONS FROM MODEL RD5795S-30 TO MODEL RD5265S-30 FOR SERIAL NUMBERS 1A289046, 1A289047 AND 1A289048			
28/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05/					
03/		BUSINESS NAME			
06		ADDRESS	ONTARIO CORPORATION NO.		
04/07					
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO. FIXED
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
				AMOUNT	MATURITY OR MATURITY DATE
					X
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12		2005 CROWN	RD5265S-30	1A289046	
13	GENERAL COLLATERAL DESCRIPTION		RD5265S-30	1A289047	
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON MBZ 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15



(crj2fs 09/2013)



RUN NUMBER : 209
 RUN DATE : 2014/07/28
 ID : 20140728153628.75

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 15
 (4581)

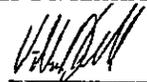
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CIE INC.
 FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002		20120118 1434 8077 9956	
21	RECORD REFERENCED	FILE NUMBER	675547947		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		
24		B & C INC.			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME		
03/06					ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V. I. N.	
12		2005 CROWN	RD52658-30	1A289048	
13					
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC. 1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(4582)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
662757741

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20100707 1946 1531 0907	P PPSA	4

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 INITIAL
08 SURNAME

02 DEBTOR NAME
03 BUSINESS NAME BOMBAY & CO. INC
04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. M6A 1L9

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

02 SECURED PARTY / LIEN CLAIMANT
03 OMEGA LEASING CANADA LTD.
04 ADDRESS 8525 DECARIE BLVD. MONT-ROYAL QC H4P 2J2

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE
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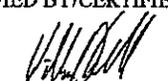
11 MOTOR VEHICLE
12 YEAR MAKE 2010 DODGE
13 MODEL JOURNEY
14 V.I.N. 3D4PG4FB5AT194798

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 CANADIAN SECURITIES REGISTRATION SYSTEMS
ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 209
 RUN DATE : 2014/07/28
 ID : 20140728153628.75

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 17
 (4583)

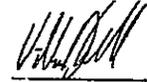
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CIE INC.
 FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20140528 1436 1530 9972	
21	RECORD REFERENCED	FILE NUMBER	662757741		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED C DISCHARGE	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC		
25	OTHER CHANGE REASON/ DESCRIPTION				
05/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06		BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
10		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS		
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE RÉGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
ID : 20140728153628.75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4584)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
642281967

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20080125 1150 1862 3566	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02 DEBTOR NAME
03 BUSINESS NAME 2151456 ONTARIO INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS 595 BAY STREET, 5TH FLOOR TORONTO ON M5G 2C2

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED			MATURITY OR	MATURITY DATE
X	X	X	X	X				

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

11 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT GOWLING LAFLEUR HENDERSON LLP (LBN)

17 ADDRESS 100 KING STREET WEST, SUITE 1600 TORONTO ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 209
 RUN DATE : 2014/07/28
 ID : 20140728153628.75

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 19
 (4585)

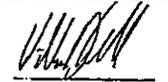
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CIE INC.
 FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20080213 1523 1862 4848	
21	RECORD REFERENCED	FILE NUMBER	642281967		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			X	A AMENDMENT	CORRECT PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2151456 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/	TO AMEND THE DEBTOR'S NAME ON LINE 3 OF REGISTRATION NUMBER 20080125			
27	DESCRIPTION	1150 1862 3566 FROM 2151456 ONTARIO INC. TO BOMBAY & CO. INC.			
28		PURSUANT TO ARTICLES OF AMENDMENT DATED FEBRUARY 13, 2008.			
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	BOMBAY & CO. INC.		
06					ONTARIO CORPORATION NO.
04/07		ADDRESS	98 ORFUS ROAD	TORONTO	ON M6A 1L9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09		ADDRESS			
		COLLATERAL CLASSIFICATION			
		CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
10		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	GOWLING LAFLEUR HENDERSON LLP (LBN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	100 KING STREET WEST, SUITE 1600	TORONTO	ON M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crl2fs 09/2013)



RUN NUMBER : 209
 RUN DATE : 2014/07/28
 ID : 20140728153628.75

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 20
 (4586)

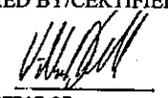
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BOMBAY & CIE INC.
 FILE CURRENCY : 27JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20121120 1452 1530 2479	
21 RECORD REFERENCED	FILE NUMBER	642281967			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	BOMBAY & CO. INC.			
25 OTHER CHANGE REASON/ DESCRIPTION					
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ 06	BUSINESS NAME				
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
	YEAR	MAKE	MODEL	V. I. N.	
11 MOTOR VEHICLE GENERAL					
12 COLLATERAL DESCRIPTION					
13 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	D+H LIMITED PARTNERSHIP SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 209
RUN DATE : 2014/07/28
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

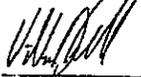
REPORT : PSSR060
PAGE : 21
(4587)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOMBAY & CIE INC.
FILE CURRENCY : 27JUL 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
693544401	20140203 1151 2828 4896			
693556281	20140203 1700 2828 4899			
693559512	20140203 1739 2828 4908			
693252117	20140120 1404 1590 5064	20140624 1516 1590 4920		
693022608	20140108 1303 2828 4331			
692185329	20131127 1813 2828 3862			
686866428	20130513 1450 1530 5884			
675547947	20120110 1435 8077 9408	20120111 1037 8077 9481	20120118 1434 8077 9956	
662757741	20100707 1946 1531 0907	20140528 1436 1530 9972		
642281967	20080125 1150 1862 3566	20080213 1523 1862 4848	20121120 1452 1530 2479	

16 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf)3 09/2013)





RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4318)

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

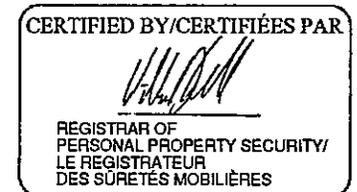
SEARCH CONDUCTED ON : BOWRING & CO. INC.

FILE CURRENCY : 24JUL 2014

ENQUIRY NUMBER 20140725162837.44 CONTAINS 9 PAGE(S), 5 FAMILY(IFS).

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.

FASKEN MARTINEAU DUMOULIN LLP (ATTN: KEARA BARTON OR SHELDON
WALKER)
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(crfj3 09/2013)

CONTINUED... 2



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4319)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

00 FILE NUMBER
696603069

01 CAUTION PACE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20140529 1725 1532 8735 P PPSA 2

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BOWRING & CO. INC

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / HOLLAND LEASING (1995) LTD.
LTEN CLAIMANT

09 ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 15250 29MAY2016

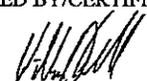
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2011 JEBP WRANGLER SAHARA 1J4BA5H14BL604923

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CSRS
17 AGENT ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4320)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693252126

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20140120 1405 1590 5065 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BOWRING & CO. INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

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

09 ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

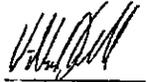
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

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

17 ADDRESS BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4321)

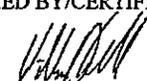
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	001	1		20140624 1516 1590 4921					
21	RECORD REFERENCED	FILE NUMBER	693252126						
22		PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
			X	A AMENDMENT					
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR / TRANSFEROR	BUSINESS NAME	BOWRING & CO. INC.						
25	OTHER CHANGE REASON / DESCRIPTION		TO AMEND THE ADDRESS OF THE SECURED PARTY						
02 / 05 / 03 / 06 / 04 / 07	DEBTOR / TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.	
		BUSINESS NAME							
		ADDRESS							
29	ASSIGNOR								
08	SECURED PARTY / LIEN CLAIMANT / ASSIGNEE		ISAAC BENNET SALES AGENCIES INC.						
09		ADDRESS	111 ORFUS ROAD	TORONTO	ON	M6A 1M4			
10	COLLATERAL CLASSIFICATION								
		CONSUMER		MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED OR MATURITY DATE			
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED					
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V. I. N.					
12									
13									
14	COLLATERAL DESCRIPTION								
15									
16	REGISTERING AGENT OR SECURED PARTY / LIEN CLAIMANT		FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)						
17		ADDRESS	BAY ADELAIDE CENTRE, BOX 20	TORONTO	ON	M5H 2T6			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2ts 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4322)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693252144

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 1 20140120 1405 1590 5066 P PPSA 5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 NAME BUSINESS NAME BOWRING & CO. INC.

03 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
04 ON M6A 1L9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME

06 ADDRESS ONTARIO CORPORATION NO.
07

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

09 ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

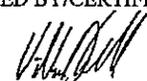
11 MOTOR YEAR MAKE MODEL V.T.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
17 AGENT ADDRESS BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4323)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
679669541

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20120704 1449 1530 8105	P PPSA	4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
03 BUSINESS NAME BOWRING & CO INC

04 ADDRESS 98 ORFUS RD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT HOLLAND LEASING (1995) LTD.

09 ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
X						X 100000	30JUN2016

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2009 BENTLEY	CONTINENTAL GTC	SCBDR33W69C059612

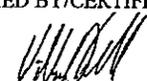
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)ifs 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4324)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
627782787

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20060808 1547 1590 0301	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

03 BOWRING & CO. INC.

04 ADDRESS 98 ORFUS ROAD TORONTO

ONTARIO CORPORATION NO.
ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS 595 BAY STREET, 5TH FLOOR TORONTO

ON M5G 2C2

COLLATERAL CLASSIFICATION						MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED			MATURITY	OR	MATURITY DATE
	X		X	X	X	X					

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
---------------	------	------	-------	--------

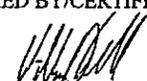
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT GOODMAN AND CARR LLP (ATTENTION - JAMES HOFFNER - 0601691)

17 ADDRESS 200 KING STREET WEST, SUITE 2300 TORONTO ON M5H 3W5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/ijfs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4325)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

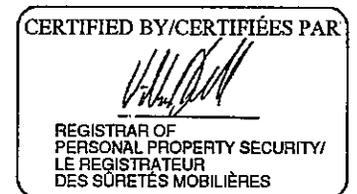
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20110615 1051 1529 2256	
21	RECORD REFERENCED	FILE NUMBER	627782787		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BOWRING & CO. LTD		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
28					
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06		BUSINESS NAME			
04/07		ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09		ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	D+H LIMITED PARTNERSHIP			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

9



(crl21s 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

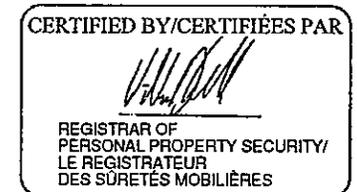
REPORT : PSSR060
PAGE : 9
(4326)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BOWRING & CO. INC.
FILE CURRENCY : 24JUL 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

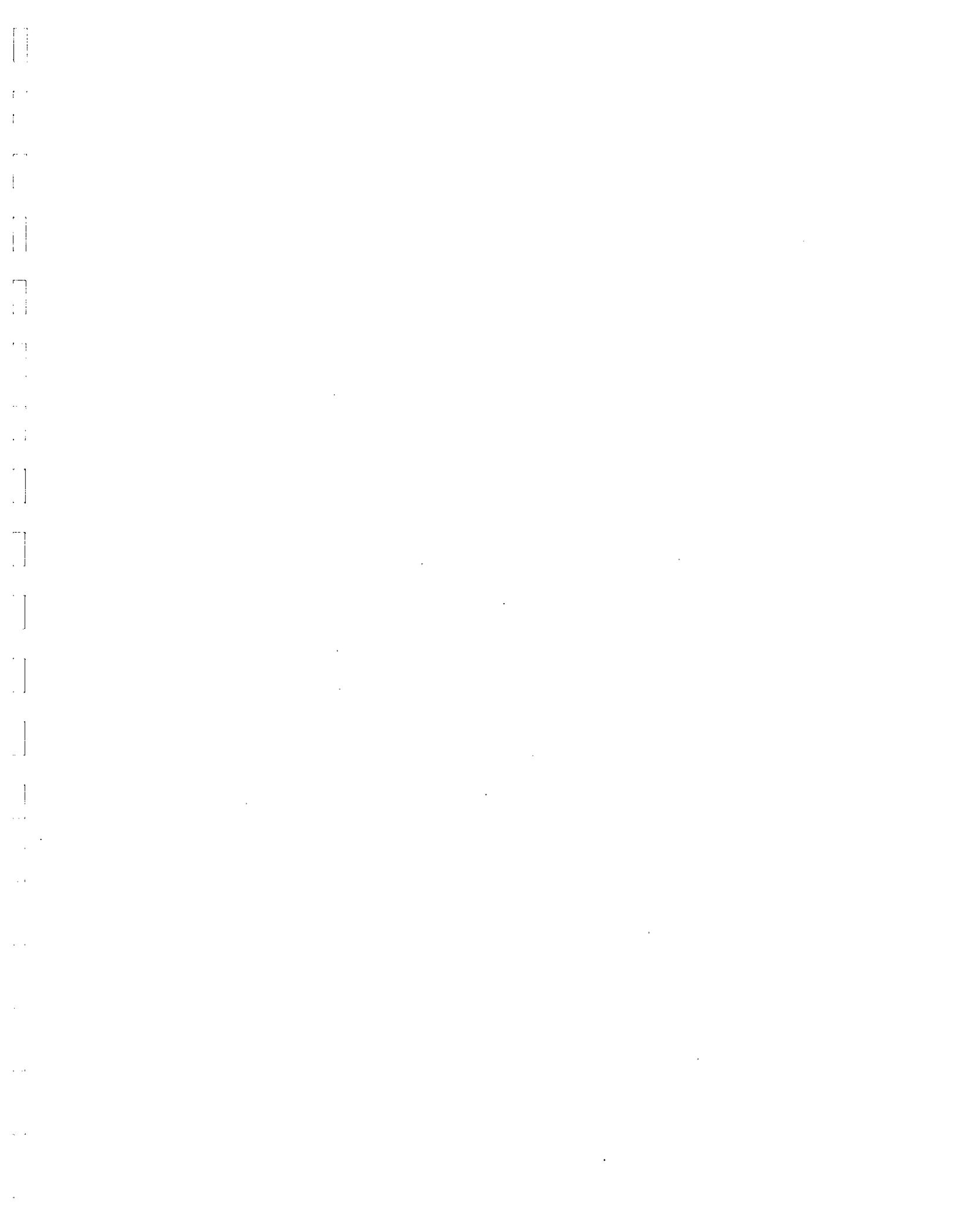
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
696603069	20140529 1725 1532 8735			
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693252144	20140120 1405 1590 5066			
679669641	20120704 1449 1530 8105			
627782787	20060808 1547 1590 0301	20110615 1051 1529 2256		

7 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(r/f) 09/2013





RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4270)

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

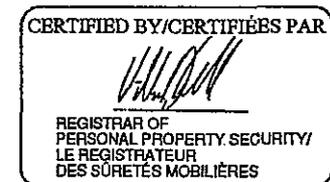
SEARCH CONDUCTED ON : BENIX & CO. INC.

FILE CURRENCY : 24JUL 2014

ENQUIRY NUMBER 20140725162837.30 CONTAINS 27 PAGE(S), 14 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.

FASKEN MARTINEAU DUMOULIN LLP (ATTN: KEARA BARTON OR SHELDON
WALKER)
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(c/r) 09/2013

CONTINUED...

2



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4271)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
694053477

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	INDEX	PERIOD
	001	1		20140227 1441 1590 7544	P PPSA	5

02 DEBTOR NAME
03 NAME
04 DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
BUSINESS NAME
BENIX & CO. INC.
ADDRESS
98 ORFUS ROAD
TORONTO
ONTARIO CORPORATION NO.
ON M6A 1L9

05 DEBTOR NAME
06 NAME
07 DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LITEN CLAIMANT
F.B.I. INC.
ADDRESS
98 ORFUS ROAD
TORONTO
ON M6A 1L9

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X X

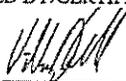
11 MOTOR YEAR MAKE
12 VEHICLE MODEL DIVISION

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
ADDRESS
BAY ADELAIDE CENTRE, BOX 20
TORONTO
ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 1/15 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4272)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693314811

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20140122 1321 1590 5256	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BENIX & CO. INC.					
		ADDRESS			
		98 ORFUS ROAD		TORONTO	ON M6A 1L9

02

03

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
ISAAC BENITAH					
		ADDRESS			
		98 ORFUS ROAD		TORONTO	ON M6A 1L9

05

06

07

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
ISAAC BENITAH					
		ADDRESS			
		98 ORFUS ROAD		TORONTO	ON M6A 1L9

08

09

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED
	X	X	X	X	X	X			

10

MOTOR VEHICLE	YEAR MAKE	MODEL	VIN	REGISTERING AGENT	ADDRESS	CITY	PROV	POSTAL
				FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)	BAY ADELAIDE CENTRE, BOX 20	TORONTO	ON	M5H 2T6

11

12

13

14

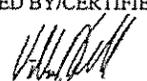
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16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c) 1/15 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4273)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693314838

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
E-FILE NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 1 20140122 1322 1590 5257 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BENIX & CO. INC.
04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY FRED BENITAH
09 LIEN CLAIMANT ADDRESS 98 ORFUS ROAD TORONTO ON M6A 1L9

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING FASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)
17 AGENT ADDRESS BAY ADELAIDE CENTRE, BOX 20 TORONTO ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij 1fs 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.30

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (4274)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BENIX & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 693314847

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20140122 1323 1590 5259	P PFSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME : BENIX & CO. INC.

04 ADDRESS : 98 ORFUS ROAD TORONTO ON M6A 1L9

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME :

07 ADDRESS :

ONTARIO CORPORATION NO.

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

09 ADDRESS : 98 ORFUS ROAD TORONTO ON M6A 1L9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		OR	MATURITY DATE
X	X	X	X	X	X			

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN
11				

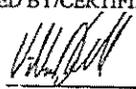
12

13 GENERAL COLLATERAL DESCRIPTION

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(en) 1s 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4275)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20140624 1515 1590 4918	
21	FILE NUMBER	693314847			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME			
		BENIX & CO. INC.			
25	OTHER CHANGE				
26	REASON / DESCRIPTION	TO AMEND THE ADDRESS OF THE SECURED PARTY			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR / TRANSFEROR	BUSINESS NAME			
03/					
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY / LIEN CLAIMANT / ASSIGNEE				
08		ISAAC BENNET SALES AGENCIES INC.			
09	ADDRESS	111 ORFUS ROAD	TORONTO	ON	M6A 1M4
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO. FIXED
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
				AMOUNT	MONTHS OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12					
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR		PASKEN MARTINEAU DUMOULIN LLP (SDR) (LR)		
17	SECURED PARTY / LIEN CLAIMANT	ADDRESS	BAY ADELAIDE CENTRE, BOX 20	TORONTO	ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4276)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 10 FINANCING STATEMENT / CHAIN FOR LIEN

FILE NUMBER
688119561

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130626 1934 1531 6387	P PPSA	5

02 DEBTOR NAME
03 BUSINESS NAME : BENIX & CO. INC
04 ADDRESS : 98 ORFUS RD TORONTO ONTARIO CORPORATION NO. M5A 1L9

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CHATMANT : HOLLAND LEASING (1995) LTD.
09 ADDRESS : 8525 DECARIE BLVD MONTREAL QC H4P 2J2

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
	X					X	6626	30JUN2016		

11 MOTOR VEHICLE : 2013 MERCEDES BENZ
12 MODEL : ML350 VIN : 4JGDASHB3DA250815

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT : CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)11s 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4277)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON BENIX & CO. INC.
FILE CURRENCY 24JUL 2014

FORM 14 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
687468897

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 004 20130604 1438 8077 7234 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BENIX & COMPANY INC

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO.
ON M6A2L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT DELL FINANCIAL SERVICES CANADA LIMITED

09 ADDRESS 155 GORDON BAKER RD, STE 501 NORTH YORK ON M2H 3N5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS
14 COLLATERAL WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED
15 DESCRIPTION PARTY PURSUANT TO AN EQUIPMENT LEASE TOGETHER WITH ALL SUBSTITUTIONS,

16 REGISTERING AGENCY REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(rj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4278)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM LC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
687468897

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 02 004 20130604 1438 8077 7234

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 NAME BUSINESS NAME
03 ADDRESS
04 ONTARIO CORPORATION NO.

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME
06 ADDRESS
07 ONTARIO CORPORATION NO.

SECURED PARTY / LITEN CLAIMANT
08 ADDRESS
09

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY GP MATURITY DATE

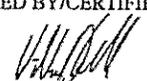
MOTOR YEAR MAKE MODEL
11 VEHICLE
12

GENERAL ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND
13 COLLABORAL HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH
14 DESCRIPTION EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR
15

REGISTERING ADDRESS
16 AGENT
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(cj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4279)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
687468897

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
PELTING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 03 004 20130604 1438 8077 7234

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS

14 COLLATERAL DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT.

15 DESCRIPTION PROCEEDS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

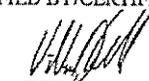
16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(cjjfs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4280)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM IC FINANCING STATEMENT CLAIM FOR BEN

00 FILE NUMBER
687468897

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 004 20130604 1438 8077 7234

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 SILEN CHAINTANT

ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OF MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(01/16 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(4281)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
687388995

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130531 1942 1531 8889	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
03 BUSINESS NAME BENIX & CO INC.

04 ADDRESS 98 ORFUS RD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BEEN CLAIMANT HOLLAND LEASING (1995) LTD.

09 ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

COLLATERAL CLASSIFICATION	CONSUMES	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED						
GOODS		INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED					

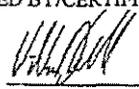
11 MOTOR VEHICLE YEAR MAKE 2013 MERCEDES MODEL SLS550 VIN 4J36BF4E2DA106394

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4282)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON BENIX & CO. INC.
FILE CURRENCY 24JUL 2014

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
583086383

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CAUTION PILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED INDEX	REGISTRATION PERIOD
	01	001		20121123 1451 1530 3868	P PPSA	4

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

BENIX & CO. INC.				
------------------	--	--	--	--

03

ADDRESS	ON	M6A 1L9
98 ORFUS RD TORONTO		

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

--	--	--	--	--

06

ADDRESS	ON	M6A 1L9

07

HOLAND LEASING (1995) LTD.

08

ADDRESS	QC	H4P 2J2
8525 DECARIE BLVD MONTREAL		

09

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED
GOODS			79000	21NOV2015	

10

YEAR	MAKE	MODEL	VIN
2013	LANDROVER	RANGE ROVER	SALSF2D45DA771689

11

VEHICLE

12

GENERAL

13

COLLATERAL

14

DESCRIPTION

15

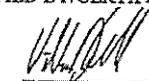
REGISTERING AGENT	ADDRESS	BURNABY	BC	V5G 3S8
CANADIAN SECURITIES REGISTRATION SYSTEMS	4126 NORLAND AVENUE			

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c/j16 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(4283)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON BENIX & CO. INC.
FILE CURRENCY 24JUL 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
670893138

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20110622 1951 1531 7428 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BENIX & CO INC

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY HOLLAND LEASING (1995) LTD.

09 LIEN CLAIMANT ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

10 COLLATERAL CLASSIFICATION: CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OF MATURITY DATE
X X 31740 22JUN2014

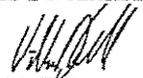
11 MOTOR YEAR MAKE MODEL VEHICLE
12 VEHICLE 2001 JEEP WRANGLER SAHARA 134EASH14BL604923

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlt1s 02/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.30

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 15
 (4284)

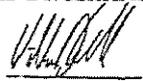
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BENIX & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		SCHEDULE NUMBER UNDER		
01	01	001	20140528	1436 1530 9918
21	RECORD REFERENCED	FILE NUMBER	670893138	
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			B RENEWAL	A
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR / TRANSFEROR	BUSINESS NAME	BENIX & CO INC	
25	OTHER CHANGE REASON / DESCRIPTION			
02/05	DEBTOR / TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/06	DEBTOR / TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY / LIEN CLAIMANT / ASSIGNEE		
08	ADDRESS			
09	COLLATERAL CLASSIFICATION			
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V. I. N.
12	COLLATERAL DESCRIPTION			
13	REGISTERING AGENT OR SECURED PARTY / LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj21s 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.30

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 16
 (4285)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BENIX & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 26 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORREC PERIOD
01	01	001		20140529 1437 1530 1386			
21	FILE NUMBER	670893138					
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED				
		X	C DISCHARGE				
23	REFERENCE DEBTOR TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24		BENIX & CO INC					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME					ONTARIO CORPORATION NO.
04/07		ADDRESS					
29	ASSIGNOR/ SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE						
08							
09		ADDRESS					
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF INCLUSION	NO. FIXED		
		INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR		MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V. I. N.		
12							
13							
14							
15							
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
17							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)21s 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(4286)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON BENIX & CO. INC.
FILE CURRENCY 24JUL 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
667556649

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20110207 1447 1530 5929 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME BENIX & CO INC
04 ADDRESS 98 ORFUS RD TORONTO ONTARIO CORPORATION NO: ON M6A 1L9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO:

08 SECURED PARTY / HOLLAND LEASING (1995) LTD.
09 LIEN CLAIMANT ADDRESS 8525 DECARIE BLVD MONTREAL QC H4P 2J2

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 60130 07FEB2015

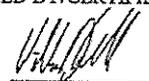
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2011 MERCEDES B350 4MATIC WDDHF8HB6BA380194

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1/1s 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4287)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 1-C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
664195581

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20100903 1107 6005 0674	P PPSA	06

02 DEBTOR NAME: [REDACTED]
03 BUSINESS NAME: BENIX & CO. INC.
04 ADDRESS: 98 ORFUS RD TORONTO ON L6T 5W4
ONTARIO CORPORATION NO.: [REDACTED]

05 DEBTOR NAME: [REDACTED]
06 BUSINESS NAME: [REDACTED]
07 ADDRESS: [REDACTED]
ONTARIO CORPORATION NO.: [REDACTED]

08 SECURED PARTY / LIEN CLAIMANT: NATIONAL LEASING GROUP INC.
09 ADDRESS: 1525 BUFFALO PLACE (2512348) WINNIPEG MB R3T 1L9

10 COLLATERAL CLASSIFICATION: [REDACTED]
CONSUMER: [REDACTED] MOTOR VEHICLE: [REDACTED] AMOUNT: [REDACTED] DATE OF MATURITY: [REDACTED] OR NO. FIXED: [REDACTED] MATURITY DATE: [REDACTED]

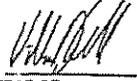
11 MOTOR VEHICLE: [REDACTED]
12 YEAR MAKE: [REDACTED] MODEL: [REDACTED] VIN: [REDACTED]

13 GENERAL DESCRIPTION: ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2512348 BETWEEN OCE' CANADA INC., AS ORIGINAL LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS ASSIGNED BY THE ORIGINAL LESSOR TO THE

16 REGISTERING AGENT: [REDACTED]
17 ADDRESS: [REDACTED]

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(c)11s 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(4288)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
664195581

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 2 20100903 1107 6005 0674

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LIEN CHAINTANT

ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

14 COLLATERAL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

15 DESCRIPTION

16 REGISTERING

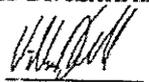
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(4289)

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 10 FINANCING STATEMENT CLAIM FOR LIEN

FILE NUMBER
657264285

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER NUMBER INLER PERIOD
01 01 001 20091029 1703 1462 9754 P PPSA /

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 NAME BUSINESS NAME BENIX AND COMPANY ONTARIO CORPORATION NO:
03 ADDRESS 98 ORFUS ROAD TORONTO ON M6A2L9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME ONTARIO CORPORATION NO:
06 ADDRESS

SECURED PARTY / RYDER TRUCK RENTAL CANADA LTD
08 LIEN CLAIMANT
09 ADDRESS 700 CREDITSTONE ROAD CONCORD ON L4K5A5

COLLATERAL CLASSIFICATION
10 CONSUMES MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

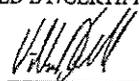
MOTOR YEAR MAKE MODEL VIN
11 VEHICLE 2010 FRTB M21 1FWHCYSS8ADAR3245

GENERAL
13 COLLATERAL
14 DESCRIPTION

REGISTERING PPSA CANADA INC.
16 AGENT
17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY//
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj/1fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(4290)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: BENIX & CO. INC.
FILE CURRENCY: 24JUL 2014

FORM IC FINANCING STATEMENT // CLAIM FOR LIEN

00 FILE NUMBER
627782805

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REREGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
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.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 1L9

05 DEBTOR: DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

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 OF MATURITY DATE
X X X X X

11 MOTOR: YEAR MAKE MODEL

12 VEHICLE

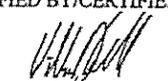
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT GOODMAN AND CARR LLP (ATTENTION - JAMES HOPFNER - 0601691)

17 ADDRESS 200 KING STREET WEST, SUITE 2300 TORONTO ON M5H 3W5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cj1fs 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.30

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 22
 (4291)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BENIX & CO. INC.
 FILE CURRENCY : 24JUL 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001	20110615 1051 1529 2257		
21 RECORD REFERENCED	FILE NUMBER	627782805			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	BENIX & CO. INC.			
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/				
03/	TRANSFEROR	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE	
10					
11 MOTOR	YEAR MAKE	MODEL	V. I. N.		
12 VEHICLE					
13 GENERAL					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR		D+H LIMITED PARTNERSHIP			
17 SECURED PARTY/	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
LIEN CLAIMANT					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(c) 2013 09/2013



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(4292)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON BENIX & CO. INC.
FILE CURRENCY 24JUL 2014

FORM IC FINANCING STATEMENT / CLAIM FOR DEBT

FILE NUMBER
876826629

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
PILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 01 001 20011004 1802 1531 7998 P PPSA 5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 NAME BUSINESS NAME

03 BENIX & CO. INC.

04 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 2L9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME

06 BARNES & CASTLE

07 ADDRESS 98 ORFUS ROAD TORONTO ONTARIO CORPORATION NO. ON M6A 2L9

08 SECURED PARTY / CANADIAN IMPERIAL BANK OF COMMERCE
IPEN CHATMANT

09 ADDRESS 595 BAY STREET, 5TH FLOOR TORONTO ON M5G 2C2

COLLATERAL CLASSIFICATION
10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

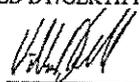
11 YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL THIS IS THE LATE RENEWAL PURSUANT TO SECTION 30(6) OF THE PERSONAL
14 COLLATERAL PROPERTY SECURITIES ACT FOR REGISTRATION NUMBER 960412200518253570
15 DESCRIPTION REFERENCE FILE NUMBER 821031363

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cj11s 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(4293)

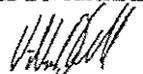
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM TO FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILE NO.	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	01	001		20011023 1820 1531 2155	
21	FILE NUMBER	876826629			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		A	A AMENDMENT	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BENIX & CO. INC.		
25	OTHER CHANGE				
26	REASON/	ADDITIONAL DEBTOR'S NAME HAS BEEN ADDED TO REGISTRATION NUMBER			
27	DESCRIPTION	20011004180215317998 REFERENCE FILE NUMBER 876826629.			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	BENIX & CO.		
06					
04/07	ADDRESS	98 ORFUS ROAD	TORONTO	ONTARIO CORPORATION NO.	ON M6A 2L9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO. FIXED
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	MONTHS OR
					MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V. I. N.
12	VEHICLE				
13	GENERAL				
14	COMPUTER				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SUITE 180-13571 COMMERCE PARKWAY	RICHMOND	BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(4294)

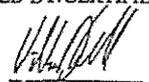
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20060822 1944 1531 6618	
21 RECORD REFERENCED	FILE NUMBER	876826629			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24 DEBTOR / TRANSFEROR	BUSINESS NAME	BENIX & CO. INC.			
25 OTHER CHANGE REASON / DESCRIPTION					
02 / 05 DEBTOR / TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03 / 06	BUSINESS NAME				
04 / 07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR / SECURED PARTY / LIEN CLAIMANT / ASSIGNEE	ADDRESS				
08	ADDRESS				
09	ADDRESS				
10 COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED	
	INVENTORY / EQUIPMENT	REGISTERED	AMOUNT	MATURITY DATE	
11 MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.	
12 GENERAL COLLATERAL DESCRIPTION					
13 REGISTERING AGENT OR SECURED PARTY / LIEN CLAIMANT	CANADIAN SECURITIES REGISTRATION SYSTEMS				
14	ADDRESS	SUITE 180-13571 COMMERCE PARKWAY	RICHMOND	BC	V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY / CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2/s 09/2013)



RUN NUMBER : 206
 RUN DATE : 2014/07/25
 ID : 20140725162837.30

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 26
 (4295)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	BENIX & CO. INC.
FILE CURRENCY	24JUL 2014

FORM 26 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILE NO	NO	OF	SCHEDULE	NUMBER	UNDER
01	01	001		20110805 1946 1531 0623	
21	FILE NUMBER	876826629			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		X	B RENEWAL	5	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME	BENIX & CO. INC.		
25	OTHER CHANGE				
26	REASON / DESCRIPTION				
02/	DEBTOR / TRANSFEROR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	DEBTOR / TRANSFEROR	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY / LIEN CLAIMANT / ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V. I. N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	D+H LIMITED PARTNERSHIP			
17	SECURED PARTY / LIEN CLAIMANT	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY / CERTIFIÉES PAR

[Signature]

REGISTRAR OF
 PERSONAL PROPERTY SECURITY /
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj21s 09/2013)



RUN NUMBER : 206
RUN DATE : 2014/07/25
ID : 20140725162837.30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

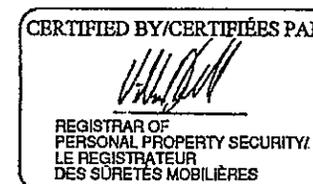
REPORT : PSSR060
PAGE : 27
(4296)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BENIX & CO. INC.
FILE CURRENCY : 24JUL 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694053477	20140227 1441 1590 7544			
693314811	20140122 1321 1590 5256			
693314838	20140122 1322 1590 5257			
693314847	20140122 1323 1590 5259	20140624 1515 1590 4918		
688119561	20130626 1934 1531 6387			
687468897	20130604 1438 8077 7234			
687388995	20130531 1942 1531 8889			
683086383	20121123 1451 1530 3868			
670893138	20110622 1951 1531 7428	20140528 1436 1530 9918	20140529 1437 1530 1386	
667556649	20110207 1447 1530 6929			
664195581	20100903 1107 6005 0674			
657264285	20091029 1703 1462 9754			
627782805	20060808 1548 1590 0302	20110615 1051 1529 2257		
876826629	20011004 1802 1531 7998	20011023 1820 1531 2155	20060822 1944 1531 6618	20110805 1946 1531 0623

21 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj) 8 09/2013





This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)

Search Criteria: BOMBAY & CO.

Date and Time of Search: 2014-07-28 17:05 (Atlantic)
Transaction Number: 11411888
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	15778343	BOMBAY & CO. INC.	TORONTO
	*	23961758	BOMBAY & CO. INC.	TORONTO

An "*" in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An "*" in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 15778343

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15778343	2008-01-24 15:46	2013-01-24	
Amendment	15840168	2008-02-14 10:21	2013-01-24	NS11659-676
Renewal	22280739	2012-11-20 13:23	2018-01-24	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 15840168

Type: Enterprise
 2151456 ONTARIO INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

The Debtor below was added by registration number 15840168

Type: Enterprise
 BOMBAY & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

Type: Enterprise
 CANADIAN IMPERIAL BANK OF COMMERCE
 595 BAY STREET, 5TH FLOOR
 TORONTO ON M5G 2C2
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 15840168
 THE DEBTOR CHANGED ITS NAME TO BOMBAY & CO. INC.

Registration Details for Registration Number: 23961758

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961758	2014-01-23 13:44	2019-01-23	SM004113.291
Amendment	24692170	2014-07-23 09:50	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOMBAY & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

The Secured Party below was deleted by registration number 24692170

~~Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada~~

The Secured Party below was added by registration number 24692170

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: BOWRING & CO.
Date and Time of Search: 2014-07-28 17:06 (Atlantic)
Transaction Number: 11411891
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		20526166	Bathurst Bearings & Services	Beresford
	*	13758388	BOWRING & CO. INC.	TORONTO
	*	23961766	BOWRING & CO. INC.	TORONTO
	*	23961808	BOWRING & CO. INC.	TORONTO
		23468887	CANADIAN BEARINGS LTD.	MISSISSAUGA
		20152351	Clean Harbors Directional Boring Services LP	Calgary
		20152351	Clean Harbors Directional Boring Services Ltd.	Calgary
		17565722	FORAGE CHALEUR BORING LTEE	CARAQUET
		23347131	Fundy Bearings Inc.	Dieppe
		23804545	FUNDY BEARINGS INC.	DIEPPE
		18312637	KOYO BEARINGS CANADA INC.	MONTREAL
		18312637	KOYO BEARINGS CANADA INC.	VANCOUVER
		11500600	MARITIME BEARINGS & SPECIALTIES LTD.	EDMUNDSTON

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

13 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 13758388

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	13758388	2006-07-06 16:50	2011-07-06	NF912-14
Renewal	20014023	2011-04-27 13:05	2016-07-06	

This registration has not been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET
5TH FLOOR
TORONTO ON M5G 2C2
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 23961766

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961766	2014-01-23 13:45	2019-01-23	SM004113.291
Amendment	24692162	2014-07-23 09:47	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.

98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

The Secured Party below was deleted by registration number 24692162

Type: Enterprise
~~ISAAC BENNET SALES AGENCIES INC.~~
~~98 ORFUS ROAD~~
~~TORONTO ON M6A 1L9~~
~~Canada~~

The Secured Party below was added by registration number 24692162

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 23961808

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961808	2014-01-23 13:48	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9

Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: BENIX & CO.
Date and Time of Search: 2014-07-28 17:04 (Atlantic)
Transaction Number: 11411879
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	23961899	BENIX & CO. INC.	TORONTO
	*	23961923	BENIX & CO. INC.	TORONTO
	*	23961931	BENIX & CO. INC.	TORONTO
	*	24078537	BENIX & CO. INC.	TORONTO

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

4 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 23961899

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961899	2014-01-23 14:08	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.
 98 ORFUS ROAD

TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, ISAAC
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 23961923

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961923	2014-01-23 14:13	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, FRED
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 23961931

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23961931	2014-01-23 14:15	2019-01-23	SM004113.291
Amendment	24692105	2014-07-23 09:44	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

The Secured Party below was deleted by registration number 24692105

~~Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada~~

The Secured Party below was added by registration number 24692105

Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.
 111 Orfus Road
 Toronto ON M6A 1M4
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 24078537

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	24078537	2014-02-28 14:57	2019-02-28	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

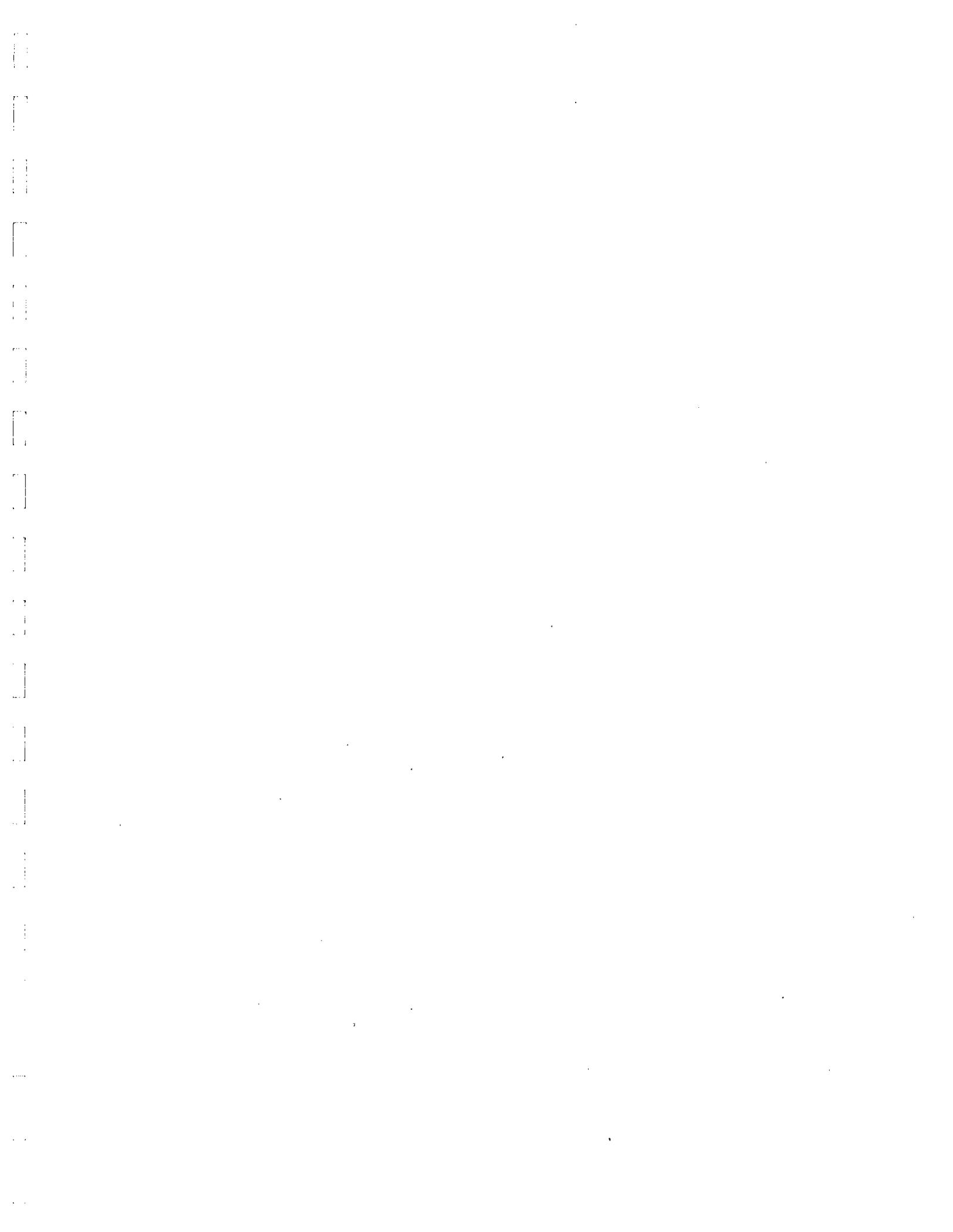
Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	BOMBAY & CO.
Date and Time of Search:	2014-07-28 17:20 (Atlantic)
Transaction Number:	11411952
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	13434972	Bombay & Co. Inc.	TORONTO
	*	22281646	BOMBAY & CO. INC.	TORONTO

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 13434972

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	13434972	2008-01-24 15:47	2013-01-24	NS11659-MPC
Amendment	13508841	2008-02-14 11:29	2013-01-24	NS11659-676
Renewal	20432928	2012-11-20 13:24	2018-01-24	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 13508841

Type: Enterprise
~~2151456 ONTARIO INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada~~

The Debtor below was added by registration number 13508841

Type: Enterprise
 Bombay & Co. Inc.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

Type: Enterprise
 CANADIAN IMPERIAL BANK OF COMMERCE
 595 BAY STREET, 5TH FLOOR
 TORONTO ON M5G 2C2
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 13508841

The debtor changed its name to Bombay & Co. Inc.

Registration Details for Registration Number: 22281646

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281646	2014-01-23 13:43	2019-01-23	SM004113.291
Amendment	23082043	2014-07-23 09:51	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOMBAY & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

The Secured Party below was deleted by registration number 23082043

Type: Enterprise
~~ISAAC BENNET SALES AGENCIES INC.~~
~~98 ORFUS ROAD~~
~~TORONTO ON M6A 1L9~~
~~Canada~~

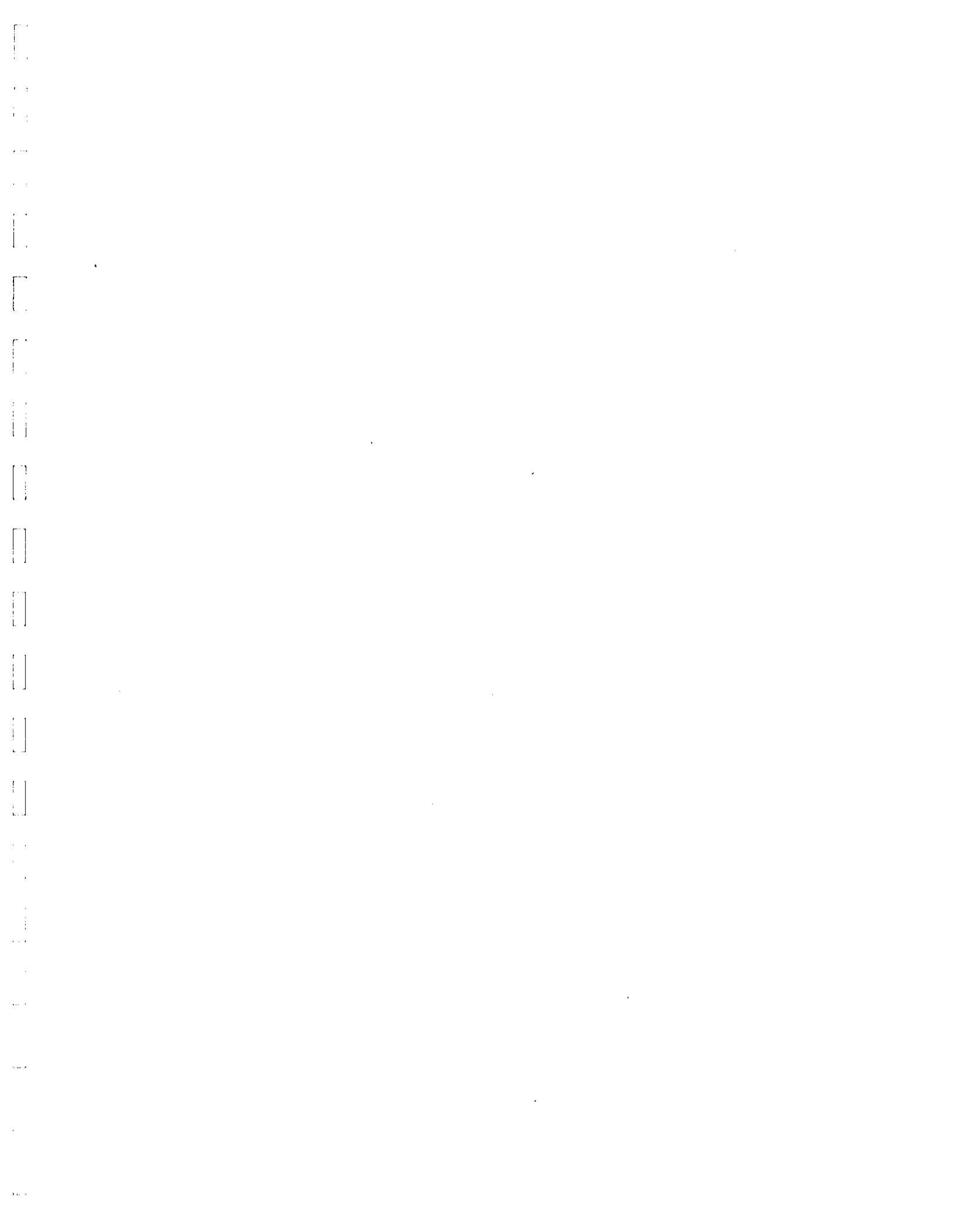
The Secured Party below was added by registration number 23082043

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)

Search Criteria: BOWRING & CO.

Date and Time of Search: 2014-07-28 17:22 (Atlantic)
Transaction Number: 11411960
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	11250487	BOWRING & CO. INC.	TORONTO
	*	22281661	BOWRING & CO. INC.	TORONTO
	*	22281687	BOWRING & CO. INC.	TORONTO
		21745237	CANADIAN BEARINGS LTD.	MISSISSAUGA
		18124412	Clean Harbors Directional Boring Services LP	Calgary
		18124412	Clean Harbors Directional Boring Services Ltd.	Calgary
		16154098	KOYO BEARINGS CANADA INC.	MONTREAL
		16154098	KOYO BEARINGS CANADA INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

8 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 11250487

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11250487	2006-07-06 16:52	2011-07-06	NF912-14
Renewal	17981846	2011-04-27 13:06	2016-07-06	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BOWRING & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

Type: Enterprise
 CANADIAN IMPERIAL BANK OF COMMERCE
 595 BAY STREET, 5TH FLOOR
 TORONTO ON M5G 2C2
 CANADA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 22281661

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281661	2014-01-23 13:45	2019-01-23	SM004113.291
Amendment	23082035	2014-07-23 09:48	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BOWRING & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

The Secured Party below was deleted by registration number 23082035

Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.

~~98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada~~

The Secured Party below was added by registration number 23082035

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 22281687

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281687	2014-01-23 13:48	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

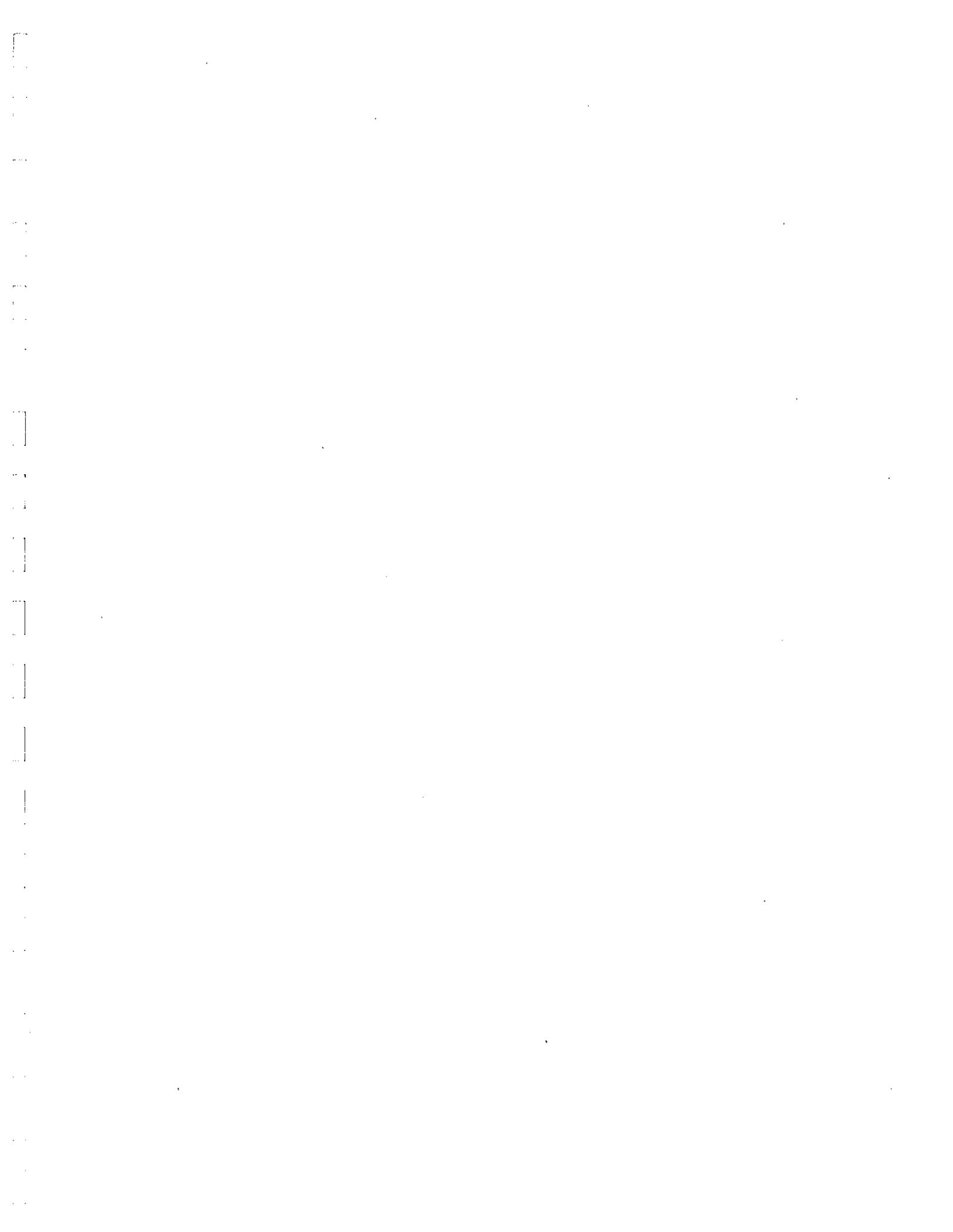
Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)

Search Criteria: BENIX & CO.

Date and Time of Search: 2014-07-28 17:19 (Atlantic)
Transaction Number: 11411946
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		1551118	Benick Services Inc.	Aulac
	*	22281745	BENIX & CO. INC.	TORONTO
	*	22281752	BENIX & CO. INC.	TORONTO
	*	22281760	BENIX & CO. INC.	TORONTO
	*	22414866	BENIX & CO. INC.	TORONTO

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

5 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 22281745

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281745	2014-01-23 14:07	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.

98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, ISAAC
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 22281752

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281752	2014-01-23 14:12	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, FRED
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 22281760

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22281760	2014-01-23 14:14	2019-01-23	SM004113.291
Amendment	23081987	2014-07-23 09:45	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

The Secured Party below was deleted by registration number 23081987

Type: Enterprise
~~ISAAC BENNET SALES AGENCIES INC.~~
~~98 ORFUS ROAD~~
~~TORONTO ON M6A 1L9~~
~~Canada~~

The Secured Party below was added by registration number 23081987

Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.
 111 Orfus Road
 Toronto ON M6A 1M4
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 22414866

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	22414866	2014-02-28 14:59	2019-02-28	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Prince Edward Island
Type of Search: Debtors (Enterprise)

Search Criteria: BOMBAY & CO.

Date and Time of Search: 2014-07-28 17:34 (Atlantic)
Transaction Number: 11412052
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An "*" in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An "*" in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Prince Edward Island
Type of Search: Debtors (Enterprise)

Search Criteria: BOWRING & CO.

Date and Time of Search: 2014-07-28 17:34 (Atlantic)
Transaction Number: 11412054
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		3144644	CARDIGAN BEARING AND STEEL LTD.	CARDIGAN
		3276528	CARDIGAN BEARING AND STEEL LTD.	CARDIGAN
		3313364	CARDIGAN BEARING AND STEEL LTD.	CARDIGAN
		2387919	KOYO BEARINGS CANADA INC.	MONTREAL
		2387919	KOYO BEARINGS CANADA INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

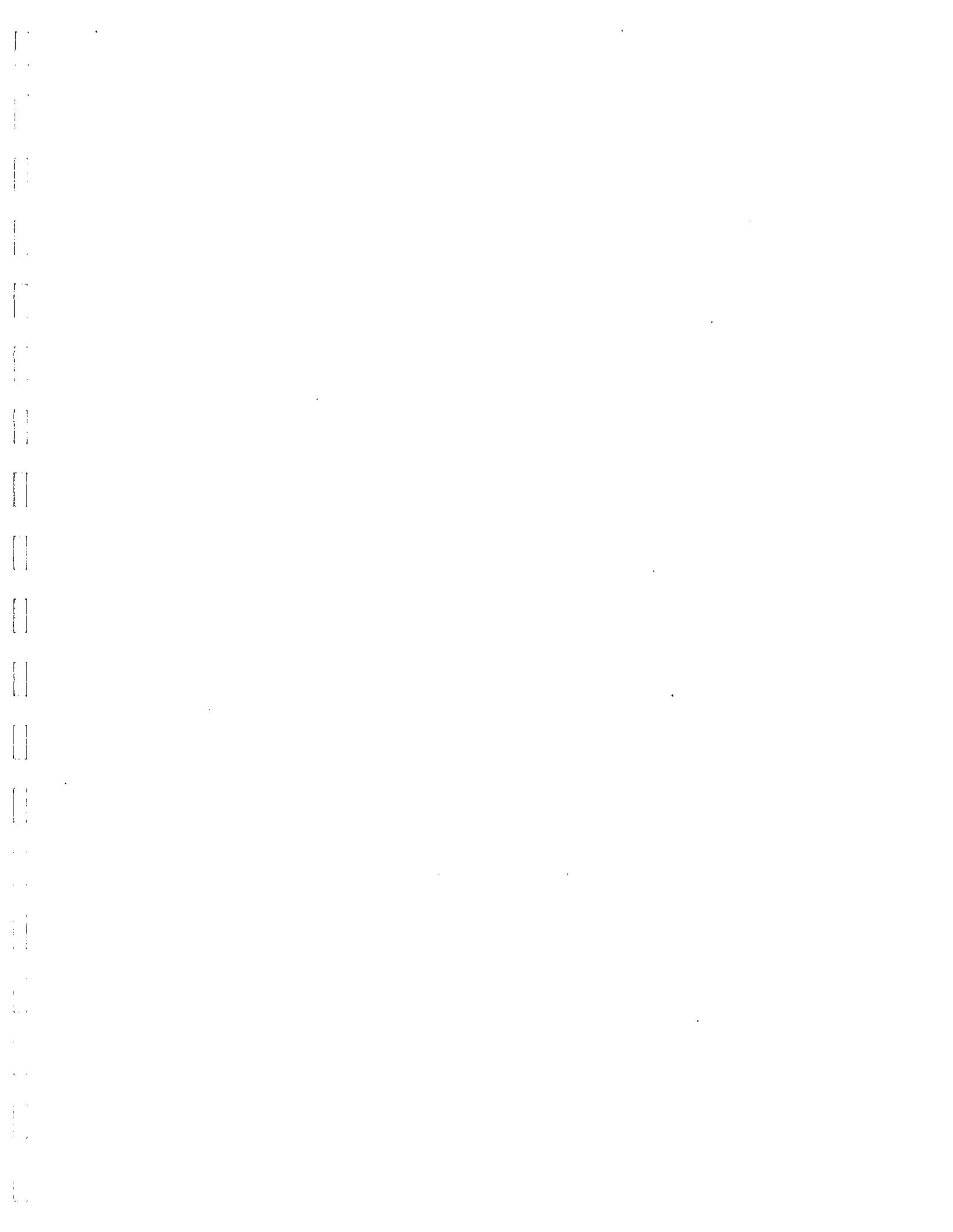
5 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	BENIX & CO.
Date and Time of Search:	2014-07-28 17:33 (Atlantic)
Transaction Number:	11412050
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

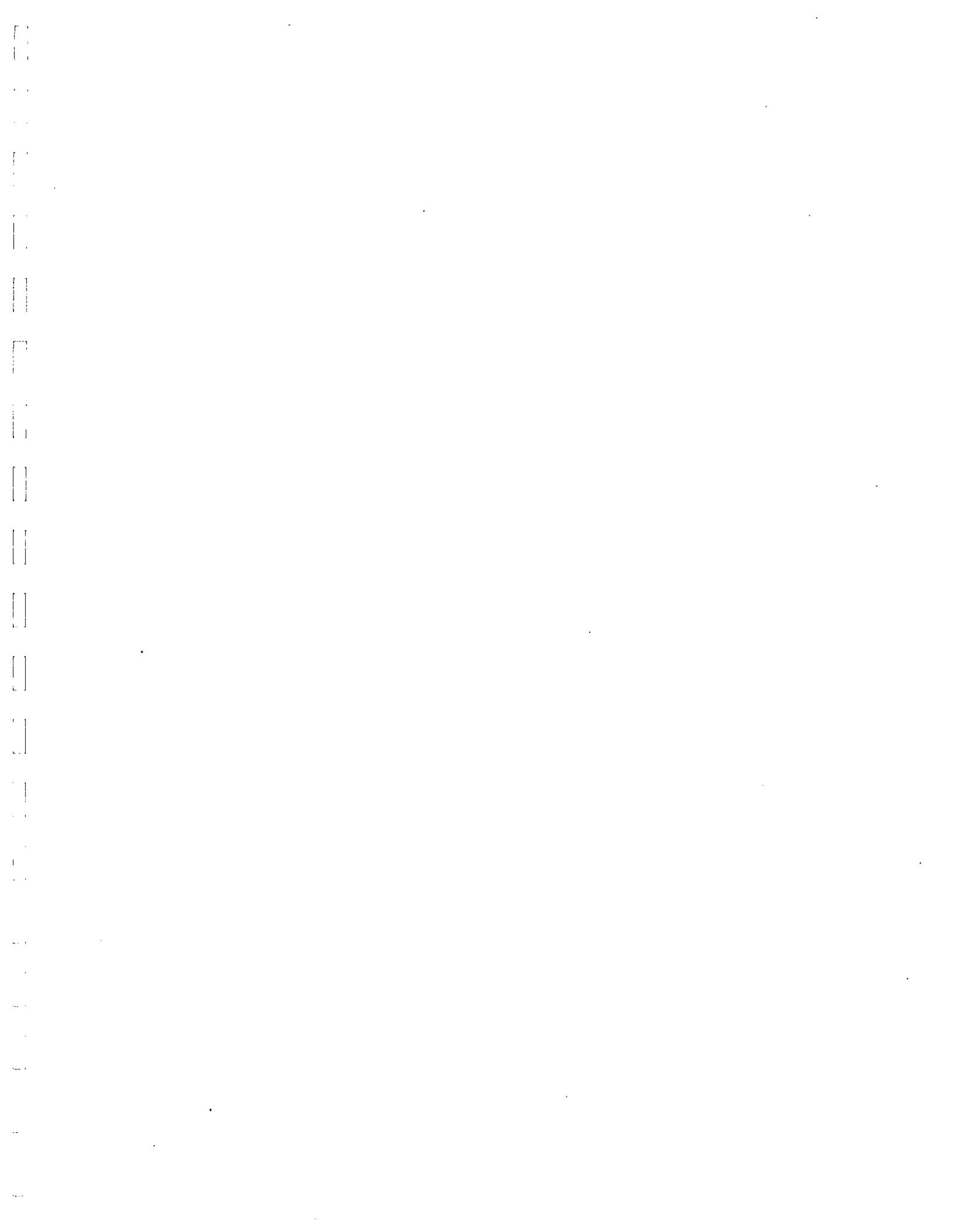
0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: BOMBAY & CO.
Date and Time of Search: 2014-07-28 17:09 (Atlantic)
Transaction Number: 11411907
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	6282514	BOMBAY & CO. INC.	TORONTO
	*	11663259	BOMBAY & CO. INC.	TORONTO

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 6282514

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	6282514	2008-01-24 15:35	2013-01-24	NS11659-
Amendment	6320652	2008-02-14 10:10	2013-01-24	NS11659-
Renewal	10521565	2012-11-20 13:25	2018-01-24	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 6320652

Type: Enterprise
 2151456-ONTARIO INC.
 98 ORFUS ROAD
 TORONTO ON M6A 4L9
 Canada

The Debtor below was added by registration number 6320652

Type: Enterprise
 BOMBAY & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

Type: Enterprise
 CANADIAN IMPERIAL BANK OF COMMERCE
 595 BAY STREET
 5TH FLOOR
 TORONTO ON M5G 2C2
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 6320652

BY ARTICLES OF AMENDMENT EFFECTIVE FEBRUARY 13, 2008, 2151456 ONTARIO INC. HAS CHANGED ITS NAME TO BOMBAY & CO. INC.

Registration Details for Registration Number: 11663259

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663259	2014-01-23 13:44	2019-01-23	SM004113.291
Amendment	12159208	2014-07-23 09:49	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOMBAY & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

The Secured Party below was deleted by registration number 12159208

~~Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada~~

The Secured Party below was added by registration number 12159208

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: BOWRING & CO.
Date and Time of Search: 2014-07-28 17:10 (Atlantic)
Transaction Number: 11411910
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	5055272	BOWRING & CO. INC.	TORONTO
	*	11663267	BOWRING & CO. INC.	TORONTO
	*	11663275	BOWRING & CO. INC.	TORONTO
	*	9967501	BOWRING PROPERTIES INC	ST JOHN'S
		7886460	KOYO BEARINGS CANADA INC.	MONTREAL
		7886460	KOYO BEARINGS CANADA INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

6 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 5055272

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	5055272	2006-07-06 16:47	2011-07-06	NF912-14
Renewal	9008897	2011-04-27 13:07	2016-07-06	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2
CANADA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 11663267

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663267	2014-01-23 13:47	2019-01-23	SM004113.291
Amendment	12159182	2014-07-23 09:46	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

The Secured Party below was deleted by registration number 12159182

~~Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada~~

The Secured Party below was added by registration number 12159182

Type: Enterprise
ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto ON M6A 1M4
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 11663275

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663275	2014-01-23 13:49	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 9967501

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	9967501	2012-05-10 15:21	2017-05-10	712654-BM44

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOWRING PROPERTIES INC
410 EAST WHITE HILLS ROAD
ST JOHN'S NL A1C 5W2
Canada

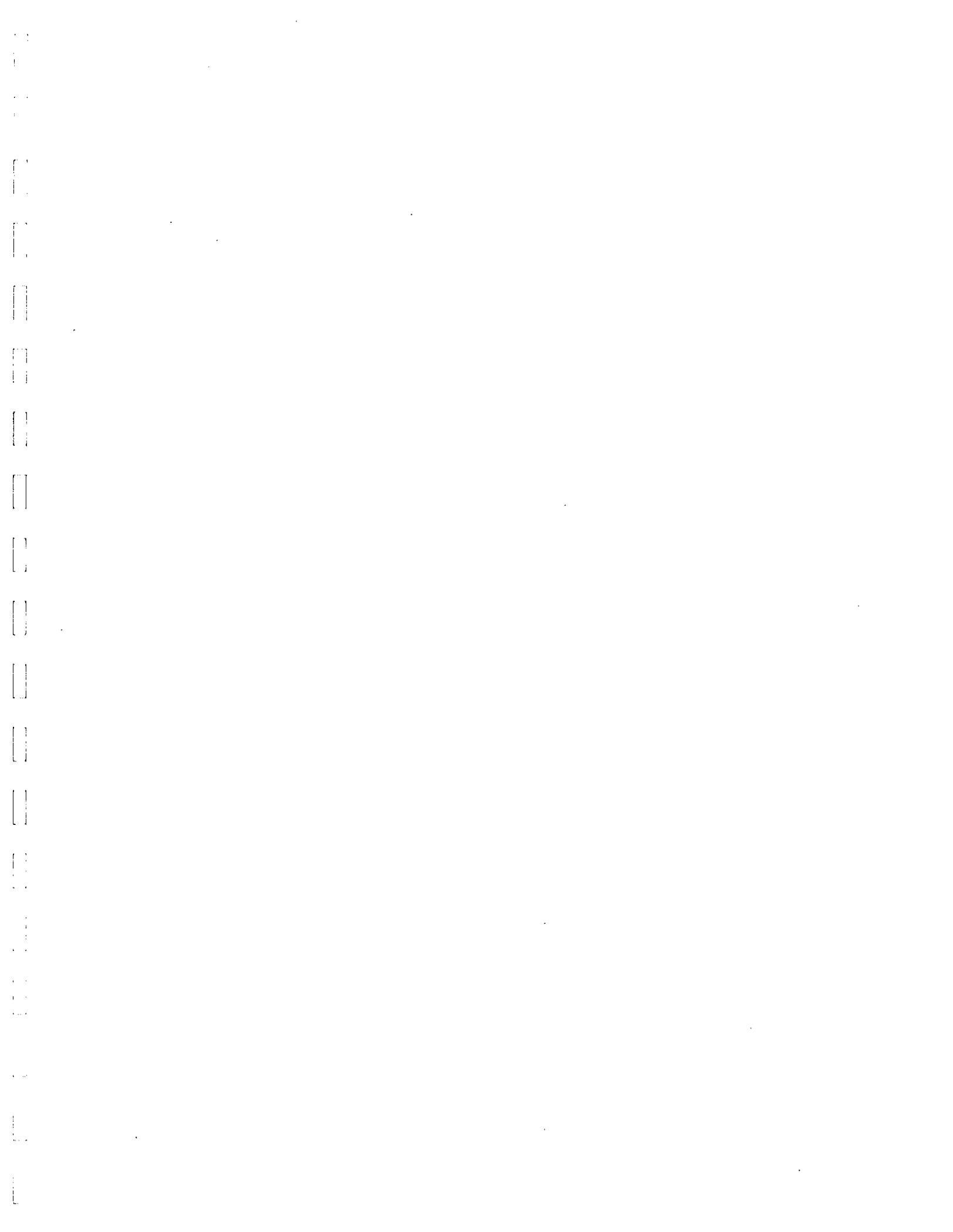
Secured Parties

Type: Enterprise
Bank of Montreal/Banque de Montreal
5600-800 De La Gauchetiere
Montreal PQ H5A 1K8
Canada

General Collateral

GSA- ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: BENIX & CO.
Date and Time of Search: 2014-07-28 17:08 (Atlantic)
Transaction Number: 11411899
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	11663317	BENIX & CO. INC.	TORONTO
	*	11663325	BENIX & CO. INC.	TORONTO
	*	11663333	BENIX & CO. INC.	TORONTO
	*	11735438	BENIX & CO. INC.	TORONTO

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

4 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 11663317

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663317	2014-01-23 14:09	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.
 98 ORFUS ROAD

TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, ISAAC
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 11663325

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663325	2014-01-23 14:13	2019-01-23	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

Secured Parties

Type: Individual
BENITAH, FRED
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 11663333

Province or Territory: Newfoundland and Labrador
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11663333	2014-01-23 14:15	2019-01-23	SM004113.291
Amendment	12159174	2014-07-23 09:43	2019-01-23	SM004113.291

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BENIX & CO. INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada

Secured Parties

The Secured Party below was deleted by registration number 12159174

~~Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.
 98 ORFUS ROAD
 TORONTO ON M6A 1L9
 Canada~~

The Secured Party below was added by registration number 12159174

Type: Enterprise
 ISAAC BENNET SALES AGENCIES INC.
 111 Orfus Road
 Toronto ON M6A 1M4
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 11735438

Province or Territory: Newfoundland and Labrador
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11735438	2014-02-28 14:58	2019-02-28	SM004113.291

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BENIX & CO. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

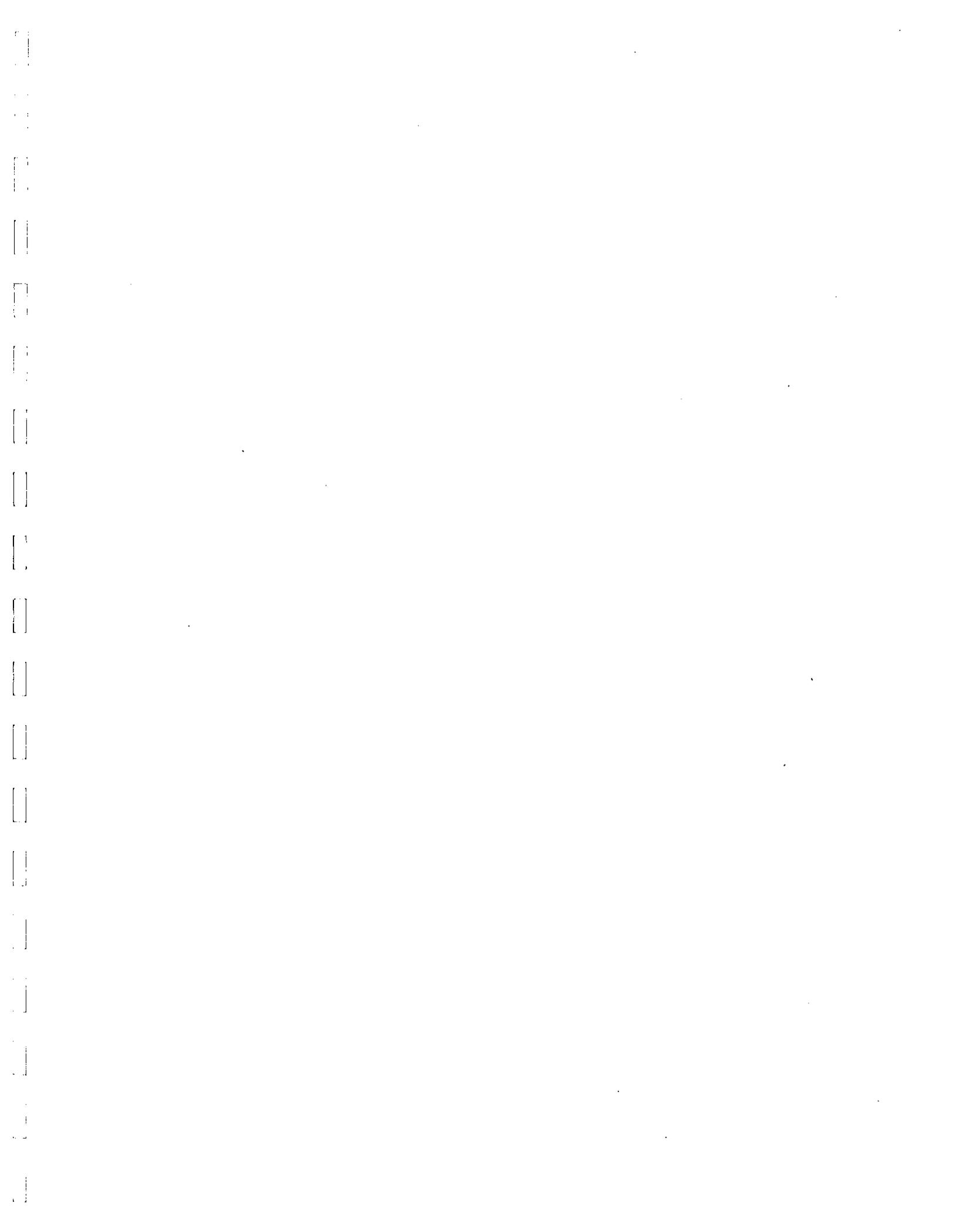
Secured Parties

Type: Enterprise
F.B.I. INC.
98 ORFUS ROAD
TORONTO ON M6A 1L9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



Business Debtor

Search by Business Debtor

Date: 2014-07-28
Time: 2:53:09 PM

Business Name: BOMBAY & CO. INC.

2 exact matches were found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Bombay & Co. Inc.	1
2. Bombay & Co. Inc.	1

1. Bombay & Co. Inc.

1.1 Bombay & Co. Inc.: Registration 200801549003 (2008-01-24 2:03:51 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2018-01-24
Debtor Address	98 Orfus Road Toronto, ON Canada M6A 1L9
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce 595 Bay Street, 5th Floor Toronto, ON Canada M5G 2C2
General Collateral Description	A security interest is taken in all of the Debtor's present and after-acquired personal property.
Change History	Registration Number: 201222105116 (2012-12-17 3:47:07 PM) Sections Changed: Expiry Date Registration Number: 200803036216 (2008-02-19 9:05:40 AM) Sections Changed: Business Debtors

2. Bombay & Co. Inc.

2.1 Bombay & Co. Inc.: Registration 201401163200 (2014-01-21 12:19:58 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-01-21
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	Isaac Bennet Sales Agencies Inc. 111 Orfus Road Toronto, Ontario Canada M6A 1M4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired

personal property.

Change History

Registration Number: 201413580817 (2014-07-22 3:38:08 PM)
Sections Changed: Secured Parties

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor

Date: 2014-07-28
Time: 2:54:13 PM

Business Name: BOWRING & CO. INC.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Bowring & Co. Inc.	3

1. Bowring & Co. Inc.

1.1 Bowring & Co. Inc.: Registration 201401164109 (2014-01-21 12:27:57 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-01-21
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	F.B.I. Inc. 98 Orfus Road Toronto, Ontario Canada M6A 1L9
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
1.2 Bowring & Co. Inc.: Registration 201401163900 (2014-01-21 12:24:58 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-01-21
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	Isaac Bennet Sales Agencies Inc. 111 Orfus Road Toronto, Ontario Canada M6A 1M4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201413581210 (2014-07-22 3:40:43 PM) Sections Changed: Secured Parties
	Registration Number: 201413580710 (2014-07-22 3:35:05 PM) Sections Changed: Secured Parties

1.3 Bowring & Co. Inc.: Registration 200611804503 (2006-06-30 2:14:36 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2016-06-30
Debtor Address	98 Orfus Road Toronto, ON Canada M6A 1L9
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce 595 Bay Street, 5th Floor Toronto, ON Canada M5G 2C2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201107376211 (2011-05-06 3:49:42 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor

Date: 2014-07-28
Time: 2:50:31 PM

Business Name: BENIX & CO. INC.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Benix & Co. Inc.	6

1. Benix & Co. Inc.

1.1 Benix & Co. Inc.: Registration 201403375301 (2014-02-28 11:24:19 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-02-28
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	F.B.I. Inc. 98 Orfus Road Toronto, Ontario Canada M6A 1L9
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 Benix & Co. Inc.: Registration 201401256704 (2014-01-22 2:05:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-01-22
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	Isaac Bennet Sales Agencies Inc. 111 Orfus Road Toronto, Ontario Canada M6A 1M4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201413579118 (2014-07-22 3:20:09 PM) Sections Changed: Secured Parties

1.3 Benix & Co. Inc.: Registration 201401256402 (2014-01-22 2:02:31 PM)

Registered under	The Personal Property Security Act
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Expiry Date (YYYY-MM-DD)	2019-01-22
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	Fred Benitah 98 Orfus Road Toronto, Ontario Canada M6A 1L9
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.4 Benix & Co. Inc.: Registration 201401256208 (2014-01-22 1:58:22 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2019-01-22
Debtor Address	98 Orfus Road Toronto, Ontario Canada M6A 1L9
Secured Parties (party code, name, address)	Isaac Benitah 98 Orfus Road Toronto, Ontario Canada M6A 1L9
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

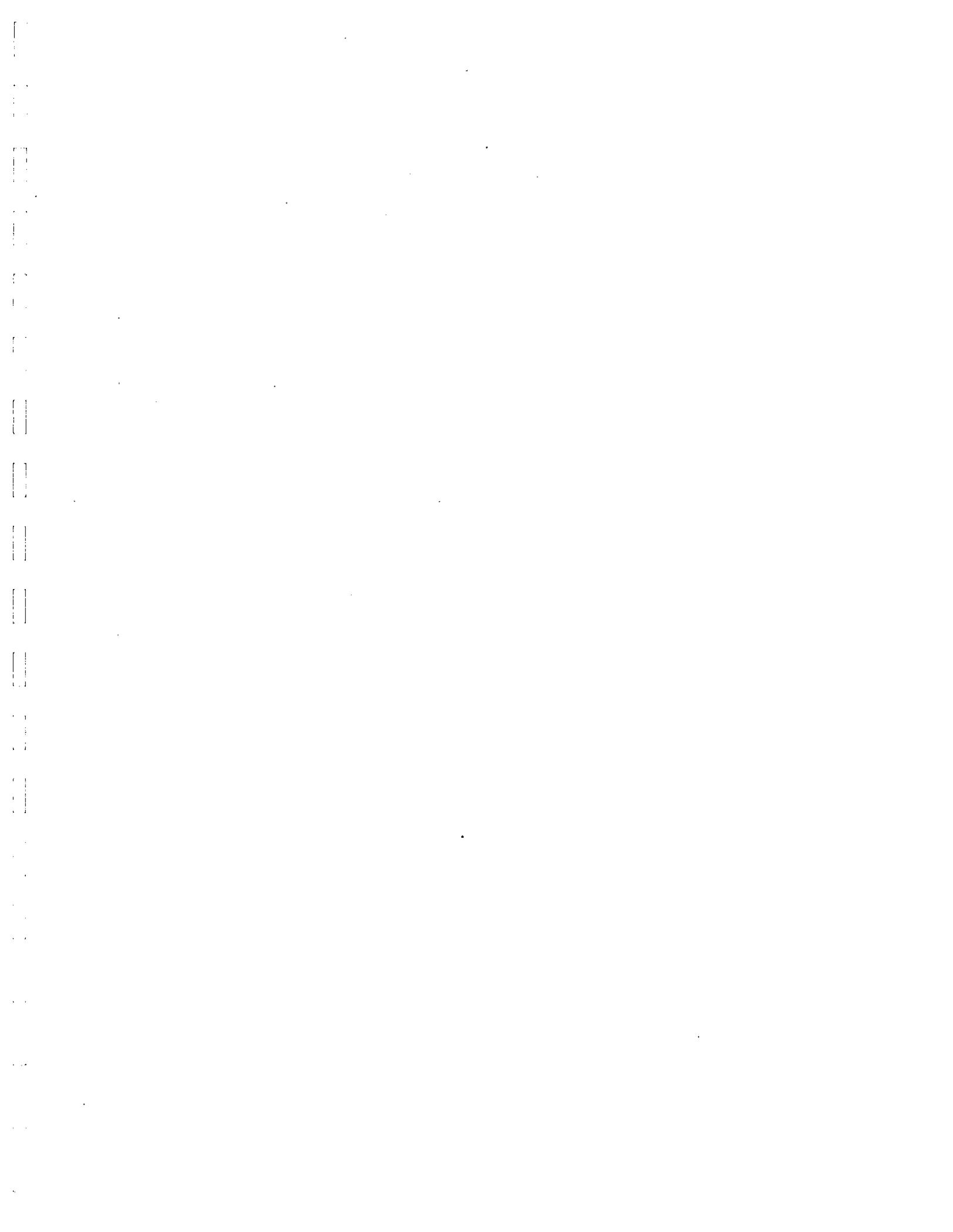
1.5 Benix & Co. Inc.: Registration 201020139205 (2010-12-01 3:45:10 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2015-12-01
Debtor Address	98 Orfus Road Toronto, ON Canada M6A 1L9
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce 595 Bay Street, 5th Floor Toronto, ON Canada M5G 2C2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.6 Benix & Co. Inc.: Registration 200611809106 (2006-06-30 2:18:37 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2016-06-30
Debtor Address	98 Orfus Road Toronto, ON Canada M6A 1L9
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce 595 Bay Street, 5th Floor Toronto, ON Canada M5G 2C2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201107376416 (2011-05-06 3:50:37 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES





Saskatchewan Personal Property Registry Search Result

Searching Party: THOMSON REUTERS CANADA LIMITED
Search Date: 28-Jul-2014 14:43:39
Search Type: Standard

Search #: 201746794
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
BOMBAY & CO. INC.

The following list displays all matches & indicates the ones that were selected.
2 Registration(s) Found: Exacts (2) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300270984	Bombay & Co. Inc.	Toronto
Yes	Exact	301137893	Bombay & Co. Inc.	Toronto



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 24-Jan-2008 14:20:40

Registration #: 300270984
Expiry Date: 24-Jan-2018

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151220943 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS	M4G4H7 Canada

Secured Party

Item #: 1	Address: 5th Floor
Party ID: 150559756 - 1	595 Bay ST
Entity Type: Business	Toronto, Ontario
Name: Canadian Imperial Bank of Commerce	M5G2C2 Canada

Debtor Party

*Item #: 1	Address: 98 Orfus RD
Party ID: 150571687 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bombay & Co. Inc.	M6A1L9 Canada

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

The Secured Party has learned that the Debtor Party, 2151456 Ontario Inc., has changed its name to Bombay & Co. Inc. effective February 13, 2008.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 24-Jan-2008 14:20:40

Registration #: 300270984
Transaction #: 1
Expiry Date: 24-Jan-2013

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150242056 - 1	Address: 1400-2500 VICTORIA AVENUE
Entity Type: Business	
Name: KANUKA THURINGER LLP	REGINA, Saskatchewan S4P3X2 Canada

Secured Party

Item #: 1	Address: 5th Floor
Party ID: 150559756 - 1	595 Bay ST
Entity Type: Business	Toronto, Ontario



**Saskatchewan
Personal Property Registry
Search Result**

Secured Party

Name:	Canadian Imperial Bank of Commerce	M5G2C2 Canada
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Debtor Party

Item #:	1	Address:	98 Orfus RD
Party ID:	150559757 - 1		
Entity Type:	Business		Toronto, Ontario
Name:	2151456 Ontario Inc.		M6A1L9 Canada

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

History - Amendment

Amendment Date: 14-Feb-2008 11:28:05

Registration #: 300270984
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150242056 - 1	Address:	1400-2500 VICTORIA AVENUE
Entity Type:	Business		
Name:	KANUKA THURINGER LLP		REGINA, Saskatchewan S4P3X2 Canada

Debtor Party

Action:	Update	Address:	98 Orfus RD
Item #:	1		
Party ID:	150571687 - 1		Toronto, Ontario
Entity Type:	Business		M6A1L9
Name:	Bombay & Co. Inc.		Canada

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

The Secured Party has learned that the Debtor Party, 2151456 Ontario Inc., has changed their name to Bombay & Co. Inc. effective February 13, 2008.

History - Amendment

Amendment Date: 14-Feb-2008 13:54:42

Registration #: 300270984
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150242056 - 1	Address:	1400-2500 VICTORIA AVENUE
Entity Type:	Business		
Name:	KANUKA THURINGER LLP		REGINA, Saskatchewan S4P3X2 Canada



**Saskatchewan
Personal Property Registry
Search Result**

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

The Secured Party has learned that the Debtor Party, 2151456 Ontario Inc., has changed its name to Bombay & Co. Inc. effective February 13, 2008.

History - Amendment

Amendment Date: 23-Nov-2012 15:53:59

Registration #: 300270984
Transaction #: 4
Expiry Date: 24-Jan-2018

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 151220943 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS	TORONTO, Ontario M4G4H7 Canada



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jan-2014 13:06:22

Registration #: 301137893
Expiry Date: 21-Jan-2019

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 111 Orfus Road
Party ID: 152007426 - 2	
Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1M4
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 152007427 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bombay & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jan-2014 13:06:22

Registration #: 301137893
Transaction #: 1
Expiry Date: 21-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007426 - 1	



**Saskatchewan
Personal Property Registry
Search Result**

Secured Party

Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1L9 Canada

Debtor Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007427 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bombay & Co. Inc.	M6A1L9 Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Amendment

Amendment Date: 22-Jul-2014 14:58:12

Registration #: 301137893
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK S4P4G1 Canada

Secured Party

Action: Update	Address: 111 Orfus Road
Item #: 1	
Party ID: 152007426 - 2	Toronto, Ontario
Entity Type: Business	M6A1M4
Name: Isaac Bennet Sales Agencies Inc.	Canada

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: THOMSON REUTERS CANADA LIMITED
Search Date: 28-Jul-2014 14:43:55
Search Type: Standard

Search #: 201746796
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
BOWRING & CO. INC.

The following list displays all matches & indicates the ones that were selected.

8 Registration(s) Found: Exacts (4) - Similar (4)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300049740	Bowring & Co. Inc.	Toronto
Yes	Exact	300049740	Bowring & Co. Inc.	Regina
Yes	Exact	301137896	Bowring & Co. Inc.	Toronto
Yes	Exact	301137898	Bowring & Co. Inc.	Toronto
No	Similar	104945889	BARRONS SERVICE LTD	
No	Similar	104958450	BARRONS SERVICE LTD	
Yes	Similar	121757435	BOWRING	WINNIPEG,
Yes	Similar	121757435	BOWRINGS	WINNIPEG,



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jun-2006 13:59:21

Registration #: 300049740
Expiry Date: 21-Jun-2016

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151220943 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS	M4G4H7 Canada

Secured Party

Item #: 1	Address: 595 Bay Street
Party ID: 150115269 - 1	5th Floor
Entity Type: Business	Toronto, Ontario
Name: Canadian Imperial Bank of Commerce	M5G2C2 Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 150115271 - 1	Toronto, Ontario
Entity Type: Business	M6A1L9
Name: Bowring & Co. Inc.	Canada
*Item #: 2	Address: 2042 Prince of Wales Drive
Party ID: 150115271 - 2	Regina, Saskatchewan
Entity Type: Business	S4V3A6
Name: Bowring & Co. Inc.	Canada

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, securities, documents of title, instruments, money and intangibles.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jun-2006 13:59:21

Registration #: 300049740
Transaction #: 1
Expiry Date: 21-Jun-2011

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150001452 - 1	Address: 1400-2500 VICTORIA AVENUE
Entity Type: Business	REGINA, SASKATCHEWAN
Name: KANUKA THURINGER LLP	S4P3X2 Canada



**Saskatchewan
Personal Property Registry
Search Result**

Secured Party

Item #: 1	Address: 595 Bay Street
Party ID: 150115269 - 1	5th Floor
Entity Type: Business	Toronto, Ontario
Name: Canadian Imperial Bank of Commerce	M5G2C2 Canada

Debtor Party

Item #: 1	Address: 98 Orfus Road
Party ID: 150115271 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bowring & Co. Inc.	M6A1L9 Canada
Item #: 2	Address: 2042 Prince of Wales Drive
Party ID: 150115271 - 2	
Entity Type: Business	Regina, Saskatchewan
Name: Bowring & Co. Inc.	S4V3A6 Canada

General Property

All of the Debtor's present and after-acquired personal property.
Proceeds: goods, chattel paper, securities, documents of title, instruments, money and intangibles.

History - Amendment

Amendment Date: 31-Mar-2011 12:28:41

Registration #: 300049740
Transaction #: 2
Expiry Date: 21-Jun-2016

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID: 151220943 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS	TORONTO, Ontario M4G4H7 Canada



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jan-2014 13:08:03

Registration #: 301137896
Expiry Date: 21-Jan-2019

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 111 Orfus Road
Party ID: 152007426 - 2	
Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1M4
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 150115271 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bowring & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jan-2014 13:08:03

Registration #: 301137896
Transaction #: 1
Expiry Date: 21-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007426 - 1	



**Saskatchewan
Personal Property Registry
Search Result**

Secured Party

Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1L9 Canada

Debtor Party

Item #: 1	Address: 98 Orfus Road
Party ID: 150115271 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bowring & Co. Inc.	M6A1L9 Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Amendment

Amendment Date: 22-Jul-2014 14:57:31

Registration #: 301137896
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK S4P4G1 Canada

Secured Party

Action: Update	Address: 111 Orfus Road
Item #: 1	
Party ID: 152007426 - 2	Toronto, Ontario
Entity Type: Business	M6A1M4 Canada
Name: Isaac Bennet Sales Agencies Inc.	



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Jan-2014 13:09:31

Registration #: 301137898
Expiry Date: 21-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007437 - 1	
Entity Type: Business	Toronto, Ontario
Name: F.B.I. Inc.	M6A1L9
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 150115271 - 1	
Entity Type: Business	Toronto, Ontario
Name: Bowring & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 22-Feb-2005 11:18:27

Registration #: 121757435
Expiry Date: 01-Mar-2015

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 100603089 - 41	Address: 1500 - 1874 SCARTH STREET
Entity Type: Business	Regina, Saskatchewan
Name: MACPHERSON LESLIE & TYERMAN LLP	S4P4E9 Canada

Secured Party

Item #: 1	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744476 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: ROYAL CANADIAN SECURITIES LIMITED	R3C0J7 Canada

Debtor Party

Item #: 1	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744479 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: TEREVE HOLDINGS LTD.	R3C0J7 Canada

Item #: 2	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744484 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: GESTIONS TEREVE LTEE.	R3C0J7 Canada

Item #: 3	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744486 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: TEREVE HOLDINGS LTD./GESTIONS TEREVE LTEE.	R3C0J7 Canada

Item #: 4	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744494 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: BOWRING GIFT SHOP	R3C0J7 Canada

*Item #: 5	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744495 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: BOWRING	R3C0J7 Canada

*Item #: 6	Address: 800 - 240 GRAHAM AVENUE
Party ID: 102744497 - 1	
Entity Type: Business	WINNIPEG, , Manitoba
Name: BOWRINGS	R3C0J7 Canada

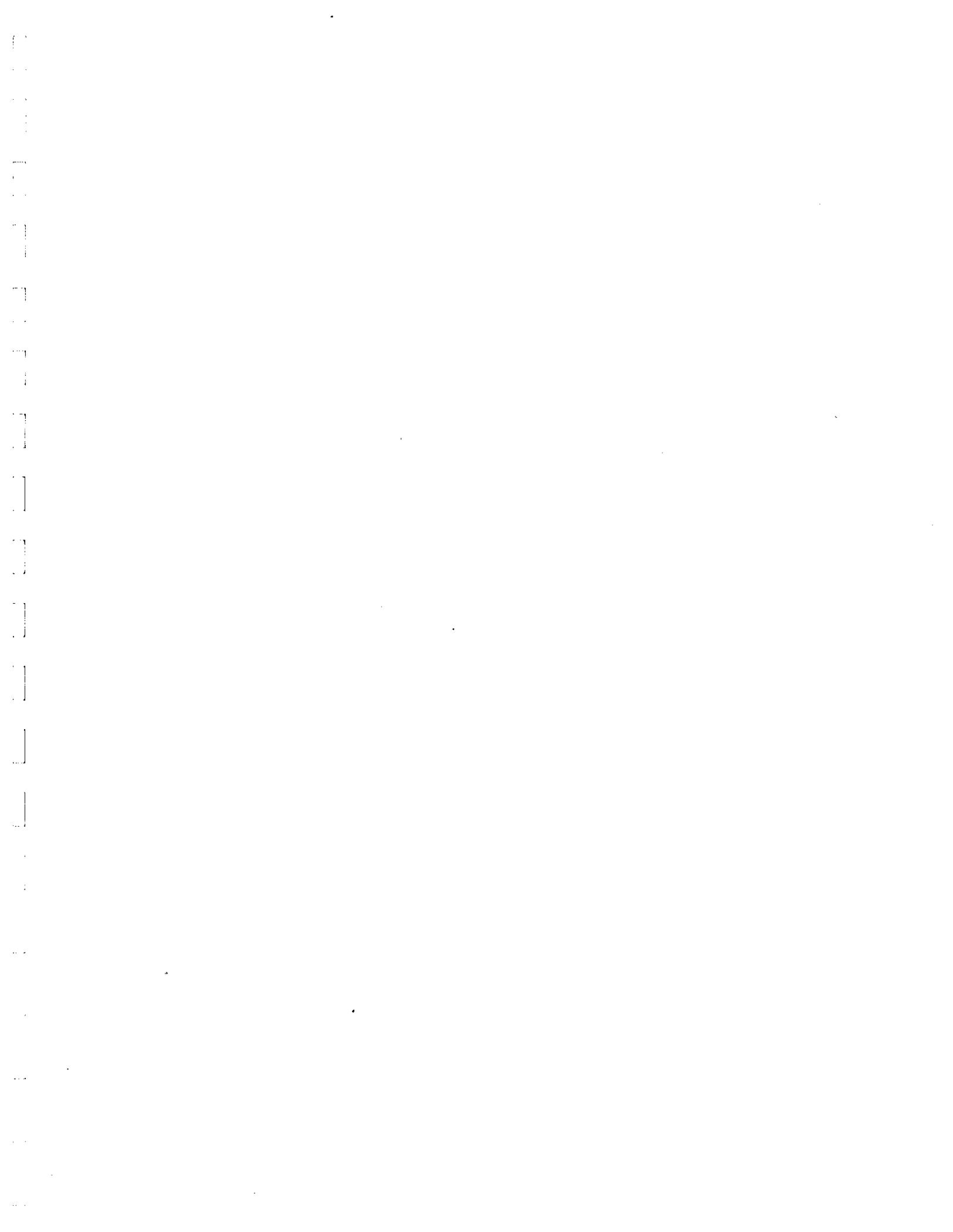
General Property

ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTORS.



**Saskatchewan
Personal Property Registry
Search Result**

End of Search Result





Saskatchewan Personal Property Registry Search Result

Searching Party: THOMSON REUTERS CANADA LIMITED
Search Date: 28-Jul-2014 14:43:05
Search Type: Standard

Search #: 201746790
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
BENIX & CO. INC.

The following list displays all matches & indicates the ones that were selected.
6 Registration(s) Found: Exacts (4) - Similar (2)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	301138572	Benix & Co. Inc.	Toronto
Yes	Exact	301138574	Benix & Co. Inc.	Toronto
Yes	Exact	301138576	Benix & Co. Inc.	Toronto
Yes	Exact	301151416	Benix & Co. Inc.	Toronto
No	Similar	300878034	BONAKO INC	TORONTO
No	Similar	300824170	Bow Mech Inc.	RM Buckland



Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Jan-2014 14:51:40

Registration #: 301138572
Expiry Date: 22-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Person	Toronto, Ontario
Name: Benitah, Isaac	M6A1L9
	Canada

Debtor Party

* Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Business	Toronto, Ontario
Name: Benix & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Jan-2014 14:53:13

Registration #: 301138574
Expiry Date: 22-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152008537 - 1	
Entity Type: Person	Toronto, Ontario
Name: Benitah, Fred	M6A1L9
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Business	Toronto, Ontario
Name: Benix & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Jan-2014 14:55:05

Registration #: 301138576
Expiry Date: 22-Jan-2019

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 111 Orfus Road
Party ID: 152007426 - 2	
Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1M4
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Business	Toronto, Ontario
Name: Benix & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 22-Jan-2014 14:55:05

Registration #: 301138576
Transaction #: 1
Expiry Date: 22-Jan-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007426 - 1	



**Saskatchewan
Personal Property Registry
Search Result**

Secured Party

Entity Type: Business	Toronto, Ontario
Name: Isaac Bennet Sales Agencies Inc.	M6A1L9
	Canada

Debtor Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Business	Toronto, Ontario
Name: Benix & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

History - Amendment

Amendment Date: 22-Jul-2014 14:56:42

Registration #: 301138576
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amend Secured Party Address

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Action: Update	Address: 111 Orfus Road
Item #: 1	
Party ID: 152007426 - 2	Toronto, Ontario
Entity Type: Business	M6A1M4
Name: Isaac Bennet Sales Agencies Inc.	Canada



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 27-Feb-2014 13:44:43

Registration #: 301151416
Expiry Date: 27-Feb-2019

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 151258565 - 1	Address: Barristers & Solicitors
Entity Type: Business	700 - 2103 - 11th Avenue
Name: Miller Thomson LLP	Regina, SK
	S4P4G1
	Canada

Secured Party

Item #: 1	Address: 98 Orfus Road
Party ID: 152007437 - 1	
Entity Type: Business	Toronto, Ontario
Name: F.B.I. Inc.	M6A1L9
	Canada

Debtor Party

*Item #: 1	Address: 98 Orfus Road
Party ID: 152008533 - 1	
Entity Type: Business	Toronto, Ontario
Name: Benix & Co. Inc.	M6A1L9
	Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION.

End of Search Result



Search ID#: Z05891572

Search ID #: Z05891572

Date of Search: 2014-Jul-28

Time of Search: 13:44:00

Business Debtor Search For:

BOMBAY & CO. INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05891572

Business Debtor Search For:

BOMBAY & CO. INC.

Search ID #: Z05891572

Date of Search: 2014-Jul-28

Time of Search: 13:44:00

Registration Number: 08012425159

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-Jan-24

Registration Status: Current

Expiry Date: 2018-Jan-24 23:59:59

Exact Match on: Debtor

No: 2

Amendments to Registration

08021406649

Amendment

2008-Feb-14

12112012638

Renewal

2012-Nov-20

Debtor(s)

Block

1 2151456 ONTARIO INC.
98 ORFUS ROAD
TORONTO, ON M6A 1L9

Status

Deleted by
08021406649

Block

2 BOMBAY & CO INC.
98 ORFUS ROAD
TORONTO, ON M6A 1L9

Status

Current by
08021406649

Secured Party / Parties

Block

1 CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO, ON M5G 2C2

Status

Current

Collateral: General

Block

1 All of the debtor's present and after-acquired personal property.

Status

Current

Search ID#: Z05891572

Particulars

Block **Additional Information**

Status

1 NAME CHANGE OF DEBTOR FROM 2151456 ONTARIO INC. TO BOMBAY & CO. INC.
EFFECTIVE FEBRUARY 13, 2008

Current By
08021406649

Search ID#: Z05891572

Business Debtor Search For:

BOMBAY & CO. INC.

Search ID #: Z05891572

Date of Search: 2014-Jul-28

Time of Search: 13:44:00

Registration Number: 14012113753

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-21

Registration Status: Current

Expiry Date: 2019-Jan-21 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

14072222009

Amendment

2014-Jul-22

Debtor(s)

Block

Status

1 BOMBAY & CO. INC.
98 Orfus Road
Toronto, ON M6A 1L9

Current

Secured Party / Parties

Block

Status

1 ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road
Toronto, ON M6A 1L9

Deleted by
14072222009

Block

Status

2 ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto, ON M6A 1M4

Current by
14072222009

Collateral: General

Block

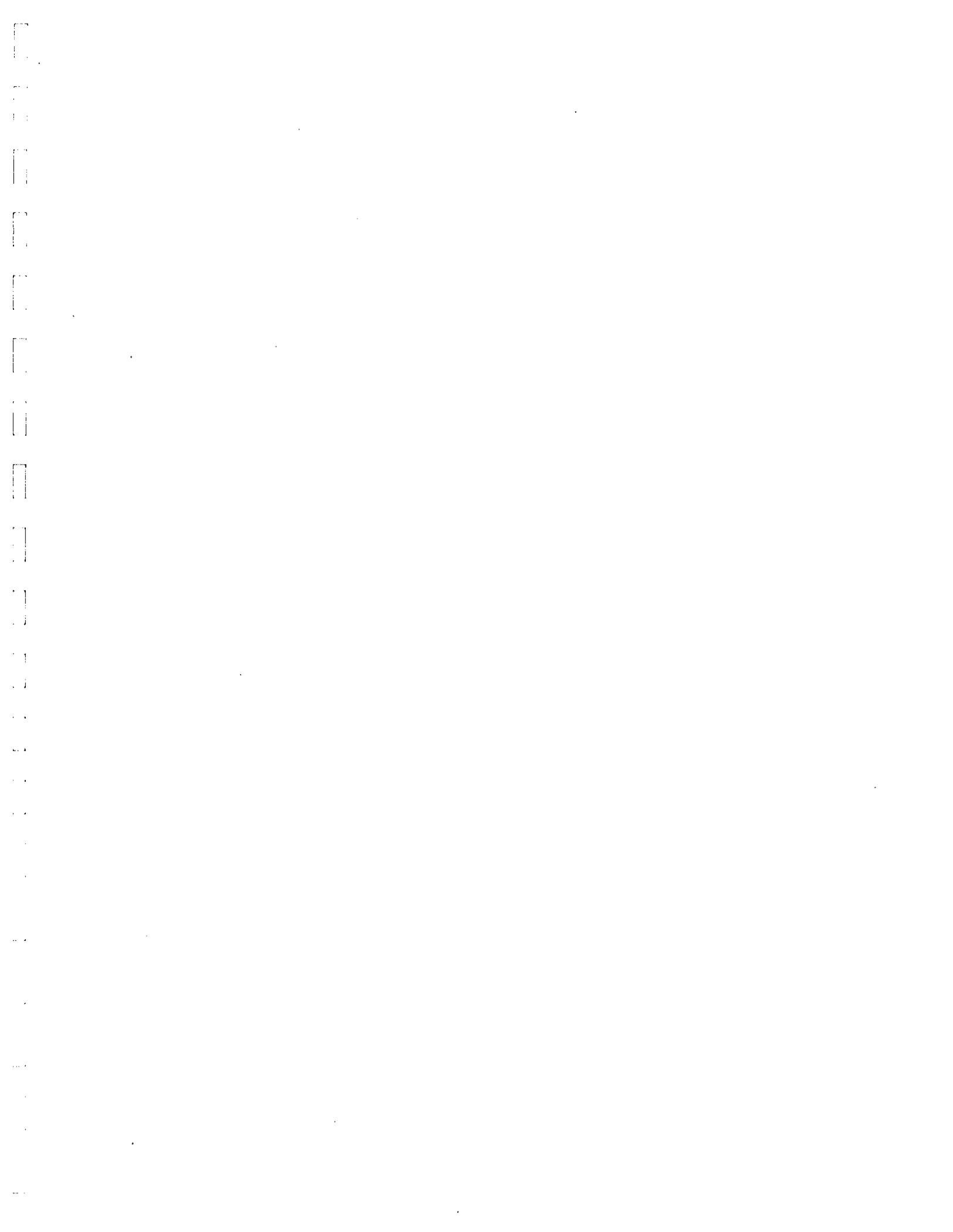
Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Result Complete



Search ID#: Z05891577

Search ID #: Z05891577

Date of Search: 2014-Jul-28

Time of Search: 13:44:33

Business Debtor Search For:

BOWRING & CO. INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID#: Z05891577

Business Debtor Search For:

BOWRING & CO. INC.

Search ID #: Z05891577

Date of Search: 2014-Jul-28

Time of Search: 13:44:33

Registration Number: 05030122021

Registration Type: SECURITY AGREEMENT

Registration Date: 2005-Mar-01

Registration Status: Current

Expiry Date: 2015-Mar-01 23:59:59

Inexact Match on: Debtor No: 4

Inexact Match on: Debtor No: 5

Debtor(s)

Block

		<u>Status</u>
1	TEREVE HOLDINGS LTD. 800, 240 GRAHAM AVENUE WINNIPEG, MB R3C 0J7	Current

Block

		<u>Status</u>
2	GESTIONS TEREVE LTEE 800, 240 GRAHAM AVENUE WINNIPEG, MB R3C 0J7	Current

Block

		<u>Status</u>
3	TEREVE HOLDINGS LTD./GESTIONS TEREVE LTEE 800, 240 GRAHAM AVENUE WINNIPEG, MB R3C 0J7	Current

Block

		<u>Status</u>
4	BOWRING 800, 240 GRAHAM AVENUE WINNIPEG, MB R3C 0J7	Current

Block

		<u>Status</u>
5	BOWRINGS 800, 240 GRAHAM AVENUE WINNIPEG, MB R3C 0J7	Current

Block

		<u>Status</u>
6		Current

Search ID#: Z05891577

BOWRING GIFT SHOP
800, 240 GRAHAM AVENUE
WINNIPEG, MB R3C 0J7

Secured Party / Parties

Block

Status

1 ROYAL CANADIAN SECURITIES LIMITED
800, 240 GRAHAM AVENUE
WINNIPEG, MB R3C 0J7

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID#: Z05891577

Business Debtor Search For:

BOWRING & CO. INC.

Search ID #: Z05891577

Date of Search: 2014-Jul-28

Time of Search: 13:44:33

Registration Number: 06063019225

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Jun-30

Registration Status: Current

Expiry Date: 2016-Jun-30 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

11042707912

Renewal

2011-Apr-27

Debtor(s)

Block

Status

1 BOWRING & CO. INC.
98 ORFUS ROAD
TORONTO, ON M6A 1L9

Current

Secured Party / Parties

Block

Status

1 CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO, ON M5G 2C2

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID#: Z05891577

Business Debtor Search For:

BOWRING & CO. INC.

Search ID #: Z05891577

Date of Search: 2014-Jul-28

Time of Search: 13:44:33

Registration Number: 14012114147

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-21

Registration Status: Current

Expiry Date: 2019-Jan-21 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

14072221965

Amendment

2014-Jul-22

Debtor(s)

Block

Status

1 BOWRING & CO. INC.
98 Orfus Road
Toronto, ON M6A 1L9

Current

Secured Party / Parties

Block

Status

1 ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road
Toronto, ON M6A 1L9

Deleted by
14072221965

Block

Status

2 ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto, ON M6A 1M4

Current by
14072221965

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Search ID#: Z05891577

Business Debtor Search For:

BOWRING & CO. INC.

Search ID #: Z05891577

Date of Search: 2014-Jul-28

Time of Search: 13:44:33

Registration Number: 14012114577

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-21

Registration Status: Current

Expiry Date: 2019-Jan-21 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	BOWRING & CO. INC. 98 Orfus Road Toronto, ON M6A 1L9	Current
---	--	---------

Secured Party / Parties

Block

Status

1	F.B.I. INC. 98 Orfus Road Toronto, ON M6A 1L9	Current
---	---	---------

Collateral: General

Block

Description

Status

1	All present and after-acquired personal property of the Debtor.	Current
---	---	---------

Search ID#: Z05891577

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

Reg. #

BOWERING HOLDINGS (1996) LTD.
500, 1111 - 11TH AVENUE S.W.
CALGARY, AB T2R 0G5

97082100823

SECURITY AGREEMENT

Debtor Name / Address

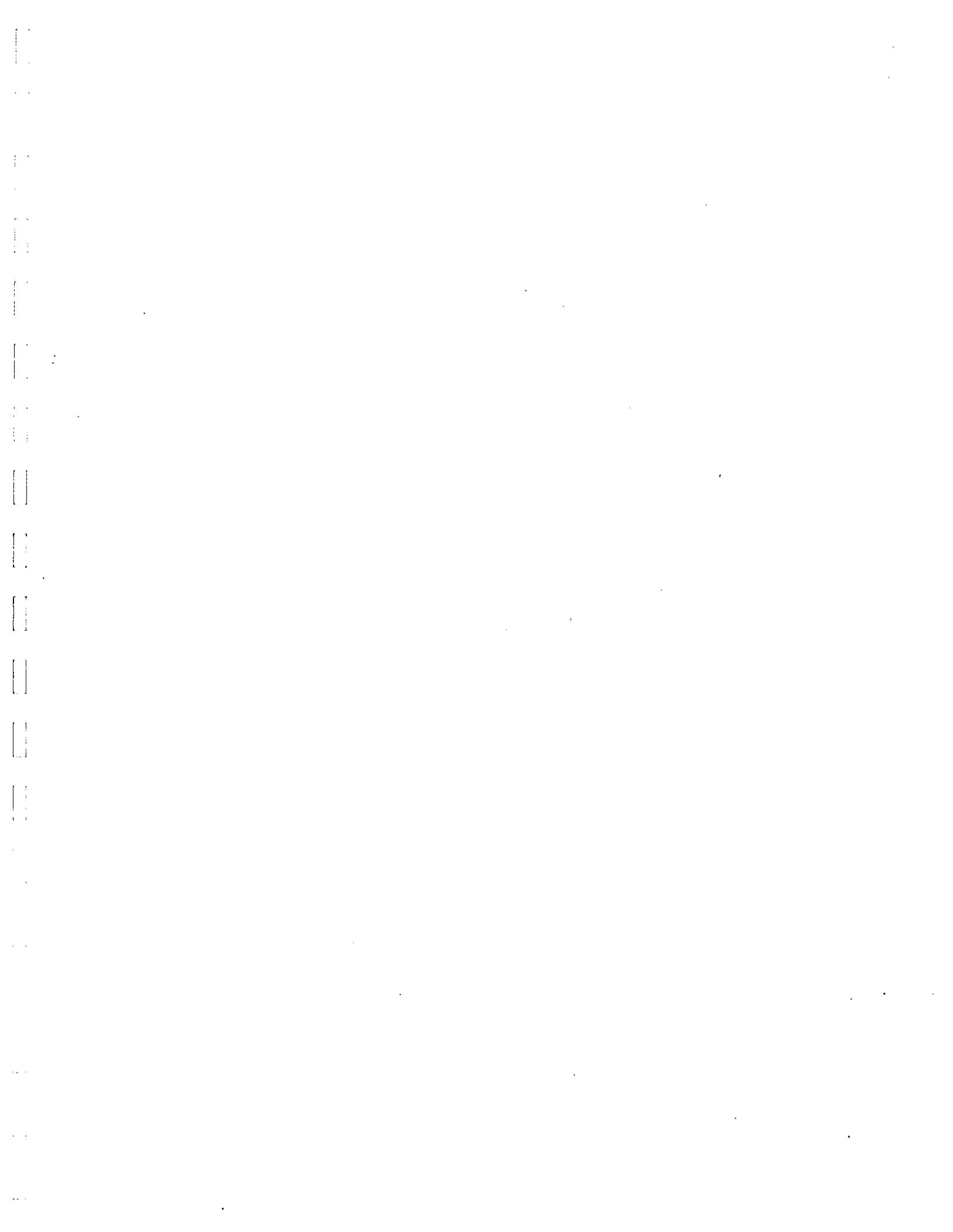
Reg. #

BOWERING HOLDINGS LTD.
3916 - 1ST STREET N.E.
CALGARY, AB T2E 3E3

97082100732

SECURITY AGREEMENT

Result Complete



Search ID#: Z05891554

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Business Debtor Search For:

BENIX & CO. INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 06063019266

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Jun-30

Registration Status: Current

Expiry Date: 2016-Jun-30 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

11042707899

Renewal

2011-Apr-27

Debtor(s)

Block

Status

1 BENIX & CO. INC.
98 ORFUS ROAD
TORONTO, ON M6A 1L9

Current

Secured Party / Parties

Block

Status

1 CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO, ON M5G 2C2

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 10112620873

Registration Type: SECURITY AGREEMENT

Registration Date: 2010-Nov-26

Registration Status: Current

Expiry Date: 2015-Nov-26 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	BENIX & CO. INC. 98 Orfus Road Toronto, ON M6A 1L9	Current
---	--	---------

Secured Party / Parties

Block

Status

1	CANADIAN IMPERIAL BANK OF COMMERCE 595 Bay Street, 5th Floor Toronto, ON M5G 2C2	Current
---	--	---------

Collateral: General

Block

Description

Status

1	All of the debtor's present and after-acquired personal property.	Current
---	---	---------

Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 14012232194

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-22

Registration Status: Current

Expiry Date: 2019-Jan-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	BENIX & CO. INC. 98 Orfus Road Toronto, ON M6A 1L9	Current
---	--	---------

Secured Party / Parties

Block

Status

1	BENITAH, ISAAC 98 Orfus Road Toronto, ON M6A 1L9	Current
---	--	---------

Collateral: General

Block

Description

Status

1	All present and after-acquired personal property of the Debtor.	Current
---	---	---------

Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 14012232348

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-22

Registration Status: Current

Expiry Date: 2019-Jan-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	BENIX & CO. INC. 98 Orfus Road Toronto, ON M6A 1L9	Current
---	--	---------

Secured Party / Parties

Block

Status

1	BENITAH, FRED 98 Orfus Road Toronto, ON M6A 1L9	Current
---	---	---------

Collateral: General

Block

Description

Status

1	All present and after-acquired personal property of the Debtor.	Current
---	---	---------

Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 14012232597

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jan-22

Registration Status: Current

Expiry Date: 2019-Jan-22 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

14072221907

Amendment

2014-Jul-22

Debtor(s)

Block

Status

1 BENIX & CO. INC.
98 Orfus Road
Toronto, ON M6A 1L9

Current

Secured Party / Parties

Block

Status

1 ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road
Toronto, ON M6A 1L9

Deleted by
14072221907

Block

Status

2 ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road
Toronto, ON M6A 1M4

Current by
14072221907

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Search ID#: Z05891554

Business Debtor Search For:

BENIX & CO. INC.

Search ID #: Z05891554

Date of Search: 2014-Jul-28

Time of Search: 13:39:28

Registration Number: 14022723990

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Feb-27

Registration Status: Current

Expiry Date: 2019-Feb-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	BENIX & CO. INC. 98 ORFUS ROAD TORONTO, ON M6A 1L9	Current
---	--	---------

Secured Party / Parties

Block

Status

1	F.B.I. INC. 98 ORFUS ROAD TORONTO, ON M6A 1L9	Current
---	---	---------

Collateral: General

Block

Description

Status

1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
---	---	---------

Search ID#: Z05891554

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

Reg. #

BAINIK CONSULTING LTD.
36 THORNLEIGH WAY SE
AIRDRIE, AB T4A 2C6

11051117414

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

BENIUK HOLDINGS LTD
10447 35 Ave NW
Edmonton, AB T6J 2M8

09093022785

SECURITY AGREEMENT

Debtor Name / Address

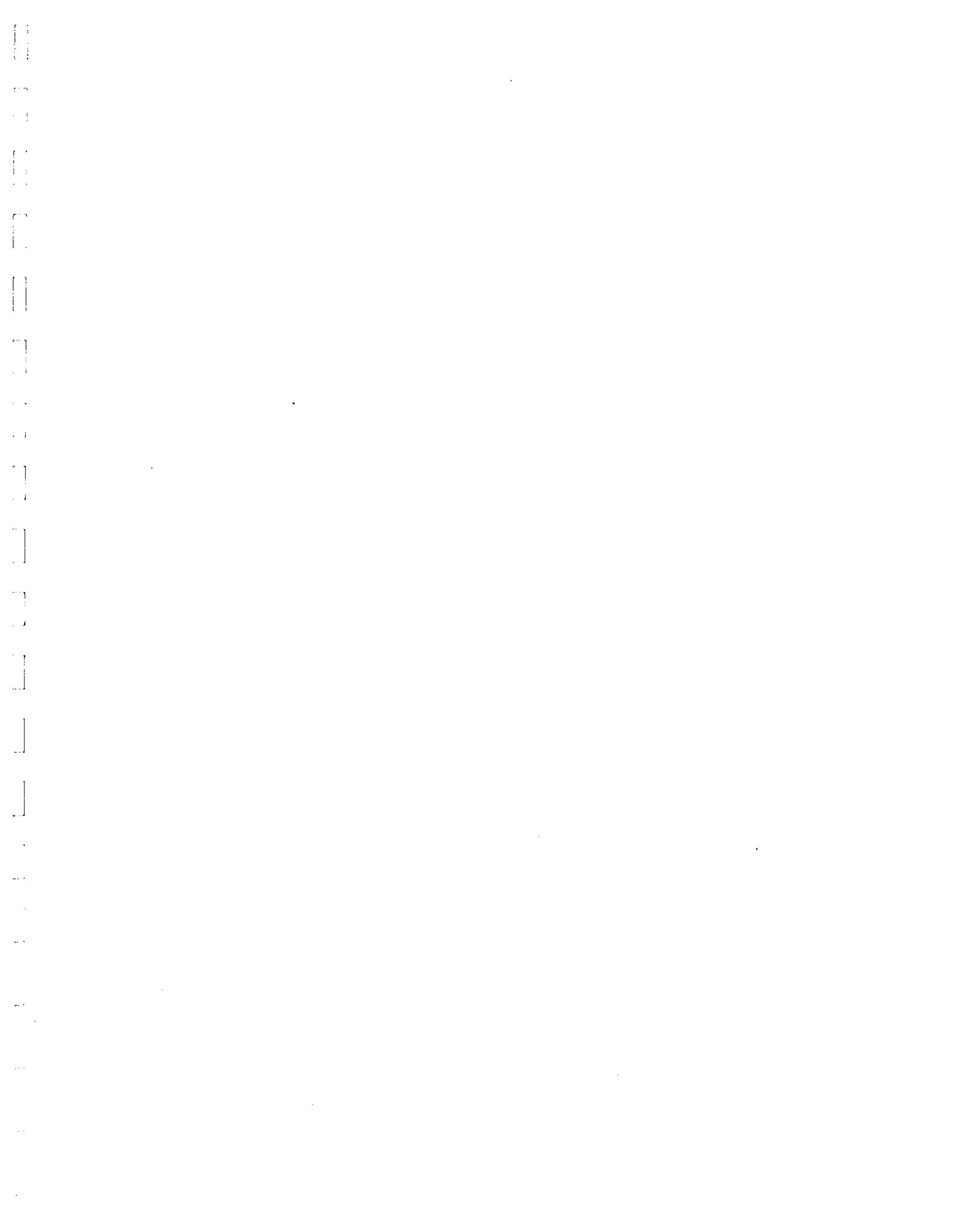
Reg. #

BONNICK ENTERPRISES INC.
8535 GORDON AVENUE
FORT MCMURRAY, AB T9H 0B7

13071228157

SECURITY AGREEMENT

Result Complete



Lterm: XPSP0054 BC OnLine: PPRS SEARCH RESULT
For: PD93949 CYBERBAHN

2014/07/28
12:49:53

Index: BUSINESS DEBTOR

Search Criteria: BOMBAY & CO. INC.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 24, 2008 Reg. Length: 5 YEARS
Reg. Time: 11:32:51 Expiry Date: JAN 24, 2018
Base Reg. #: 153309E Control #: B8516144

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: CANADIAN IMPERIAL BANK OF COMMERCE
5TH FLOOR 595 BAY STREET
TORONTO ON M5G 2C2

+++ Base Debtor: 2151456 ONTARIO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL PRESENTLY OWNED OR HELD AND AFTER-ACQUIRED OWNED OR HELD
PERSONAL PROPERTY OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION,
FIXTURES AND LICENSES.
TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER
OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS.

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-1055 DUNSMUIR, BOX 49122
VANCOUVER BC V7X 1J1

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 3
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST. BOX 30
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 30
VANCOUVER BC V6C 2B5

Continued on Page 2

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 189455E

Reg. Date: FEB 13, 2008

Reg. Time: 15:21:15

Control #: B8553327

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 153309E

Base Reg. Date: JAN 24, 2008

Details Description:

DEBTOR NAME CHANGE

Block#

** DELETED **

+++ Bus. Debtor: 2151456 ONTARIO INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

*** ADDED ***

=D0002 Bus. Debtor: BOMBAY & CO INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-1055 DUNSMUIR, BOX 49122
VANCOUVER BC V7X 1J1

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 3
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST. BOX 30
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 30
VANCOUVER BC V6C 2B5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 189556E

Reg. Date: FEB 13, 2008

Reg. Time: 15:52:25

Control #: B8553426

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 153309E

Base Reg. Date: JAN 24, 2008

Details Description:

2151456 ONTARIO INC TO REMAIN AS A DEBTOR

Continued on Page 3

Block#

*** ADDED ***

D0003 Bus. Debtor: 2151456 ONTARIO INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-1055 DUNSMUIR, BOX 49122
VANCOUVER BC V7X 1J1

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 3
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST. BOX 30
VANCOUVER BC V6C 2B5

*** Name/Address Changed on October 30, 2008 to:

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 30
VANCOUVER BC V6C 2B5

----- R E N E W A L -----

Reg. #: 060998H Reg. Date: NOV 20, 2012
Reg. Life: 5 YEARS Reg. Time: 09:17:34
Control #: D1501320
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 153309E Base Reg. Date: JAN 24, 2008

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

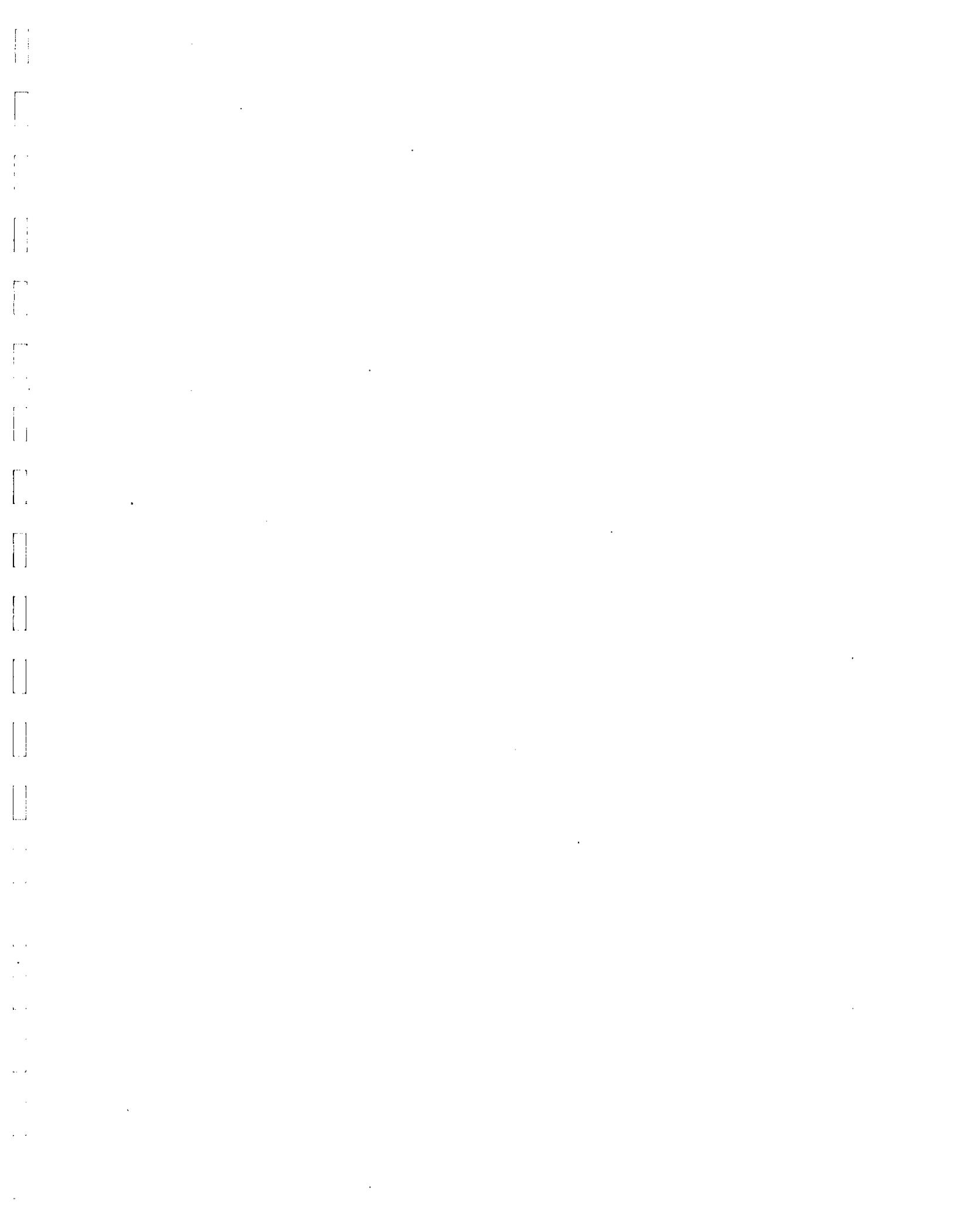
***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 21, 2014 Reg. Length: 5 YEARS
Reg. Time: 11:01:14 Expiry Date: JAN 21, 2019
Base Reg. #: 763047H Control #: D2220784

Block#

+++ Secured Party: ISAAC BENNET SALES AGENCIES INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

Continued on Page 4



BC OnLine: PPRS SEARCH RESULT
Lterm: XPSP0054 For: PD93949 CYBERBAHN

2014/07/28
12:50:39

Index: BUSINESS DEBTOR

Search Criteria: BOWRING & CO. INC.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 06, 2006 Reg. Length: 5 YEARS
Reg. Time: 13:56:56 Expiry Date: JUL 06, 2016
Base Reg. #: 105480D Control #: B7411738

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

=D0001 Base Debtor: BOWRING & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL
PROPERTY.

Registering
Party: LAWSON LUNDELL LLP
1600 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

----- R E N E W A L -----

Reg. #: 114946G Reg. Date: APR 27, 2011
Reg. Life: 5 YEARS Reg. Time: 08:12:22
Control #: D0532412

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 105480D Base Reg. Date: JUL 06, 2006

Registering
Party: CANADIAN SECURITIES REGISTRATION
SYSTEMS
4126 NORLAND AVENUE
BURNABY BC V5G 3S8

*** Name/Address Changed on May 7, 2012 to:

Registering
Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 21, 2014 Reg. Length: 5 YEARS
Reg. Time: 11:01:33 Expiry Date: JAN 21, 2019
Base Reg. #: 763049H Control #: D2220794

Block#

Continued on Page 2

+++ Secured Party: ISAAC BENNET SALES AGENCIES INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

=D0001 Base Debtor: BOWRING & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY,
INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE
DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR
THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS)

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BARRARD STREET
VANCOUVER BC V6C 0A3

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 084136I

Reg. Date: JUL 22, 2014

Reg. Time: 13:05:32

Control #: D2550014

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 763049H

Base Reg. Date: JAN 21, 2014

Details Description:

CHANGE SECURED PARTY ADDRESS

Block#

** DELETED **

+++ Secured Party: ISAAC BENNET SALES AGENCIES INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

*** ADDED ***

S0002 Secured Party: ISAAC BENNET SALES AGENCIES INC
111 ORFUS ROAD
TORONTO ON M6A 1M4

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BARRARD STREET
VANCOUVER BC V6C 0A3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 21, 2014

Reg. Length: 5 YEARS

Reg. Time: 11:01:46

Expiry Date: JAN 21, 2019

Base Reg. #: 763052H

Control #: D2220799

Block#

S0001 Secured Party: FBI INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

Continued on Page 3



BC OnLine: PPRS SEARCH RESULT 2014/07/28
Lterm: XPSP0054 For: PD93949 CYBERBAHN 12:48:30

Index: BUSINESS DEBTOR

Search Criteria: BENIX & CO. INC.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 06, 2006 Reg. Length: 5 YEARS
Reg. Time: 13:52:51 Expiry Date: JUL 06, 2016
Base Reg. #: 105449D Control #: B7411732

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

=D0001 Base Debtor: BENIX & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL
PROPERTY.

Registering

Party: LAWSON LUNDELL LLP
1600 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

----- R E N E W A L -----

Reg. #: 114944G Reg. Date: APR 27, 2011
Reg. Life: 5 YEARS Reg. Time: 08:12:15
Control #: D0532410
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 105449D Base Reg. Date: JUL 06, 2006

Registering

Party: CANADIAN SECURITIES REGISTRATION
SYSTEMS
4126 NORLAND AVENUE
BURNABY BC V5G 3S8

*** Name/Address Changed on May 7, 2012 to:

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: NOV 26, 2010 Reg. Length: 5 YEARS
Reg. Time: 11:56:21 Expiry Date: NOV 26, 2015
Base Reg. #: 883412F Control #: D0294815

Block#

Continued on Page 2

S0001 Secured Party: CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

=D0001 Base Debtor: BENIX & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL PRESENTLY OWNED OR HELD AND AFTER-ACQUIRED OWNED OR HELD
PERSONAL PROPERTY OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION,
FIXTURES AND LICENSES.
TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER
OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS.

Registering

Party: GOWLING LAFLEUR HENDERSON LLP
2300-550 BURRARD ST., BOX 30
VANCOUVER BC V6C 2B5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 22, 2014 Reg. Length: 5 YEARS
Reg. Time: 12:10:13 Expiry Date: JAN 22, 2019
Base Reg. #: 765818H Control #: D2223904

Block#

S0001 Secured Party: ISAAC BENITAH
98 ORFUS ROAD
TORONTO ON M6A 1L9

=D0001 Base Debtor: BENIX & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY,
INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE
DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR
THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS)

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BURRARD STREET
VANCOUVER BC V6C 0A3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 22, 2014 Reg. Length: 5 YEARS
Reg. Time: 12:10:32 Expiry Date: JAN 22, 2019
Base Reg. #: 765819H Control #: D2223914

Block#

S0001 Secured Party: FRED BENITAH
98 ORFUS ROAD
TORONTO ON M6A 1L9

Continued on Page 3

=D0001 Base Debtor: BENIX & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY,
INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE
DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR
THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS)

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BURRARD STREET
VANCOUVER BC V6C 0A3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 22, 2014 Reg. Length: 5 YEARS
Reg. Time: 12:10:50 Expiry Date: JAN 22, 2019
Base Reg. #: 765821H Control #: D2223923

Block#

+++ Secured Party: ISAAC BENNET SALES AGENCIES INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

=D0001 Base Debtor: BENIX & CO INC
(Business) 98 ORFUS ROAD
TORONTO ON M6A 1L9

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY,
INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE
DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR
THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS)

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BURRARD STREET
VANCOUVER BC V6C 0A3

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 084135I Reg. Date: JUL 22, 2014
Reg. Time: 13:05:15
Control #: D2550006
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 765821H Base Reg. Date: JAN 22, 2014

Details Description:

CHANGE SECURED PARTY ADDRESS

Block#

** DELETED **
+++ Secured Party: ISAAC BENNET SALES AGENCIES INC
98 ORFUS ROAD
TORONTO ON M6A 1L9

Continued on Page 4



Business Debtor Search - Exact Matches

SEARCH CRITERIA: BOMBAY & CO. INC.

No Matches Found

Business Debtor Search - Similar Matches

SEARCH CRITERIA: BOMBAY & CO. INC.

No Matches Found

Business Debtor Search - Exact Matches

SEARCH CRITERIA: BOWRING & CO. INC.

No Matches Found

Business Debtor Search - Similar Matches

SEARCH CRITERIA: BOWRING & CO. INC.

<u>Basic</u>	<u>Registration</u>	<u>Debtor</u>	<u>Deleted By</u>
1998/01/09 97884	1998/01/09 97884	BRANIGAN HOLDINGS LTD	-
1994/08/24 54441	1994/08/24 54441	BARRY MCCALLAN BUILDING MATERIALS (1994) LTD	-
1994/11/07 85428	1994/11/07 85428	BARRY MCCALLAN BUILDING MATERIALS (1994) LTD	-

row(s) 1 - 3 of 3

Business Debtor Search - Exact Matches

SEARCH CRITERIA: BENIX & CO. INC.

No Matches Found

Business Debtor Search - Similar Matches

SEARCH CRITERIA: BENIX & CO. INC.

Basic	Registration	Debtor	Deleted By
2013/08/15 39838	2013/08/15 39838	BUNCHES OF LUNCHES	-
2004/02/17 68413	2004/02/17 68413	BANQUE SEARS CANADA/SEARS CANADA BANK	2005/11/16 69163 Pg 002
2004/02/17 68421	2004/02/17 68421	BANQUE SEARS CANADA/SEARS CANADA BANK	2005/11/21 71268 Pg 002
2001/10/05 10922	2004/01/07 55041	BANQUE SEARS CANADA SEARS CANADA BANKI	2004/01/09 55948 Pg 001
2001/09/04 00431	2005/11/16 69080	BANQUE SEARS CANADA SEARS CANADA BANK	-
2001/09/04 00431	2004/01/07 55033	BANQUE SEARS CANADA SEARS CANADA BANK	2005/11/16 69072 Pg 002
2001/09/04 00449	2005/11/16 69114	BANQUE SEARS CANADA SEARS CANADA BANK	-
2001/09/04 00449	2004/01/07 55058	BANQUE SEARS CANADA SEARS CANADA BANK	2005/11/16 69106 Pg 002
2001/10/05 10922	2004/01/09 55948	BANQUE SEARS CANADA SEARS CANADA BANK	2005/11/17 69815 Pg 001
2001/10/05 10922	2005/11/16 69155	BANQUE SEARS CANADA SEARS CANADA BANK	-
2004/02/17 68413	2005/11/16 69171	BANQUE SEARS CANADA SEARS CANADA BANK	-
2004/02/17 68421	2005/11/22 71274	BANQUE SEARS CANADA SEARS CANADA BANK	-
2001/09/04 00431	2004/01/07 55033	BANQUE SEARS CANADA	2005/11/16 69072 Pg 001
2001/09/04 00431	2005/11/16 69080	BANQUE SEARS CANADA	2005/11/17 69823 Pg 001
2001/09/04 00431	2005/11/17 69823	BANQUE SEARS CANADA	-
2001/09/04 00449	2004/01/07 55058	BANQUE SEARS CANADA	2005/11/16 69106 Pg 001
2001/09/04 00449	2005/11/16 69114	BANQUE SEARS CANADA	-

2001/10/05 10922	2005/11/16 69155	BANQUE SEARS CANADA	-
2001/10/05 10922	2004/01/07 55041	BANQUE SEARS CANADA	2005/11/16 69130 Pg 001
2004/02/17 68413	2005/11/16 69171	BANQUE SEARS CANADA	-
2004/02/17 68413	2004/02/17 68413	BANQUE SEARS CANADA	2005/11/16 69163 Pg 002
2004/02/17 68421	2005/11/22 71274	BANQUE SEARS CANADA	-
2004/02/17 68421	2004/02/17 68421	BANQUE SEARS CANADA	2005/11/21 71268 Pg 002
			row(s) 1 - 23 of 23

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Northwest Territories
Type of Search:	Debtors (Enterprise)
Search Criteria:	BOMBAY & CO.
Date and Time of Search:	2014-07-28 17:14 (Atlantic)
Transaction Number:	11411926
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Northwest Territories
Type of Search: Debtors (Enterprise)

Search Criteria: BOWRING & CO.

Date and Time of Search: 2014-07-28 17:14 (Atlantic)
Transaction Number: 11411929
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		660217	Bearing Gold Resources Corp.	Stony Plain

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Northwest Territories
Type of Search:	Debtors (Enterprise)
Search Criteria:	BENIX & CO.
Date and Time of Search:	2014-07-28 17:12 (Atlantic)
Transaction Number:	11411922
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nunavut
Type of Search:	Debtors (Enterprise)
Search Criteria:	BOMBAY & CO.
Date and Time of Search:	2014-07-28 17:31 (Atlantic)
Transaction Number:	11412036
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nunavut
Type of Search: Debtors (Enterprise)

Search Criteria: BOWRING & CO.

Date and Time of Search: 2014-07-28 17:31 (Atlantic)
Transaction Number: 11412040
Searched By: C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nunavut
Type of Search:	Debtors (Enterprise)
Search Criteria:	BENIX & CO.
Date and Time of Search:	2014-07-28 17:30 (Atlantic)
Transaction Number:	11412018
Searched By:	C186290

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An "*" in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An "*" in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

Registraire
des entreprisesQuébec 

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2014-07-28 15:29:04

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1164935737
Nom	BOMBAY & CIE INC.
Version du nom dans une autre langue	BOMBAY & CO. INC.

Adresse du domicile

Adresse	98 ORFUS ROAD TORONTO (ONTARIO) M6A1L9
---------	--

Adresse du domicile élu

Nom de l'entreprise	BOMBAY & CO. INC.
---------------------	-------------------

Adresse	98 ORFUS ROAD TORONTO (ONTARIO) M6A1L9
---------	--

Immatriculation

Date d'immatriculation	2008-01-30
Statut	Immatriculée
Date de mise à jour du statut	2008-01-30
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2008-01-30 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Régime courant

ONTARIO : Loi sur les sociétés par actions, L.R.O. c.
B.16**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2013-07-08
Date de la dernière déclaration de mise à jour annuelle	2013-07-08 2013
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014	2014-07-29
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013	2013-07-29

Faillite

Aucune information n'a été déclarée concernant l'existence d'une faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	6211
Activité	Commerce de détail de meubles de maison (avec appareils ménagers et accessoires d'ameublement)
Précisions (facultatives)	RETAIL SALE OF FURNITURE AND FURNISHINGS

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 50 à 99

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire n'est pas majoritaire.

Nom

F.B.I. INC.

Adresse

98 ORFUS ROAD TORONTO (ONTARIO) M6A1L9

Deuxième actionnaire

Nom

ISAAC BENNET SALES AGENCIES INC.

Adresse

111 ORFUS ROAD TORONTO (ONTARIO) M6A1M1

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom

BENITAH, ISAAC

Date du début de la charge

Date de fin de la charge

Fonctions actuelles

Secrétaire

Adresse

98, ORFUS ROAD TORONTO (ONTARIO) M6A1L9

Nom

BENITAH, FRED

Date du début de la charge

Date de fin de la charge

Fonctions actuelles

Autre

Adresse

98, ORFUS ROAD TORONTO (ONTARIO) M6A1L9

Dirigeants non membres du conseil d'administration

Nom

MORRISON, MARGARET

Fonctions actuelles

Président

Adresse

98, ORFUS ROAD TORONTO (ONTARIO)
M6A1L9

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
0021 - BOMBAY CARREFOUR CHAMPÊTRE	575, PLACE CHAMPÊTRE, BUREAU 100 BROMONT (QUÉBEC) J2L0A2	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
(Établissement principal)		
0020 - BOMBAY KIDS (TM)	9500, BOUL. LEDUC, BUREAU 5 BROSSARD (QUÉBEC) J4Y0B3	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0019 - BOMBAY (TM)	9500, BOUL. LEDUC, BUREAU 5 BROSSARD (QUÉBEC) J4Y0B3	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0018 - BOMBAY KIDS (TM)	M19-401 boul. Labelle Rosemère (Québec) J7A3T2 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0017 - BOMBAY (TM)	M19-401 boul. Labelle Rosemère (Québec) J7A3T2 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0016 - BOMBAY KIDS (TM)	704-582 ch. de Touraine Boucherville (Québec) J4B5E4 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0015 - BOMBAY (TM)	704-582 ch. de Touraine Boucherville (Québec) J4B5E4 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0014 - THE BOMBAY COMPANY (TM)	47-2450 boul. Laurier Québec (Québec) G1V2L1 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0013 - BOMBAY (TM)	47-2450 boul. Laurier Québec (Québec) G1V2L1 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0012 - LA COMPAGNIE BOMBAY (TM)	3003 boul. Le Carrefour Laval (Québec) H7T1C7 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0011 - BOMBAY (TM)	7999 boul. des Galeries-d'Anjou Montréal (Québec) H1M1W9 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0010 - LA COMPAGNIE BOMBAY (TM)	7999 boul. des Galeries-d'Anjou Montréal (Québec) H1M1W9	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)

	Canada	d'ameublement) (6212)
0007 - BOMBAY (TM)	3252 rue Jean-Yves Kirkland (Québec) H9J2R6 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0006 - THE BOMBAY COMPANY (TM)	3252 rue Jean-Yves Kirkland (Québec) H9J2R6 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0005 - BOMBAY (TM)	2305 ch. Rockland Mont-Royal (Québec) H3P3E9 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0004 - THE BOMBAY COMPANY (TM)	2305 ch. Rockland Mont-Royal (Québec) H3P3E9 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)
0003 - LA COMPAGNIE BOMBAY (TM)	2305 ch. Rockland Mont-Royal (Québec) H3P3E9 Canada	Commerce de détail de meubles de maison (sans appareils ménagers ni accessoires d'ameublement) (6212)

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-07-08
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-05-31
Déclaration annuelle 2011	2011-07-28
Déclaration modificative	2010-11-15
Déclaration modificative	2010-10-27
Déclaration annuelle 2010	2010-07-08
Déclaration annuelle 2009	2010-05-06
Avls de défaut	2009-11-03
Déclaration modificative	2008-09-22
Déclaration modificative	2008-02-07
Déclaration d'immatriculation	2008-01-30

Index des noms

Date de mise à jour de l'index des noms 2008-09-22

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
-----	---------------------------------------	----------------------------	---------------------------------------	-----------

BOMBAY & CIE INC.	BOMBAY & CO. INC.	2008-09-22		En vigueur
2151456 ONTARIO INC.		2008-01-30	2008-09-22	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
BOMBAY (TM)		2008-09-22		En vigueur
BOMBAY CARREFOUR CHAMPÊTRE		2010-10-27		En vigueur
BOMBAY KIDS (TM)		2008-09-22		En vigueur
LA COMPAGNIE BOMBAY (TM)		2008-09-22		En vigueur
THE BOMBAY COMPANY (TM)		2008-09-22		En vigueur

Québec 

© Gouvernement du Québec

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : 2151456 ONTARIO INC.

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 08-0061397-0001	2008-02-05	10:03
	CHANGEMENT DE NOM 08-0266473-0001	2008-05-09	14:57

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : 2151456 ONTARIO INC.

Critère de sélection Nom d'organisme : 2151456 ONTARIO INC Code Postal : M6A1L9

Fiche	Inscription	Date	h:min
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001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 08-0061397-0001	2008-02-05	10:03
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	CHANGEMENT DE NOM 08-0266473-0001	2008-05-09	14:57
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Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : 2151456 ONTARIO INC.

Critère de sélection Nom d'organisme : 2151456 ONTARIO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
08-0061397-0001	2008-02-05 10:03	2018-02-05

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

CANADIAN IMPERIAL BANK OF COMMERCE
595 Bay Street, 5th Floor, Toronto, Ontario

M5G 2C2

Constituant

2151456 ONTARIO INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

Any and all movable property of the Constituant, 2151456 Ontario Inc. (the "Grantor"), of every nature and description, corporeal and incorporeal, present and future and wherever situate, including without limitation, all Claims, Property in Stock, Equipment, Intellectual Property and Securities, present and future (the "Collateral").

Without limiting the foregoing, the security hereby constituted also covers the following property:

- a) the proceeds of any sale, rental or other disposal of the Collateral, any claim resulting from such sale, rental or other disposal as well as any property acquired in replacement thereof;
- b) all of the Grantor's Contractual Rights, present and future;
- c) all insurance or expropriation indemnities payable with respect to the Collateral;
- d) all other rights, absolute or conditional, in respect of the Collateral and all fruits and revenues generated thereby; and
- e) all documents of title, records, invoices and accounts evidencing the Collateral or relating thereto.

DEFINITIONS:

"Claims" means, regardless of the debtors or the situs thereof, any and all claims, customer accounts, book debts, accounts receivable and any other amounts or property now or hereafter owing to the Grantor, either absolutely or conditionally, including all claims and indemnities

payable under insurance policies covering the same, all deposits and credit balances with financial institutions, suppliers or others, all judgments, rights and accessories thereto, all security interests in support thereof and all books, papers, invoices, notes and data files evidencing, recording and supporting the same.

"Equipment" means tangible movable property such as machinery, logging and agricultural equipment, tractors, tools, rolling stock, furniture and fixtures, and all Contractual Rights licences and other rights and records, files, charts, plans, drawings, specifications, manuals, documents and warranties relating thereto.

"Intellectual Property" means the enterprise of the Grantor and all of its trade names, trade marks, copyrights, designs, processes, know-how, goodwill, licences, franchises, permits, quotas, patents and other rights of intellectual and industrial property of any nature and description, and all pending applications pertaining thereto.

"Property in Stock" means, regardless of the situs thereof at any particular time, (a) all inventory of raw materials, goods in process, finished products and stock in trade of any nature and description, whether or not the same is held for let or hire, leasing, resale or otherwise, (b) all goods and materials used in or procured for the packaging thereof, (c) any such property held by third parties under let or hire, leasing, conditional sale, franchise, licence, consignment or other like contractual arrangements with its lawful owner, (d) any such property sold by the Grantor or later taken back for any reason, and (e) all amounts and proceeds paid or payable to or for the account of the Grantor as a result of the sale, lease or other dealings with any of the foregoing.

"Securities" means any and all deposits of money or precious metals, bonds, debentures, treasury bills, bankers' acceptances, bills of exchange, shares, units, participating, mutual funds and other securities or instruments of title of any nature and description, negotiable or not, including all manners of investments described in Section 1 of the Securities Act (Québec), and all certificates evidencing the same.

MENTIONS

Somme de l'hypothèque

\$18,000,000 with interest thereon at the rate of 25% per annum, plus an additional hypothec of \$2,700,000.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2008-02-05

Lieu : Toronto, Ontario

REMARQUES

INSCRIPTION

08-0266473-0001

CHANGEMENT DE NOM

DATE-HEURE-MINUTE

2008-05-09 14:57

AVIS D'ADRESSE

N° 022823

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : 2151456 ONTARIO INC.

Critère de sélection Nom d'organisme : 2151456 ONTARIO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
08-0266473-0001	2008-05-09 14:57
CHANGEMENT DE NOM	

PARTIES

Ancien nom

2151456 ONTARIO INC.

98 ORFUS ROAD, TORONTO, ONTARIO

M6A 1L9

Nouveau nom

BOMBAY & CO. INC.

98 ORFUS ROAD, TORONTO, ONTARIO

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO

NATURE

08-0061397-0001

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : STATUTS DE MODIFICATION

Date : 2008-02-13

Lieu : ONTARIO

Registre
des droits personnels
et réels mobiliers

Québec 

Date, heure, minute de certification : **2014-07-28 15:00**

Critère de recherche Nom d'organisme : **BOMBAY & CIE INC.**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0174874-0001	2014-03-06	09:00
	Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CIE INC.

Noms présentant des similarités (7)

Nom	Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/> BOMBAY & CO INC	M6A 1L9	3
Fiche	Date	h:min
001 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0003	2014-06-17	14:47
Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
002 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0174874-0001	2014-03-06	09:00
Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
003 CHANGEMENT DE NOM 08-0266473-0001	2008-05-09	14:57
<input checked="" type="checkbox"/> BOMBAY PALACE	H9B 1Z8	1
<input checked="" type="checkbox"/> LA COMPAGNIE DE MOBILIER BOMBAY DU CANADA INC	L6T 5W4	
<input checked="" type="checkbox"/> LIVRAISON BOMBAY MAHAL EXPRESS INC	H2X 2V5	
<input checked="" type="checkbox"/> RESTAURANT BOMBAY MAHAL	H3N 1T2	
<input checked="" type="checkbox"/> THE BOMBAY FURNITURE COMPANY OF CANADA INC	L6T 5W4	
<input checked="" type="checkbox"/> THE BOMBAY FURNITURE COMPANY OF CANADA INC LA COM...	L6T 5W4	

Date, heure, minute de certification : **2014-07-28 15:00**

Critère de recherche Nom d'organisme : **BOMBAY & CO. INC.**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0003	2014-06-17	14:47
	Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
	Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0174874-0001	2014-03-06	09:00
	Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
003	CHANGEMENT DE NOM 08-0266473-0001	2008-05-09	14:57

Date, heure, minute de certification : **2014-07-28 15:00**

Critère de recherche Nom d'organisme : **BOMBAY & CO. INC.**

Noms présentant des similarités (7)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> BOMBAY & CIE INC	M6A 1L9	1
Fiche	Date	h:min
001	2014-03-06	09:00
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0174874-0001		
Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
<input type="checkbox"/> BOMBAY PALACE	H9B 1Z8	
<input type="checkbox"/> LA COMPAGNIE DE MOBILIER BOMBAY DU CANADA INC	L6T 5W4	
<input type="checkbox"/> LIVRAISON BOMBAY MAHAL EXPRESS INC	H2X 2V5	1
<input type="checkbox"/> RESTAURANT BOMBAY MAHAL	H3N 1T2	1
<input type="checkbox"/> THE BOMBAY FURNITURE COMPANY OF CANADA INC	L6T 5W4	
<input type="checkbox"/> THE BOMBAY FURNITURE COMPANY OF CANADA INC LA COM...	L6T 5W4	

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0003	2014-06-17	14:47
	Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
	Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0174874-0001	2014-03-06	09:00
	Modification d'un droit publié 14-0574488-0002	2014-06-25	12:18
003	CHANGEMENT DE NOM 08-0266473-0001	2008-05-09	14:57

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0549003-0003	2014-06-17 14:47	2024-06-17

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOMBAY & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Debtor's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$22,000,000 at the rate of ten percent (10%) per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-02-21

Lieu : Toronto, Ontario

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
14-0574488-0002	2014-06-25 12:18
Modification d'un droit publié	
14-0574488-0003	2014-06-25 12:18
Modification d'un droit publié	

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
14-0574488-0003	2014-06-25 12:18

Modification d'un droit publié

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road, Toronto, Ontario

M6A 1M4

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0549003-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

The address of Isaac Bennet Sales Agencies Inc. changed to 111 Orfus Road, Toronto, Ontario M6A 1M4

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
14-0574488-0002	2014-06-25 12:18

Modification d'un droit publié

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road, Toronto, Ontario

M6A 1M4

Constituant

BOMBAY & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0174874-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0549003-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

The address of Isaac Bennet Sales Agencies Inc. changed to 111 Orfus Road, Toronto, Ontario M6A 1M4

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 002 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0174874-0001	2014-03-06 09:00	2019-03-06

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOMBAY & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOMBAY & CIE INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Constituant's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$18,000,000, with interest at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2008-02-05

Lieu : Toronto, Ontario

REMARQUES

INSCRIPTION

14-0574488-0002

Modification d'un droit publié

DATE-HEURE-MINUTE

2014-06-25 12:18

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 002 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
14-0574488-0002	2014-06-25 12:18

Modification d'un droit publié

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road, Toronto, Ontario

M6A 1M4

Constituant

BOMBAY & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0174874-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0549003-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

The address of Isaac Bennet Sales Agencies Inc. changed to 111 Orfus Road, Toronto, Ontario M6A 1M4

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOMBAY & CO. INC.

Critère de sélection Nom d'organisme : BOMBAY & CO INC Code Postal : M6A1L9

Fiche 003 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
08-0266473-0001	2008-05-09 14:57

CHANGEMENT DE NOM

PARTIES

Ancien nom

2151456 ONTARIO INC.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

Nouveau nom

BOMBAY & CO. INC.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0061397-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : STATUTS DE MODIFICATION
Date : 2008-02-13
Lieu : ONTARIO

Registraire
des entreprises

Québec 

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2014-07-28 15:26:47

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1163405096
Nom	BOWRING & CO INC.

Adresse du domicile

Adresse	98 ORFUS ROAD TORONTO (ONTARIO) M6A1L9
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Adresse du domicile élu

Adresse	1, PLACE VILLE-MARIE, BUREAU 3900 MONTRÉAL (QUÉBEC) H3B4M7
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Immatriculation

Date d'immatriculation	2005-12-19
Statut	Immatriculée
Date de mise à jour du statut	2005-12-19
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2005-10-28 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16
Régime courant	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2013-06-18
Date de la dernière déclaration de mise à jour annuelle	2013-04-09 2013
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014	2014-07-29
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013	2013-07-29

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	6582
Activité	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs
Précisions (facultatives)	GIFTWARE AND HOME FURNISHINGS RETAILER

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 50 à 99

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**Actionnaires****Premier actionnaire**

Le premier actionnaire n'est pas majoritaire.

Nom	BOWRING IB HOLDINGS CORP.
Adresse	111 ORFUS ROAD TORONTO ON M6A1M4 CANADA

Deuxième actionnaire

Nom	BOWRING FB HOLDINGS CORP.
Adresse	98 ORFUS ROAD TORONTO ON M6A1L9 CANADA

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom	BENITAH, ISAAC
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	111, ORFUS ROAD TORONTO (ONTARIO) M6A1M4

Nom de famille	BENITAH
Prénom	FRED
Date du début de la charge	2005-10-28
Date de fin de la charge	
Fonctions actuelles	CEO
Adresse	98 ORFUS ROAD TORONTO ON M6A1L9 CANADA

Dirigeants non membres du conseil d'administration

Nom	GILLEN, TINA
Fonctions actuelles	Président
Adresse	98 ORFUS ROAD TORONTO (ONTARIO) M6A1L9

Nom	MORRISON, MARGARET
Fonctions actuelles	Principal dirigeant
Adresse	98, ORFUS ROAD TORONTO (ONTARIO) M6A2L9

Fondé de pouvoir

Nom	DENTONS CANADA LLP
Adresse	3900-1 place Ville-Marie Montréal (Québec) H3B4M7 Canada

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
0008 - BOWRING (Établissement principal)	QUARTIER DIX 30, BUREAU L13F BROSSARD (QUÉBEC) J4Y0A5	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)
0007 - BOWRING	RIOCAN CENTRE KIRKLAND 3252, RUE JEAN YVES, BUREAU 6 KIRKLAND (QUÉBEC) H9J2R6	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)
0004 - BOWRING	PLACE LAURIER 2700, BOULEVARD WILFRID-LAURIER SAINTE-FOY (QUÉBEC) G1V3L8	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)
0003 - BOWRING	C5-999 rue du Marché-Central Montréal (Québec) H4N1J8 Canada	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)
0002 - BOWRING	3035 boul. Le Carrefour Laval (Québec) H7T1C8 Canada	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)
0001 - BOWRING	204-582 ch. de Touraine Boucherville (Québec) J4B5E4 Canada	Commerce de détail d'objets d'art et d'artisanat, de cadeaux, d'articles de fantaisie et de souvenirs (6582)

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2013-06-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-04-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-07-30
Déclaration annuelle 2010	2011-12-16
Déclaration annuelle 2011	2011-07-28
Déclaration annuelle 2009	2010-05-19

Déclaration annuelle 2008	2010-05-19
Avis de défaut	2009-11-03
Déclaration annuelle 2007	2008-07-18
Avis de défaut	2007-12-05
Déclaration annuelle 2006	2006-07-12
Déclaration modificative	2006-07-12
Déclaration d'immatriculation	2005-12-19

Index des noms

Date de mise à jour de l'Index des noms 2006-07-12

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
BOWRING & CO INC.		2006-07-12		En vigueur
BOWRING CO INC.		2005-10-28	2006-07-12	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
BOWRING		2005-12-19		En vigueur

Québec 

© Gouvernement du Québec



Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING CO INC.

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING CO INC.

Noms présentant des similarités (2)

Nom		Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/>	BOWRING & CO INC	M6A 1L9	7
Fiche	Inscription	Date	h:min
001	Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0002	2014-06-17	14:47
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0001	2014-06-17	14:47
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0140489-0002	2014-02-24	10:28
	CHANGEMENT DE NOM 14-0192856-0001	2014-03-12	11:39
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0114682-0002	2014-02-14	11:13
	Modification d'un droit publié 14-0578604-0001	2014-06-26	09:26
006	DROITS RESULTANT D'UN BAIL 13-0471931-0016	2013-06-05	09:00
007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 06-0679665-0001	2006-11-23	12:48
<input checked="" type="checkbox"/>	BOWRING & CO INC	M6A 2W1	1
Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0411180-0004	2009-07-08	11:50
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0002	2014-04-10	09:00
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0001	2014-04-10	09:00
	Cession d'une universalité de créances 10-0878111-0001	2010-12-14	12:27
	Cession d'une universalité de créances 10-0759998-0001	2010-10-28	14:34

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Résultats exacts (2)

Nom		Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/> BOWRING & CO INC		M6A 1L9	7
Fiche	Inscription	Date	h:min
001	Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0002	2014-06-17	14:47
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0001	2014-06-17	14:47
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0140589-0002	2014-02-24	10:28
	CHANGEMENT DE NOM 14-0192856-0001	2014-03-12	11:39
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0116682-0002	2014-02-14	11:13
	Modification d'un droit publié 14-0578604-0001	2014-06-26	09:26
006	DROITS RÉSULTANT D'UN BAIL 13-0471931-0016	2013-06-05	09:00
007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 06-0679665-0001	2006-11-23	12:48
<input checked="" type="checkbox"/> BOWRING & CO INC		M6A 2W1	1
Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0411180-0004	2009-07-08	11:50
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0002	2014-04-10	09:00
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0001	2014-04-10	09:00
	Cession d'une universalité de créances 10-0878111-0001	2010-12-14	12:27
	Cession d'une universalité de créances 10-0759998-0001	2010-10-28	14:34



Date, heure, minute de certification : **2014-07-28 15:00**

Critère de recherche Nom d'organisme : **BOWRING & CO INC.**

Nom présentant des similarités (0)

Aucune fiche nominative n'est établie au registre sous un nom présentant des similarités avec le nom consulté. La recherche peut ne pas être exhaustive.

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche	Inscription	Date	h:min
001	Modification d'un droit publié 14-0574488-0003	2014-06-25	12:18
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0002	2014-06-17	14:47
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0549003-0001	2014-06-17	14:47
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0140589-0002	2014-02-24	10:28
	CHANGEMENT DE NOM 14-0192856-0001	2014-03-12	11:39
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0116682-0002	2014-02-14	11:13
	Modification d'un droit publié 14-0578604-0001	2014-06-26	09:26
006	DROITS RÉSULTANT D'UN BAIL 13-0471931-0016	2013-06-05	09:00
007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 06-0679665-0001	2006-11-23	12:48

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
14-0574488-0003	2014-06-25 12:18

Modification d'un droit publié

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road, Toronto, Ontario

M6A 1M4

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0549003-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

The address of Isaac Bennet Sales Agencies Inc. changed to 111 Orfus Road, Toronto, Ontario M6A 1M4

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0549003-0002	2014-06-17 14:47	2024-06-17
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Debtor's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$33,000,000 at the rate of ten percent (10%) per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-02-21

Lieu : Toronto, Ontario

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 003 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0549003-0001	2014-06-17 14:47	2024-06-17

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

F.B.I. INC.

98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOWRING & CO. INC.

98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Debtor's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$17,200,000 at the rate of ten percent (10%) per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-02-21

Lieu : Toronto, Ontario

AVIS D'ADRESSE

N° 050281

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 004 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0140589-0002	2014-02-24 10:28	2019-02-24
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

FRED BENITAH INVESTMENTS INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Constituant's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$12,000,000, with interest at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-09-01

Lieu : Toronto, Ontario

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
14-0192856-0001	2014-03-12 11:39
CHANGEMENT DE NOM	

AVIS D'ADRESSE

N° 050281



Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 004 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
14-0192856-0001	2014-03-12 11:39

CHANGEMENT DE NOM

PARTIES

Ancien nom

FRED BENITAH INVESTMENTS INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Nouveau nom

F.B.I. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0140589-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Articles of Amendment
Date : 1998-01-29
Lieu : Ontario

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 005 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0116682-0002	2014-02-14 11:13	2019-02-14
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

BIENS

The universality of all of the Constituant's movable property, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated including, without limitation, the universality of all equipment, inventory, intellectual property, claims and accounts receivable.

MENTIONS

Somme de l'hypothèque

\$27,000,000, with interest at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2006-09-01
Lieu : Toronto, Ontario

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
14-0578604-0001	2014-06-26 09:26
Modification d'un droit publié	

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 005 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
14-0578604-0001	2014-06-26 09:26

Modification d'un droit publié

PARTIES

Titulaire

ISAAC BENNET SALES AGENCIES INC.
111 Orfus Road, Toronto, Ontario

M6A 1M4

Constituant

BOWRING & CO. INC.
98 Orfus Road, Toronto, Ontario

M6A 1L9

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0116682-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

The address of Isaac Bennet Sales Agencies Inc. changed to 111 Orfus Road, Toronto, Ontario M6A 1M4

AVIS D'ADRESSE

N° 050244

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 006 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0471931-0016	2013-06-05 09:00	2016-08-31

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

HOLAND LEASING 1995 LTD
8525 DECARIE BLVD, TMR, QC

H4P 2J2

Locataire

BOWRING & CO INC
98 ORFUS RD, TORONTO, ONTARIO

M6A 1L9

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce		
	1C4HJWEG5DL615141	2013	JEEP WRANGLER UNLTD SAHARA

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2013-05-30

Lieu : 8525 DECARIE BLVD, TMR, QC

AVIS D'ADRESSE

N° 044538

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A1L9

Fiche 007 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0679665-0001	2006-11-23 12:48	2016-11-23
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR, TORONTO, ONTARIO

M5G 2C2

Constituant

BOWRING & CO. INC.
98 ORFUS ROAD, TORONTO, ONTARIO

M6A 1L9

BIENS

ANY AND ALL MOVABLE PROPERTY OF THE CONSTITUANT OF EVERY NATURE AND DESCRIPTION, CORPOREAL AND INCORPOREAL, PRESENT AND FUTURE AND WHEREVER SITUATE, INCLUDING BUT WITHOUT LIMITATION, ALL "CLAIMS", "PROPERTY IN STOCK", "EQUIPMENT", "INTELLECTUAL PROPERTY" AND "SECURITIES", PRESENT AND FUTURE.

DEFINITIONS:

"CLAIMS MEANS, REGARDLESS OF THE DEBTORS OR THE SITUS THEREOF, ANY AND ALL CLAIMS, CUSTOMER ACCOUNTS, BOOK DEBTS, ACCOUNTS RECEIVABLE AND ANY OTHER AMOUNTS OR PROPERTY NOW OR HEREAFTER OWING TO THE CONSTITUANT, EITHER ABSOLUTELY OR CONDITIONALLY, INCLUDING ALL CLAIMS AND INDEMNITIES PAYABLE UNDER INSURANCE POLICIES COVERING THE SAME, ALL DEPOSITS AND CREDIT BALANCES WITH FINANCIAL INSTITUTIONS, SUPPLIERS OR OTHERS, ALL JUDGMENTS, RIGHTS AND ACCESSORIES THERETO, ALL SECURITY INTEREST IN SUPPORT THEREOF AND ALL BOOKS, PAPERS, INVOICES, NOTES AND DATE FILES EVIDENCING, RECORDING OR SUPPORTING THE SAME.

"CONTRACTUAL RIGHTS" MEANS ANY AND ALL RIGHTS, TITLE AND INTEREST, PRESENT AND FUTURE, OF THE CONSTITUANT IN ALL CONTRACTS, LEASES, BIDS, OFFERS, SUPPLY AGREEMENTS AND ALL OTHER AGREEMENTS OF ANY NATURE AND DESCRIPTION RELATING TO THE COLLATERAL, OR RELATING TO THE ENTERPRISE AND UNDERTAKING OF THE CONSTITUANT.

"EQUIPMENT" MEANS TANGIBLE MOVABLE PROPERTY SUCH AS MACHINERY, LOGGING AND AGRICULTURAL EQUIPMENT, TRACTORS, TOOLS, ROLLING STOCK, FURNITURE AND FIXTURES, AND ALL CONTRACTUAL RIGHTS, LICENCES AND OTHER RIGHTS AND RECORDS, FILES, CHARTS, PLANS, DRAWINGS, SPECIFICATIONS, MANUALS, DOCUMENTS AND WARRANTIES RELATING THERETO.

"INTELLECTUAL PROPERTY" MEANS THE ENTERPRISE OF THE CONSTITUANT AND ALL

OF ITS TRADE NAMES, TRADE MARKS, COPYRIGHTS, DESIGNS, PROCESSES, KNOW-HOW, GOODWILL, LICENCES, FRANCHISES, PERMITS, QUOTAS, PATENTS AND OTHER RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY OF ANY NATURE AND DESCRIPTION, AND ALL PENDING APPLICATIONS PERTAINING THERETO.

"PROPERTY IN STOCK" MEANS, REGARDLESS OF THE SITUS THEREOF AT ANY PARTICULAR TIME, (A) ALL INVENTORY OF RAW MATERIALS, GOODS IN PROCESS, FINISHED PRODUCTS AND STOCK IN TRADE OF ANY NATURE AND DESCRIPTION, WHETHER OR NOT THE SAME IS HELD FOR LET OR HIRE, LEASING, RESALE OR OTHERWISE, (B) ALL GOODS AND MATERIALS USED IN OR PROCURED FOR THE PACKAGING THEREOF, (C) ANY SUCH PROPERTY HELD BY THIRD PARTIES UNDER LET OR HIRE, LEASING, CONDITIONAL SALE, FRANCHISE, LICENCE, CONSIGNMENT OR OTHER LIKE CONTRACTUAL ARRANGEMENTS WITH ITS LAWFUL OWNER, (D) ANY SUCH PROPERTY SOLD BY THE CONSTITUANT AND LATER TAKEN BACK FOR ANY REASON, AND (E) ALL AMOUNTS AND PROCEEDS PAID OR PAYABLE TO OR FOR THE ACCOUNT OF THE CONSTITUANT AS A RESULT OF THE SALE, LEASE OR OTHER DEALINGS WITH ANY OF THE FOREGOING.

"SECURITIES" MEANS ANY AND ALL DEPOSITS OF MONEY OR PRECIOUS METALS, BONDS, DEBENTURES, TREASURY BILLS, BANKERS' ACCEPTANCES, BILLS OF EXCHANGE, SHARES, UNITS, PARTICIPATING, MUTUAL FUNDS AND OTHER SECURITIES OR INSTRUMENTS OF TITLE OF ANY NATURE AND DESCRIPTION, NEGOTIABLE OR NOT, INCLUDING ALL MANNERS OF INVESTMENTS DESCRIBED IN SECTION 1 OF THE SECURITIES ACT (QUÉBEC), AND ALL CERTIFICATES EVIDENCING THE SAME.

MENTIONS

Somme de l'hypothèque

THE CONSTITUANT HEREBY HYPOTHECATES IN FAVOUR OF THE TITULAIRE TO THE EXTENT OF \$20,700,000 (INCLUDING AN ADDITIONNAL HYPOTHEC OF 15%) WITH INTEREST AT THE RATE OF 25% ANNUM.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-23

Lieu : TORONTO

AVIS D'ADRESSE

N° 012991

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0411180-0004	2009-07-08	11:50
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0002	2014-04-10	09:00
	RECTIFICATION D'UNE INSCRIPTION 14-0291742-0001	2014-04-10	09:00
	Cession d'une universalité de créances 10-0878111-0001	2010-12-14	12:27
	Cession d'une universalité de créances 10-0759998-0001	2010-10-28	14:34

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche 001 - Détail de l'inscription 1 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0411180-0004	2009-07-08 11:50	2018-01-31

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

Riocan Holdings (Brossard) Inc.
2300 Yonge Street, Suite 500, P.O. Box 2386, Toronto, Ontario M4P 1E4

Titulaire

BB Real Estate Investment Trust
2700, boulevard Laurier, bureau 3200, Québec, Québec G1V 4K5

Titulaire

Immeubles Régime XV Inc.
800, de la Gauchetière ouest, bureau 8900, Montréal, Québec H5A 1J6

Titulaire

9123-2850 Québec Inc.
2, rue Pierre-Olivier Chauveau, Québec, Québec G1R 4J3

Titulaire

2946-8964 Québec Inc.
75, boul. René-Lévesque ouest, 6e étage, Montréal, Québec H2Z 1A4

Constituant

Bowring & Co inc.
80 Dufflaw Road, Toronto, Ontario M6A 2W1

BIENS

The universality of the Tenant's movable corporeal property, present and future relating to the business operations carried on within the Leased Premises. The term Leased Premises referred to herein consist of a commercial premises located at 9415, boulevard Leduc, Suite 15, Brossard, Québec, J4Y 0A5.

MENTIONS

Somme de l'hypothèque

\$174,000.00 plus interest at 20% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2009-03-31

Lieu : Montréal

REMARQUES

INSCRIPTION

10-0759998-0001

Cession d'une universalité de créances

10-0878111-0001

Cession d'une universalité de créances

DATE-HEURE-MINUTE

2010-10-28 14:34

2010-12-14 12:27

AVIS D'ADRESSE

N° 005565

N° 021050

N° 034263

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche 001 - Détail de l'inscription 2 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	
14-0291742-0002	2014-04-10 09:00	
RECTIFICATION D'UNE INSCRIPTION		
PARTIES		
Cédant		
IMMEUBLES RÉGIME XV INC.		
800 de la Gauchetière Ouest, Bureau 8900, Montréal (Québec)		H5A 1J6
Cédant		
9123-2850 QUÉBEC INC.		
160, 76e rue Est, Bureau 103, Québec (Québec)		G1H 7H5
Cédant		
IMMOBILIÈRE 10/30 INC.		
1000, rue de la Gauchetière Ouest, bureau 4310, Montréal (Québec)		H3B 4W5
Cessionnaire		
9224-1892 QUÉBEC INC.		
6000, boulevard de Rome, bureau 410, Brossard (Québec)		J4Y 0B6

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0759998-0001	Cession d'une universalité de créances
09-0341326-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
06-0629783-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0625316-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
07-0206336-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0337356-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0302559-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0668849-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Objet de la rectification :

The assignment of the universality of claims registered under number "10-0759998-0001" under the section "Référence à l'inscription visé au Registre des droits personnels et réels mobiliers", the following registration numbers should appear:

- 09-0341326-0001
- 06-0629783-0001
- 10-0625316-0001
- 07-0206336-0006
- 09-0337356-0001

- 09-0302559-0004
- 09-0668849-0001

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche 001 - Détail de l'inscription 3 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
14-0291742-0001	2014-04-10 09:00

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Cédant

2946-8964 QUÉBEC INC.
75, boul. René-Lévesque Ouest, 6e étage, Montreal (Québec) H2Z 1A4

Cessionnaire

9171-9922 QUÉBEC INC.
75, boul. René-Lévesque Ouest, 6e étage, Montréal (Québec) H2Z 1A4

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0878111-0001	Cession d'une universalité de créances
09-0341326-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
06-0629783-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0625316-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
07-0206336-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0337356-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0302559-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
09-0668849-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Objet de la rectification :

The assignment of the universality of claims registered under number "10-0878111-0001" under the section "Référence à l'inscription visé au Registre des droits personnels et réels mobiliers", the following registration numbers should appear:

- 09-0341326-0001
- 06-0629783-0001
- 10-0625316-0001
- 07-0206336-0006
- 09-0337356-0001
- 09-0302559-0004
- 09-0668849-0001

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche 001 - Détail de l'inscription 4 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
10-0878111-0001	2010-12-14 12:27
Cession d'une universalité de créances	

PARTIES

Cédant

2946-8964 QUÉBEC INC.

75, boul. René-Lévesque Ouest, 6e étage, Montréal, Québec

H2Z 1A4

Cessionnaire

9171-9922 QUÉBEC INC

75, boul. René-Lévesque Ouest, 6e étage, Montréal, Québec

H2Z 1A4

BIENS

1. Tous les droits, titres et intérêts du Cédant, à titre de locateur, dans tous les baux, contrats de location (lesquels comprennent, sans limitation, les cessions, sous-locations, amendements, lettres d'entente accessoires et documents d'interprétation y reliés) et offres de location relatives à l'Immeuble;
2. Tous les droits, titres et intérêts du Cédant dans toute somme et/ou créance due ou appartenant au Cédant et relative à l'Immeuble, qu'elle soit ou non garantie par hypothèque ou toute autre sûreté, et sans restreindre la généralité de ce qui précède, dans toute indemnité, incluant toute indemnité provenant d'une assurance ou résultant d'une expropriation ou d'une réserve totale ou partielle;
3. Sans limiter la généralité de ce qui précède, tous les droits, titres et intérêts du Cédant dans tous les actifs et droits mobiliers et immobiliers, corporels et incorporels, incluant tout droit de propriété intellectuel, appartenant au Cédant relativement à l'Immeuble, son exploitation, son entretien ou son amélioration.

Définition :

L'expression « Immeuble » signifie l'immeuble ci-après décrit :

DÉSIGNATION

Power Center

(a) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE (3 620 160) du Cadastre du Québec, circonscription foncière de Laprairie;

(b) Lot TROIS MILLIONS NEUF CENT TRENTE-CINQ MILLE QUATRE CENT

QUARANTE-QUATRE (3 935 444) du Cadastre du Québec, circonscription foncière de Laprairie;

(c) Lot TROIS MILLIONS NEUF CENT TRENTE-CINQ MILLE QUATRE CENT QUARANTE-TROIS (3 935 443) du Cadastre du Québec, circonscription foncière de Laprairie;

(d) Lot TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT NEUF (3 637 309) du Cadastre du Québec, circonscription foncière de Laprairie;

(e) Lot TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT DIX (3 637 310) du Cadastre du Québec, circonscription foncière de Laprairie;

(f) Lot TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT ONZE (3 637 311) du Cadastre du Québec, circonscription foncière de Laprairie;

(g) Lot TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT DOUZE (3 637 312) du Cadastre du Québec, circonscription foncière de Laprairie;

(h) Lot TROIS MILLIONS NEUF CENT SEPT MILLE QUATRE-VINGT-QUINZE (3 907 095) du Cadastre du Québec, circonscription foncière de Laprairie;

(i) Lot TROIS MILLIONS NEUF CENT SEPT MILLE QUATRE-VINGT-QUATORZE (3 907 094) du Cadastre du Québec, circonscription foncière de Laprairie;

Convenience

(j) Lot TROIS MILLIONS SIX CENT TRENTE-SIX MILLE CINQ CENT QUATRE-VINGT-QUATORZE (3 636 594) du Cadastre du Québec, circonscription foncière de Laprairie;

(k) Lot TROIS MILLIONS NEUF CENT CINQ MILLE TROIS CENT DIX-SEPT (3 905 317) du Cadastre du Québec, circonscription foncière de Laprairie;

(l) Lot TROIS MILLIONS NEUF CENT CINQ MILLE TROIS CENT DIX-HUIT (3 905 318) du Cadastre du Québec, circonscription foncière de Laprairie;

(m) Lot TROIS MILLIONS NEUF CENT TRENTE-DEUX MILLE HUIT CENT DIX-HUIT (3 932 818) du Cadastre du Québec, circonscription foncière de Laprairie;

(n) Lot TROIS MILLIONS SIX CENT CINQUANTE TROIS MILLE QUATRE CENT TRENTE SIX (3 653 436) du Cadastre du Québec, circonscription foncière de Laprairie;

Secteur Ouest

(o) Lot TROIS MILLIONS SEPT CENT SOIXANTE MILLE NEUF CENT ONZE (3 760 911) du Cadastre du Québec, circonscription foncière de Laprairie;

(p) Lot QUATRE MILLIONS QUARANTE-SIX MILLE TROIS CENT QUARANTE-HUIT (4 046 348) du Cadastre du Québec, circonscription foncière de Laprairie;

(q) Lot QUATRE MILLIONS QUARANTE-SIX MILLE TROIS CENT QUARANTE-NEUF (4 046 349) du Cadastre du Québec, circonscription foncière de Laprairie;

(r) Lot TROIS MILLIONS SEPT CENT SOIXANTE-SEIZE MILLE TROIS CENT

QUATORZE (3 776 314) du Cadastre du Québec, circonscription foncière de Laprairie;

(s) Lot TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-DIX-SEPT (3 644 197) du Cadastre du Québec, circonscription foncière de Laprairie;

(t) Lot TROIS MILLIONS SEPT CENT SOIXANTE MILLE NEUF CENT VINGT-ET-UN (3 760 921) du Cadastre du Québec, circonscription foncière de Laprairie;

(u) Lot TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-QUINZE (3 644 195) du Cadastre du Québec, circonscription foncière de Laprairie;

(v) Lot TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-SEIZE (3 644 196) du Cadastre du Québec, circonscription foncière de Laprairie;

Lifestyle

(w) Lot TROIS MILLIONS HUIT CENT QUATRE-VINGT-QUINZE MILLE QUATRE CENT QUATRE-VINGT-TREIZE (3 895 493) du Cadastre du Québec, circonscription foncière de Laprairie;

(x) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-ET-UN (3 620 161) du Cadastre du Québec, circonscription foncière de Laprairie;

(y) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE ET DEUX (3 620 162) du Cadastre du Québec, circonscription foncière de Laprairie;

(z) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-QUATRE (3 620 164) du Cadastre du Québec, circonscription foncière de Laprairie;

(aa) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-CINQ (3 620 165) du Cadastre du Québec, circonscription foncière de Laprairie;

(bb) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-SIX (3 620 166) du Cadastre du Québec, circonscription foncière de Laprairie;

(cc) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-SEPT (3 620 167) du Cadastre du Québec, circonscription foncière de Laprairie;

(dd) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-HUIT (3 620 168) du Cadastre du Québec, circonscription foncière de Laprairie;

(ee) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-NEUF (3 620 169) du Cadastre du Québec, circonscription foncière de Laprairie;

(ff) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-DIX (3 620 170) du Cadastre du Québec, circonscription foncière de Laprairie;

(gg) Lot TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE ET ONZE (3 620 171) du Cadastre du Québec, circonscription foncière de Laprairie;

(hh) Lot TROIS MILLIONS SIX CENT TRENTE-SIX MILLE CINQ CENT QUATRE-VINGT-TREIZE (3 636 593) du Cadastre du Québec, circonscription

foncière de Laprairie;

(ii) Lot TROIS MILLIONS SEPT CENT SIX MILLE SOIXANTE-TROIS (3 706 063) du Cadastre du Québec, circonscription foncière de Laprairie;

(jj) Lot TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE TROIS CENT QUATRE-VINGT-DIX-SEPT (3 985 397) du Cadastre du Québec, circonscription foncière de Laprairie;

(kk) Lot TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE TROIS CENT QUATRE-VINGT-DIX-HUIT (3 985 398) du Cadastre du Québec, circonscription foncière de Laprairie;

(ll) Lot TROIS MILLIONS SEPT CENT SIX MILLE SOIXANTE-CINQ (3 706 065) du Cadastre du Québec, circonscription foncière de Laprairie;

(mm) Lot TROIS MILLIONS HUIT CENT QUATRE-VINGT-DIX-NEUF MILLE CINQ CENT DIX (3 899 510) du Cadastre du Québec, circonscription foncière de Laprairie;

(nn) Lot QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-CINQ (4 108 335) du Cadastre du Québec, circonscription foncière de Laprairie;

(oo) Lot QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-SIX (4 108 336) du Cadastre du Québec, circonscription foncière de Laprairie;

(pp) Lot QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-SEPT (4 108 337) du Cadastre du Québec, circonscription foncière de Laprairie;

(qq) Lot TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-CINQ (3 856 635) du Cadastre du Québec, circonscription foncière de Laprairie ;

(rr) Lot QUATRE MILLIONS CENT QUARANTE-HUIT MILLE CENT QUATRE-VINGT-UN (4 148 181) du Cadastre du Québec, circonscription foncière de Laprairie;

(ss) Lot TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-SEPT (3 856 637) du Cadastre du Québec, circonscription foncière de Laprairie;

(tt) Lot QUATRE MILLIONS CENT QUARANTE-HUIT MILLE CENT QUATRE-VINGT-DEUX (4 148 182) du Cadastre du Québec, circonscription foncière de Laprairie;

(uu) Lot TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-NEUF (3 856 639) du Cadastre du Québec, circonscription foncière de Laprairie;

(vv) Lot TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT QUARANTE (3 856 640) du Cadastre du Québec, circonscription foncière de Laprairie;

(ww) Lot QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-CINQ (4 166 865) du Cadastre du Québec, circonscription foncière de Laprairie;

(xx) Lot QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-SIX (4 166 866) du Cadastre du Québec, circonscription foncière de Laprairie;

(yy) Lot QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-SEPT (4 166 867) du Cadastre du Québec, circonscription foncière de Laprairie; et

(zz) Lot TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE HUIT CENT SOIXANTE-DOUZE (3 985 872) du Cadastre du Québec, circonscription foncière de Laprairie;

Ainsi que le tout se trouve présentement avec toutes les bâtisses y érigées, situées en la Ville de Brossard, province de Québec, circonstances et dépendances.

MENTIONS

Référence à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées, *
* leur numéro n'est pas affiché. *
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
*

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2010-07-07
Lieu : Montréal, Québec

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
I4-0291742-0001	2014-04-10 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées, la radiation de ces *
* inscriptions ne sera pas affichée dans le champ «Remarques». *
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *

*

*

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BOWRING & CO INC.

Critère de sélection Nom d'organisme : BOWRING & CO INC Code Postal : M6A2W1

Fiche 001 - Détail de l'inscription 5 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
10-0759998-0001	2010-10-28 14:34
Cession d'une universalité de créances	
PARTIES	
Cédant	
IMMEUBLES RÉGIME XV INC.	
800, De La Gauchetière Ouest, Bureau 8900, Montréal (Québec)	H5A 1J6
Cédant	
9123-2850 QUÉBEC INC.	
160, 76e Rue Est, bureau 103, Québec (Québec)	G1H 7H5
Cédant	
IMMOBILIÈRE 10/30 INC.	
1000, rue De La Gauchetière Ouest, bureau 4310, Montréal (Québec)	H3B 4W5
Cessionnaire	
9224-1892 QUÉBEC INC.	
6000, boulevard De Rome, bureau 410, Brossard (Québec)	J4Y 0B6

BIENS

1. Tous les droits, titres et intérêts du Cédant, à titre de locateur, dans tous les baux, contrats de location (lesquels comprennent, sans limitation, les cessions, sous-locations, amendements, lettres d'entente accessoires et documents d'interprétation y reliés) et offres de location relatives à l'Immeuble;
2. Tous les droits, titres et intérêts du Cédant dans toute somme et/ou créance due ou appartenant au Cédant et relative à l'Immeuble, quelle soit ou non garantie par hypothèque ou toute autre sûreté, et sans restreindre la généralité de ce qui précède, dans toute indemnité provenant d'une assurance ou résultant d'une expropriation ou d'une réserve totale ou partielle; et
3. Sans limiter la généralité de ce qui précède, tous les droits, titres et intérêts du Cédant dans tous les actifs et droits mobiliers et immobiliers, corporels et incorporels, incluant tout droit de propriété intellectuel, appartenant au Cédant relativement à l'Immeuble, son exploitation, son entretien ou son amélioration.

L'expression "Immeuble" ci-dessus signifie:

Power Center

1.1 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE (3 620 160) du cadastre du Québec, circonscription foncière de Laprairie;

1.2 Lot numéro TROIS MILLIONS NEUF CENT TRENTE-CINQ MILLE QUATRE CENT QUARANTE-QUATRE (3 935 444) du cadastre du Québec, circonscription foncière de Laprairie;

1.3 Lot numéro TROIS MILLIONS NEUF CENT TRENTE-CINQ MILLE QUATRE CENT QUARANTE-TROIS (3 935 443) du cadastre du Québec, circonscription foncière de Laprairie;

1.4 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT NEUF (3 637 309) du cadastre du Québec, circonscription foncière de Laprairie;

1.5 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT DIX (3 637 310) du cadastre du Québec, circonscription foncière de Laprairie;

1.6 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT ONZE (3 637 311) du cadastre du Québec, circonscription foncière de Laprairie;

1.7 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SEPT MILLE TROIS CENT DOUZE (3 637 312) du cadastre du Québec, circonscription foncière de Laprairie;

1.8 Lot numéro TROIS MILLIONS NEUF CENT SEPT MILLE QUATRE-VINGT-QUINZE (3 907 095) du cadastre du Québec, circonscription foncière de Laprairie;

1.9 Lot numéro TROIS MILLIONS NEUF CENT SEPT MILLE QUATRE-VINGT-QUATORZE (3 907 094) du cadastre du Québec, circonscription foncière de Laprairie;

Convenience

1.10 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SIX MILLE CINQ CENT QUATRE-VINGT-QUATORZE (3 636 594) du cadastre du Québec, circonscription foncière de Laprairie;

1.11 Lot numéro TROIS MILLIONS NEUF CENT CINQ MILLE TROIS CENT DIX-SEPT (3 905 317) du cadastre du Québec, circonscription foncière de Laprairie;

1.12 Lot numéro TROIS MILLIONS NEUF CENT CINQ MILLE TROIS CENT DIX-HUIT (3 905 318) du cadastre du Québec, circonscription foncière de Laprairie;

1.13 Lot numéro TROIS MILLIONS NEUF CENT TRENTE-DEUX MILLE HUIT CENT DIX-HUIT (3 932 818) du cadastre du Québec, circonscription foncière de Laprairie;

1.14 Lot numéro TROIS MILLIONS SIX CENT CINQUANTE-TROIS MILLE QUATRE CENT TRENTE-SIX (3 653 436) du cadastre du Québec, circonscription foncière de Laprairie;

Secteur Ouest

1.15 Lot numéro TROIS MILLIONS SEPT CENT SOIXANTE MILLE NEUF CENT ONZE (3 760 911) du cadastre du Québec, circonscription foncière de Laprairie;

1.16 Lot numéro QUATRE MILLIONS QUARANTE-SIX MILLE TROIS CENT QUARANTE-HUIT (4 046 348) du cadastre du Québec, circonscription foncière de Laprairie;

1.17 Lot numéro QUATRE MILLIONS QUARANTE-SIX MILLE TROIS CENT QUARANTE-NEUF (4 046 349) du cadastre du Québec, circonscription foncière de Laprairie;

1.18 Lot numéro TROIS MILLIONS SEPT CENT SOIXANTE-SEIZE MILLE TROIS CENT QUATORZE (3 776 314) du cadastre du Québec, circonscription foncière de Laprairie;

1.19 Lot numéro TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-DIX-SEPT (3 644 197) du cadastre du Québec, circonscription foncière de Laprairie;

1.20 Lot numéro TROIS MILLIONS SEPT CENT SOIXANTE MILLE NEUF CENT VINGT ET UN (3 760 921) du cadastre du Québec, circonscription foncière de Laprairie;

1.21 Lot numéro TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-QUINZE (3 644 195) du cadastre du Québec, circonscription foncière de Laprairie;

1.22 Lot numéro TROIS MILLIONS SIX CENT QUARANTE-QUATRE MILLE CENT QUATRE-VINGT-SEIZE (3 644 196) du cadastre du Québec, circonscription foncière de Laprairie;

Lifestyle

1.23 Lot numéro TROIS MILLIONS HUIT CENT QUATRE-VINGT-QUINZE MILLE QUATRE CENT QUATRE-VINGT-TREIZE (3 895 493) du cadastre du Québec, circonscription foncière de Laprairie;

1.24 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE ET UN (3 620 161) du cadastre du Québec, circonscription foncière de Laprairie;

1.25 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-DEUX (3 620 162) du cadastre du Québec, circonscription foncière de Laprairie;

1.26 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-QUATRE (3 620 164) du cadastre du Québec, circonscription foncière de Laprairie;

1.27 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-CINQ (3 620 165) du cadastre du Québec, circonscription foncière de Laprairie;

1.28 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-SIX

(3 620 166) du cadastre du Québec, circonscription foncière de Laprairie;

1.29 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-SEPT (3 620 167) du cadastre du Québec, circonscription foncière de Laprairie;

1.30 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-HUIT (3 620 168) du cadastre du Québec, circonscription foncière de Laprairie;

1.31 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-NEUF (3 620 169) du cadastre du Québec, circonscription foncière de Laprairie;

1.32 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE-DIX (3 620 170) du cadastre du Québec, circonscription foncière de Laprairie;

1.33 Lot numéro TROIS MILLIONS SIX CENT VINGT MILLE CENT SOIXANTE ET ONZE (3 620 171) du cadastre du Québec, circonscription foncière de Laprairie;

1.34 Lot numéro TROIS MILLIONS SIX CENT TRENTE-SIX MILLE CINQ CENT QUATRE-VINGT-TREIZE (3 636 593) du cadastre du Québec, circonscription foncière de Laprairie;

1.35 Lot numéro TROIS MILLIONS SEPT CENT SIX MILLE SOIXANTE-TROIS (3 706 063) du cadastre du Québec, circonscription foncière de Laprairie;

1.36 Lot numéro TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE TROIS CENT QUATRE-VINGT-DIX-SEPT (3 985 397) du cadastre du Québec, circonscription foncière de Laprairie;

1.37 Lot numéro TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE TROIS CENT QUATRE-VINGT-DIX-HUIT (3 985 398) du cadastre du Québec, circonscription foncière de Laprairie;

1.38 Lot numéro TROIS MILLIONS SEPT CENT SIX MILLE SOIXANTE-CINQ (3 706 065) du cadastre du Québec, circonscription foncière de Laprairie;

1.39 Lot numéro TROIS MILLIONS HUIT CENT QUATRE-VINGT-DIX NEUF MILLE CINQ CENT DIX (3 899 510) du cadastre du Québec, circonscription foncière de Laprairie;

1.40 Lot numéro QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-CINQ (4 108 335) du cadastre du Québec, circonscription foncière de Laprairie;

1.41 Lot numéro QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-SIX (4 108 336) du cadastre du Québec, circonscription foncière de Laprairie;

1.42 Lot numéro QUATRE MILLIONS CENT HUIT MILLE TROIS CENT TRENTE-SEPT (4 108 337) du cadastre du Québec, circonscription foncière de Laprairie;

1.43 Lot numéro TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-CINQ (3 856 635) du cadastre du Québec, circonscription foncière de Laprairie;

1.44 Lot numéro QUATRE MILLIONS CENT QUARANTE-HUIT MILLE CENT QUATRE-VINGT-UN (4 148 181) du cadastre du Québec, circonscription foncière de Laprairie;

1.45 Lot numéro TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-SEPT (3 856 637) du cadastre du Québec, circonscription foncière de Laprairie;

1.46 Lot numéro QUATRE MILLIONS CENT QUARANTE-HUIT MILLE CENT QUATRE-VINGT-DEUX (4 148 182) du cadastre du Québec, circonscription foncière de Laprairie;

1.47 Lot numéro TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT TRENTE-NEUF (3 856 639) du cadastre du Québec, circonscription foncière de Laprairie;

1.48 Lot numéro TROIS MILLIONS HUIT CENT CINQUANTE-SIX MILLE SIX CENT QUARANTE (3 856 640) du cadastre du Québec, circonscription foncière de Laprairie;

1.49 Lot numéro QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-CINQ (4 166 865) du cadastre du Québec, circonscription foncière de Laprairie;

1.50 Lot numéro QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-SIX (4 166 866) du cadastre du Québec, circonscription foncière de Laprairie;

1.51 Lot numéro QUATRE MILLIONS CENT SOIXANTE-SIX MILLE HUIT CENT SOIXANTE-SEPT (4 166 867) du cadastre du Québec, circonscription foncière de Laprairie; et

1.52 Lot numéro TROIS MILLIONS NEUF CENT QUATRE-VINGT-CINQ MILLE HUIT CENT SOIXANTE-DOUZE (3 985 872) du cadastre du Québec, circonscription foncière de Laprairie.

Ainsi que le tout se trouve présentement avec toutes les bâtisses y érigées, situées en la Ville de Brossard, province de Québec, circonstances et dépendances.

MENTIONS

Référence à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées, *
* leur numéro n'est pas affiché. *
* *
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *

* 1 800 465-4949 (sans frais). *
* *

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute
Date : 2010-07-07
Lieu : Montréal, Québec
N° de minute : 10 710
Nom du notaire : ALAIN, Robert

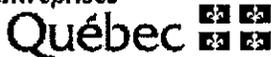
REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
14-0291742-0002	2014-04-10 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

* *
* -En raison du nombre élevé d'inscriptions visées, la radiation de ces *
* inscriptions ne sera pas affichée dans le champ «Remarques». *
* *
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
* *

Registraire
des entreprises



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2014-07-28 15:30:24

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1145442639
Nom	BENIX & CO. INC.

Adresse du domicile

Adresse	98, ORFUS ROAD TORONTO (ONTARIO) M6A2L9
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Adresse du domicile élu

Nom de l'entreprise	DENTONS CANADA LLP / S. HARRIS
Adresse	1, PLACE VILLE-MARIE BUREAU 3900 MONTREAL (QUEBEC) H3B4M7

Immatriculation

Date d'immatriculation	1996-01-29
Statut	Immatriculée
Date de mise à jour du statut	2000-01-10
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1995-01-31 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Régime courant

ONTARIO : Loi sur les sociétés par actions, L.R.O. c.
B.16**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2013-06-21
Date de la dernière déclaration de mise à jour annuelle	2012-07-27 2012
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014	2014-07-29
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013	2013-07-29

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	6239
Activité	Autres types de commerce de détail d'accessoires d'ameublement
Précisions (facultatives)	ACCESSOIRES D'AMEUBLEMENT (AUTRES COMM. DE DÉTAIL N.C.A.)

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 50 à 99

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom	BENIX IB HOLDINGS CORP.
Adresse	111 , ORFUS ROAD TORONTO ONTARIO M6A1M4 CANADA

Deuxième actionnaire

Nom	BENIX FB HOLDINGS CORP.
Adresse	98 , ORFUS ROAD TORONTO ONTARIO M6A2L9 CANADA

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom	BENITAH, FRED
Date du début de la charge	1995-01-31
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	98 ORFUS ROAD TORONTO (ONTARIO) M6A2L9

Nom	BENITAH, ISAAC
Date du début de la charge	1995-01-31
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	111 ORFUS ROAD TORONTO (ONTARIO) M6A1M4

Nom de famille	BENITAH
Prénom	FRED
Date du début de la charge	2007-06-25
Date de fin de la charge	
Fonctions actuelles	Président, Chief Executive Officer
Adresse	98 , ORFUS ROAD TORONTO ONTARIO M6A2L9 CANADA

Nom de famille	BENITAH
Prénom	ISAAC
Date du début de la charge	1995-01-31
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	111 , ORFUS ROAD TORONTO ONTARIO M6A1M4 CANADA

Dirigeants non membres du conseil d'administration

Nom de famille	MORRISON
Prénom	MARGARET
Fonctions actuelles	Principal dirigeant
Adresse	98 , ORFUS ROAD TORONTO ONTARIO M6A2L9 CANADA

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
0037 - BENIX & CO. (TRADE-MARK)	5, COMPLEXE DESJARDINS 150, SAINTE-CATHERINE OUEST, UNITÉ 143 MONTRÉAL (QUÉBEC) H5B1B8	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0033 - BENIX & CO. (TRADE-MARK)	470-900 boul. Grignon Saint-Jérôme (Québec) J7Y3S7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0032 - BENIX & CO. (TRADE-MARK)	20G-2238 aut. Chomedey Laval (Québec) H7X4G8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0031 - BENIX & CO. (TRADE-MARK)	6856 rue Jean-Talon E Montréal (Québec) H1S1N1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0029 - BENIX & CO. (TRADE-MARK)	1864-1075 boul. de la Firestone Joliette (Québec) J6E6X6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0028 - BENIX & CO. (TRADE-MARK)	47-3131 boul. des Sources Dollard-Des Ormeaux (Québec) H9B1Z6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0027 - BARNES & CASTLE (TRADE-MARK)	3035 boul. Le Carrefour Laval (Québec) H7T1C8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0025 - BENIX & CO. (TRADE-MARK)	10-3236 rue Jean-Yves Kirkland (Québec) H9J2R6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)

0023 - BENIX & CO. (TRADE-MARK)	90404-895 rue De La Gauchetière O Montréal (Québec) H3B4G1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0022 - BENIX & CO. (TRADE-MARK)	222-320 boul. Saint-Joseph Gatineau (Québec) J8Y3Y8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0020 - BENIX & CO. (TRADE-MARK)	A005-1500 av. McGill College Montréal (Québec) H3A3J5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0019 - BENIX & CO. (TRADE-MARK)	825 rue Saint-Laurent O Longueuil (Québec) J4K2V1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0016 - BENIX & CO. (TRADE-MARK)	7335 boul. Décarie Montréal (Québec) H4P2G8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0015 - BENIX & CO. (TRADE-MARK)	4162 rue Jean-Talon E Montréal (Québec) H1S2V4 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0014 - BENIX & CO. (TRADE-MARK)	1100 boul. Maloney O Gatineau (Québec) J8T6G3 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0011 - BARNES & CASTLE (TRADE-MARK)	2151 boul. Lapinière Brossard (Québec) J4W2T5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2013-06-21
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-07-30
Déclaration annuelle 2011	2011-07-28
État et déclaration de renseignements 2010	2011-01-28
Déclaration annuelle 2009	2009-07-07
Déclaration annuelle 2008	2009-07-07
Déclaration annuelle 2007	2007-09-18
État et déclaration de renseignements 2006	2006-08-31
Déclaration annuelle 2005	2006-04-19
Modification correction / Acte de régularisation	2006-04-18
Déclaration annuelle 2004	2005-08-01
Avis de défaut	2005-06-09
Déclaration annuelle 2003	2004-09-02
Avis de défaut	2004-05-21
Déclaration annuelle 2002	2003-01-25
Déclaration annuelle 2001	2002-01-28
Déclaration annuelle 2000	2001-04-25
Déclaration modificative	2000-08-01

Déclaration annuelle 1999	2000-01-11
Déclaration annuelle 1998	2000-01-11
Déclaration annuelle 1997	2000-01-11
Radiation d'office	1999-05-08
Avis de défaut	1998-05-25
Déclaration annuelle 1996	1997-11-06
Avis de défaut	1997-07-30
Déclaration d'immatriculation	1996-01-29

Index des noms

Date de mise à jour de l'index des noms	2006-04-18
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Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
BENIX & CO. INC.		1995-01-31		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
BARNES & CASTLE (TRADE-MARK)		2005-08-01		En vigueur
BENIX & CO. (TRADE-MARK)		2005-08-01		En vigueur
CUISINE INTERNATIONALE (TRADE-MARK)		2005-08-01		En vigueur
GO DESIGN (TRADE-MARK)		2011-01-28		En vigueur
JOSHUA MAXWELL STUDIO DESIGN (TRADE-MARK)		2005-08-01		En vigueur
LYNNS & DESIGN (TRADE-MARK)		2005-08-01		En vigueur
LYNNS (TRADE-MARK)		2005-08-01		En vigueur
TABLE ESSENTIALS & DESIGNS (TRADE-MARK)		2005-08-01		En vigueur
TOPCERAM (TRADE-MARKS)		2005-08-01		En vigueur
WARES & WARES (TRADE-MARK)		2005-08-01		En vigueur
BARNES & CASTLE		1997-11-06	2001-04-25	Antérieur
BARNES & CASTLE@		2002-01-28	2005-08-01	Antérieur
BENIX & CIE		2000-01-11	2003-01-25	Antérieur
BENIX & CO.		2000-01-11	2001-04-25	Antérieur
BENIX & CO@		2002-01-28	2005-08-01	Antérieur
CUISINE INTERNATIONALE@		2002-01-28	2005-08-01	Antérieur

JOSHUA MAXWELL STUDIO DESIGN®	2002-01-28	2005-08-01	Antérieur
LES MAGASINS BARNES & CASTLE	2000-01-11	2003-01-25	Antérieur
LYNNS & DESIGN ®	2001-04-25	2005-08-01	Antérieur
LYNNS ®	2001-04-25	2005-08-01	Antérieur
TABLE ESSENTIALS & DESIGNS ®	2001-04-25	2005-08-01	Antérieur
TOPCERAM ®	2001-04-25	2005-08-01	Antérieur
WARES & WARES®	2003-01-25	2005-08-01	Antérieur

Québec 

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Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Résultats exacts (7)

Nom	Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/> BENIX & CO INC	H1S 1A5	1
Fiche Inscription	Date	h:min
001 <input checked="" type="checkbox"/> HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 96-0041744-0001	1996-04-12	09:30
<input checked="" type="checkbox"/> RENOUELEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 06-0129334-0001	2006-03-15	11:35
<input checked="" type="checkbox"/> BENIX & CO INC	H4P 2C8	1
Fiche Inscription	Date	h:min
001 <input checked="" type="checkbox"/> HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 96-0041744-0001	1996-04-12	09:30
<input checked="" type="checkbox"/> RENOUELEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 06-0129334-0001	2006-03-15	11:35
<input checked="" type="checkbox"/> BENIX & CO INC	H7P 5P2	1
Fiche Inscription	Date	h:min
001 <input checked="" type="checkbox"/> HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 96-0041744-0001	1996-04-12	09:30
<input checked="" type="checkbox"/> RENOUELEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 06-0129334-0001	2006-03-15	11:35
<input checked="" type="checkbox"/> BENIX & CO INC	J8T 6G3	1
Fiche Inscription	Date	h:min
001 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 07-0278875-0001	2007-05-18	10:30
<input checked="" type="checkbox"/> BENIX & CO INC	M6A 1L9	2
Fiche Inscription	Date	h:min
001 HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 09-0513908-0001	2009-08-20	10:30
002 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 06-0679665-0002	2006-11-23	12:48
<input checked="" type="checkbox"/> BENIX & CO INC	M6A 1V4	1
Fiche Inscription	Date	h:min
001 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 96-0041744-0001	1996-04-12	09:30
<input checked="" type="checkbox"/> RENOUELEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 06-0129334-0001	2006-03-15	11:35
<input checked="" type="checkbox"/> BENIX & CO INC	M6A 2L9	3
Fiche Inscription	Date	h:min
001 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0371784-0003	2009-06-19	14:57
002 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 05-0250252-0001	2005-05-03	10:58
<input checked="" type="checkbox"/> CESSION D'UN DROIT 13-0412985-0002	2013-05-17	12:46
003 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 04-0532459-0001	2004-09-13	11:13

Cession d'une universalité de créances
05-0081661-0001

2005-02-16 13:50

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Nom présentant des similarités (1)

Nom		Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/>	BENIX & CO	M6A 1L9	1
Fiche	Inscription	Date	h:min
001	 HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 09-0513908-0001	2009-08-20	10:30

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : J8T6G3

Fiche Inscription Date h:min

001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 07-0278875-0001	2007-05-18 10:30
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Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : J8T6G3

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
07-0278875-0001	2007-05-18 10:30	2017-05-18

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

AZRIELI	DAVID J.	1922-05-10
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Constituant

BENIX & CO. INC. 1100, BOULEVARD MALONEY OUEST, UNIT #F-7, GATINEAU, QUEBEC	J8T 6G3
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BIENS

UNIVERSALITY OF ALL MOVEABLES: IMPROVEMENTS, EQUIPMENT, MACHINERY, FURNITURE, TRADE FIXTURES, RAW MATERIAL, WORK IN PROGRESS AND INVENTORY OF EVERY KIND, PRESENT AND FUTURE, LOCATED IN OR UPON THE PREMISES AT 1100 MALONEY BOULEVARD OUEST, GATINEAU, QUEBEC, INCLUDING ALL INDEMNITIES OR PROCEEDS PAID UNDER INSURANCE CONTRACTS COVERING OR PERTAINING TO SUCH MOVEABLES.

MENTIONS

Somme de l'hypothèque

\$25,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2007-05-03

Lieu : MONTREAL

AVIS D'ADRESSE

N° 003682

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1L9

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 09-0513908-0001	2009-08-20	10:30
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 06-0679665-0002	2006-11-23	12:48

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1L9

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0513908-0001	2009-08-20 10:30	2019-08-08

HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

PARTIES

Titulaire

THE BOULEVARD SHOPPING CENTRE (MONTREAL) LIMITED PARTNERSHIP
3400 DE MAISONNEUVE BOULEVARD WEST, SUITE 800, MONTREAL, QUEBEC H3Z 3B8

Constituant

BENIX & CO. INC.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

Constituant

BENIX & CO. INC.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

Agissant sous la dénomination sociale :

BENIX & CO.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

BIENS

THE UNIVERSALITY OF ALL MOVEABLE IMPROVEMENTS, EQUIPMENT, MACHINERY,
FURNITURE AND TRADE FIXTURES OF EVERY KIND, PRESENT AND FUTURE, LOCATED
ON OR UPON THE PREMISES LEASED BY THE CONSTITUANT AT 4162 JEAN-TALON
STREET EST, IN THE CITY OF MONTREAL, PROVINCE OF QUEBEC, INCLUDING ALL
INDEMNITIES OR PROCEEDS PAID UNDER INSURANCE CONTRACTS OR POLICIES
PERTAINING TO OR COVERING SUCH MOVEABLES.

AND

THE UNIVERSALITY OF ALL PROPERTY IN STOCK, RAW MATERIAL, WORK IN
PROCESS AND INVENTORY, PRESENT AND FUTURE, SITUATED ON OR UPON SAID
LEASED PREMISES, INCLUDING ALL INDEMNITIES OR PROCEEDS PAID UNDER
INSURANCE CONTRACTS OR POLICIES PERTAINING TO OR COVERING SUCH
MOVEABLES.

MENTIONS

Somme de l'hypothèque

FORTY-SIX THOUSAND DOLLARS (\$46,000.00)

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2009-04-27

Lieu : MONTREAL

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1L9

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0679665-0002	2006-11-23 12:48	2016-11-23
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

CANADIAN IMPERIAL BANK OF COMMERCE
595 BAY STREET, 5TH FLOOR, TORONTO, ONTARIO M5G 2C2

Constituant

BENIX & CO. INC.
98 ORFUS ROAD, TORONTO, ONTARIO M6A 1L9

BIENS

ANY AND ALL MOVABLE PROPERTY OF THE CONSTITUANT OF EVERY NATURE AND DESCRIPTION, CORPOREAL AND INCORPOREAL, PRESENT AND FUTURE AND WHEREVER SITUATE, INCLUDING BUT WITHOUT LIMITATION, ALL "CLAIMS", "PROPERTY IN STOCK", "EQUIPMENT", "INTELLECTUAL PROPERTY" AND "SECURITIES", PRESENT AND FUTURE.

DEFINITIONS:

"CLAIMS" MEANS, REGARDLESS OF THE DEBTORS OR THE SITUS THEREOF, ANY AND ALL CLAIMS, CUSTOMER ACCOUNTS, BOOK DEBTS, ACCOUNTS RECEIVABLE AND ANY OTHER AMOUNTS OR PROPERTY NOW OR HEREAFTER OWING TO THE CONSTITUANT, EITHER ABSOLUTELY OR CONDITIONALLY, INCLUDING ALL CLAIMS AND INDEMNITIES PAYABLE UNDER INSURANCE POLICIES COVERING THE SAME, ALL DEPOSITS AND CREDIT BALANCES WITH FINANCIAL INSTITUTIONS, SUPPLIERS OR OTHERS, ALL JUDGMENTS, RIGHTS AND ACCESSORIES THERETO, ALL SECURITY INTEREST IN SUPPORT THEREOF AND ALL BOOKS, PAPERS, INVOICES, NOTES AND DATE FILES EVIDENCING, RECORDING OR SUPPORTING THE SAME.

"CONTRACTUAL RIGHTS" MEANS ANY AND ALL RIGHTS, TITLE AND INTEREST, PRESENT AND FUTURE, OF THE CONSTITUANT IN ALL CONTRACTS, LEASES, BIDS, OFFERS, SUPPLY AGREEMENTS AND ALL OTHER AGREEMENTS OF ANY NATURE AND DESCRIPTION RELATING TO THE COLLATERAL, OR RELATING TO THE ENTERPRISE AND UNDERTAKING OF THE CONSTITUANT.

"EQUIPMENT" MEANS TANGIBLE MOVABLE PROPERTY SUCH AS MACHINERY, LOGGING AND AGRICULTURAL EQUIPMENT, TRACTORS, TOOLS, ROLLING STOCK, FURNITURE AND FIXTURES, AND ALL CONTRACTUAL RIGHTS, LICENCES AND OTHER RIGHTS AND RECORDS, FILES, CHARTS, PLANS, DRAWINGS, SPECIFICATIONS, MANUALS, DOCUMENTS AND WARRANTIES RELATING THERETO.

"INTELLECTUAL PROPERTY" MEANS THE ENTERPRISE OF THE CONSTITUANT AND ALL

OF ITS TRADE NAMES, TRADE MARKS, COPYRIGHTS, DESIGNS, PROCESSES, KNOW-HOW, GOODWILL, LICENCES, FRANCHISES, PERMITS, QUOTAS, PATENTS AND OTHER RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY OF ANY NATURE AND DESCRIPTION, AND ALL PENDING APPLICATIONS PERTAINING THERETO.

"PROPERTY IN STOCK" MEANS, REGARDLESS OF THE SITUS THEREOF AT ANY PARTICULAR TIME, (A) ALL INVENTORY OF RAW MATERIALS, GOODS IN PROCESS, FINISHED PRODUCTS AND STOCK IN TRADE OF ANY NATURE AND DESCRIPTION, WHETHER OR NOT THE SAME IS HELD FOR LET OR HIRE, LEASING, RESALE OR OTHERWISE, (B) ALL GOODS AND MATERIALS USED IN OR PROCURED FOR THE PACKAGING THEREOF, (C) ANY SUCH PROPERTY HELD BY THIRD PARTIES UNDER LET OR HIRE, LEASING, CONDITIONAL SALE, FRANCHISE, LICENCE, CONSIGNMENT OR OTHER LIKE CONTRACTUAL ARRANGEMENTS WITH ITS LAWFUL OWNER, (D) ANY SUCH PROPERTY SOLD BY THE CONSTITUANT AND LATER TAKEN BACK FOR ANY REASON, AND (E) ALL AMOUNTS AND PROCEEDS PAID OR PAYABLE TO OR FOR THE ACCOUNT OF THE CONSTITUANT AS A RESULT OF THE SALE, LEASE OR OTHER DEALINGS WITH ANY OF THE FOREGOING.

"SECURITIES" MEANS ANY AND ALL DEPOSITS OF MONEY OR PRECIOUS METALS, BONDS, DEBENTURES, TREASURY BILLS, BANKERS' ACCEPTANCES, BILLS OF EXCHANGE, SHARES, UNITS, PARTICIPATING, MUTUAL FUNDS AND OTHER SECURITIES OR INSTRUMENTS OF TITLE OF ANY NATURE AND DESCRIPTION, NEGOTIABLE OR NOT, INCLUDING ALL MANNERS OF INVESTMENTS DESCRIBED IN SECTION 1 OF THE SECURITIES ACT (QUÉBEC), AND ALL CERTIFICATES EVIDENCING THE SAME.

MENTIONS

Somme de l'hypothèque

THE CONSTITUANT HEREBY HYPOTHECATES IN FAVOUR OF THE TITULAIRE TO THE EXTENT OF \$5,750,000 (INCLUDING AN ADDITIONNAL HYPOTHEC OF 15%) WITH INTEREST AT THE RATE OF 25% PER ANNUM.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-23

Lieu : TORONTO

AVIS D'ADRESSE

N° 012991

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1V4

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 96-0041744-0001	1996-04-12	09:30
	RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 06-0129334-0001	2006-03-15	11:35

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1V4

Fiche 001 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
96-0041744-0001	1996-04-12 09:30	2006-04-03
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

CANADIAN IMPERIAL BANK OF COMMERCE 205 QUEEN STREET WEST, TORONTO, ONTARIO	M5V 1Z5
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Constituant

BENIX & CO. INC 127 CARTWRIGHT AVENUE, TORONTO, ONTARIO	M6A 1V4
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Constituant

BENIX & CO. INC 5220 MÉTROPOLITAIN BLVD. EAST, ST-LÉONARD, QUÉBEC	H1S 1A5
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Constituant

BENIX & CO. INC 7335 DECARIE BLVD., MONTREAL, QUEBEC	H4P 2C8
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Constituant

BENIX & CO. INC 3213 AUTOROUTE 440, LAVAL, QUEBEC	H7P 5P2
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BIENS

UNIVERSALITY OF PROPERTY IN STOCK EXISTING AND FUTURE INCLUDING ALL THE FRUITS AND PRODUCTS OF THE SOIL, MATERIALS AND OTHER THINGS WHETHER OR NOT FORMING AN INTEGRAL PART OF AN IMMOVABLE, ALL CLAIMS AND PRODUCTS RESULTING FROM THE SALE, RENTAL OR OTHER DISPOSITION OF THESE PROPERTIES IN STOCK, AS WELL AS ANY PROPERTY ACQUIRED IN REPLACEMENT THEREOF.
UNIVERSALITY OF EXISTING AND FUTURE CLAIMS.

UNIVERSALITY OF EXISTING AND FUTURE EQUIPMENT, INCLUDING ALL PERMIT, LICENCES, AUTHORIZATIONS OR OTHER RIGHTS AS WELL AS ANY PROPERTY ACQUIRED IN REPLACEMENT THEREOF.

ALL INSURANCE OR EXPROPRIATION INDEMNITIES WITH RESPECT TO THE HYPOTHECATED PROPERTY.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 1996-04-03

Lieu : TORONTO

Autres mentions :

MONTANT DE L'HYPOTHÈQUE: \$4,197,500.00

TAUX D'INTÉRÊT:

25% L'AN

REMARQUES

INSCRIPTION

06-0129334-0001

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

DATE-HEURE-MINUTE

2006-03-15 11:35

AVIS D'ADRESSE

N° 009897

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A1V4

Fiche 001 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0129334-0001	2006-03-15 11:35	2015-04-03
RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE		

PARTIES

Titulaire

CANADIAN IMPERIAL BANK OF COMMERCE
205 QUEEN STREET WEST, Toronto, ON

M5V 1Z5

Constituant

BENIX & CO. INC
127 CARTWRIGHT AVENUE, Toronto, ON

M6A 1V4

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
96-0041744-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Autres mentions :

REF: (HYPOTHEC - BENIX / ONQCI5C126-2 / 3892468)

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0371784-0003	2009-06-19	14:57
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 05-0250252-0001 CESSION D'UN DROIT 13-0412985-0002	2005-05-03 2013-05-17	10:58 12:46
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 04-0532459-0001 Cession d'une universalité de créances 05-0081661-0001	2004-09-13 2005-02-16	11:13 13:50

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0371784-0003	2009-06-19 14:57	2017-07-01

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

IMMEUBLES MC-MICA INC.

5524 RUE FERRIER, MONT-ROYAL, MONTREAL

H4P 1M2

Constituant

BENIX & CO. INC.

98 ORFUS ROAD, TORONTO, ONTARIO

M6A 2L9

BIENS

The following shall constitute hypothecated property:

The universality of all moveable improvements, equipment, machinery, furniture and trade fixtures of every kind, present and future, located on or upon the Leased Premises or used directly or indirectly in connection with the business of the LESSEE carried on at the Leased Premises, including all indemnities or proceeds paid under insurance contracts or policies pertaining to or covering such moveable; and

The universality of all property in stock, raw material, work in progress and inventory, present and future, situated on or upon the Leased Premises or used directly or indirectly in connection with the business of the LESSEE carried on at the Leased Premises, including all indemnities or proceeds paid under insurance contracts or policies pertaining to or covering such moveable.

Leased Premises means part of the ground floor, showroom and truck level shipping door on the north east of the building bearing civic address 7335, Decarie blvd., Montreal, Quebec, H4P 2G8

MENTIONS

Somme de l'hypothèque

\$450.000,00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2007-07-01

Lieu : MONTREAL

AVIS D'ADRESSE

N° 040201

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche 002 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
05-0250252-0001	2005-05-03 10:58	2015-01-31

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

RIOCAN HOLDINGS (QUÉBEC) INC
130, KING STREET WEST, SUITE 700, P.O. BOX 378, TORONTO, (ONTARIO) M5X 1E2

Constituant

BENIX & CO INC.
98, ORFUS ROAD, TORONTO, (ONTARIO), M6A 2L9

BIENS

THE UNIVERSITY OF ALL MOVEABLES FOUND IN THE LEASED PREMISES AT ANY TIME DURING THE TERM OR WHICH MAY HAVE BEEN IN THE LEASE PREMISES. THE TERM LEASED PREMISES REFERRED TO HEREIN CONSIST OF COMMERCIAL PREMISES LOCATED AT 200, RUE BOUVIER, SUITE 500, QUÉBEC, G2J 1R8.

MENTIONS

Somme de l'hypothèque

\$125,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2004-07-16
Lieu : QUÉBEC

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
13-0412985-0002	2013-05-17 12:46

CESSION D'UN DROIT

AVIS D'ADRESSE

N° 015966

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche 002 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	
13-0412985-0002	2013-05-17 12:46	
CESSION D'UN DROIT		
PARTIES		
Cédant		
RIOCAN HOLDINGS (QUÉBEC) INC.		
2300 Yonge Street, Suite 500, Toronto, Ontario		M4P 1E4
Cessionnaire		
CANADIAN PROPERTY HOLDINGS (QUEBEC) INC.		
175 Bloor Street West, North Tower, Suite N500, Toronto, Ontario		M3W 3R8
Cessionnaire		
OPTRUST LEBOURGNEUF INC.		
1 Adelaide Street East, Suite 1200, Toronto, Ontario		M5C 3A7

BIENS

The Assignor sell, assigns, transfers and convey unto the Assignee in the proportions of a fifty (50%) undivided right, title and interest for each Assignee in and to all the Existing Leases and movable hypothecs granted by any tenant pertaining to the Property (as defined hereinafter) or any part thereof.

Definition:

The "Existing Leases" means all leases in existence as of the acceptance date pertaining to the Property. The movable hypothecs without delivery registered and referred to in section "Référence à l'inscription visée" are all existing hypothecs pertaining to the Property.

The "Property" means:

An immovable property situated in the city of Quebec known and designated as composed as follows:

a) Lot numbers two million eight hundred sixty-three thousand five hundred seventy-two (2 863 572), two million eight hundred seventy-one thousand six hundred seventy-four (2 871 674), three million four hundred thirty-two thousand nine hundred eighty-six (3 432 986), two million eight hundred seventy-one thousand six hundred seventy-six (2 871 676), three million five hundred twenty-five thousand one hundred one (3 525 101), two million eight hundred sixty-three thousand five

hundred seventy-four (2 863 574), two million eight hundred sixty-three thousand five hundred seventy-six (2 863 576), two million eight hundred sixty-three thousand five hundred seventy-five (2 863 575), two million eight hundred sixty-three thousand five hundred seventy-three (2 863 573) and two million eight hundred seventy-one thousand six hundred seventy-seven (2 871 677) of the Cadastre du Quebec, Registration Division of Quebec.

With the buildings thereon erected bearing civic numbers 5520-5900 des Gradins Boulevard, City of Quebec, Province of Quebec;

b) Lot number four million three hundred thousand nine hundred forty-six (4 300 946) of the Cadastre du Quebec, Registration Division of Quebec.

With the building thereon erected bearing civic number 500 Bouvier Street, City of Quebec, Province of Quebec;

c) Lot number three million six hundred twenty-one thousand nine hundred ninety-seven (3 621 997) of the Cadastre du Quebec, Registration Division of Quebec.

With the building thereon erected bearing civic number 5200 des Gradins Boulevard, City of Quebec, Province of Quebec; and

d) Lot number one million thirty-six thousand seven hundred sixty-six (1 036 766) of the Cadastre du Quebec, Registration Division of Quebec.

With the building thereon erected bearing civic number 4500 des Gradins Boulevard, City of Quebec, Province of Quebec.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
06-0071350-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0250252-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0565823-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0250252-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0270209-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2013-05-07

Lieu : Montréal

N° de minute : 8,888

Nom du notaire : MALUS, Jamie

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche 003 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
04-0532459-0001	2004-09-13 11:13	2014-09-07
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

LES FIDUCIAIRES DU FONDS DE PLACEMENT IMMOBILIER BB
2600, BOULEVARD LAURIER, BUREAU 2500, SAINTE-FOY, QUÉBEC G1V 4M6

Titulaire

IMMEUBLES RÉGIME XV INC.
800, DE LA GAUCHETIÈRE OUEST, BUREAU 8900, MONTRÉAL, QUÉBEC H5A 1J6

Titulaire

9123-2850 QUÉBEC INC.
2, RUE PIERRE-OLIVIER-CHAUVEAU, QUÉBEC, QUÉBEC G1R 4J3

Constituant

BENIX & CO INC.
98, ORFUS ROAD, TORONTO, ONTARIO M6A 2L9

BIENS

THE UNIVERSALITY OF ALL MOVEABLES FOUND IN THE LEASED PREMISES AT ANY TIME DURING THE TERM OR WHICH MAY HAVE BEEN IN THE LEASED PREMISES. THE TERM LEASED PREMISES AS REFERRED TO HEREIN, CONSIST OF COMMERCIAL PREMISES LOCATED AT 2238, AUTOROUTE CHOMEDEY, LAVAL, QUÉBEC, H7X 4G8.

MENTIONS

Somme de l'hypothèque

112 500,00\$

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2004-07-16

Lieu : TORONTO

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
05-0081661-0001	2005-02-16 13:50
Cession d'une universalité de créances	

AVIS D'ADRESSE

N° 029272

Date, heure, minute de certification : 2014-07-28 15:00

Critère de recherche Nom d'organisme : BENIX & CO. INC.

Critère de sélection Nom d'organisme : BENIX & CO INC Code Postal : M6A2L9

Fiche 003 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	
05-0081661-0001	2005-02-16 13:50	
Cession d'une universalité de créances		
PARTIES		
Cédant		
FONDS DE PLACEMENT IMMOBILIER BB		
2600 Laurier Boulevard, Suite 2500, Sainte-Foy, Quebec		G1V 4M6
Cédant		
9123-2850 QUÉBEC INC.		
2 Pierre-Olivier-Chauveau Street, First Floor, Quebec, Quebec		G1R 4J3
Cédant		
IMMEUBLES RÉGIME XV INC.		
800 de La Gauchetière Street West, Suite 8900, Montreal, Quebec		H5A 1J6
Cessionnaire		
RIOCAN HOLDINGS (QUÉBEC) INC.		
130 King Street West, Suite 700, P.O. Box 378, Toronto, Ontario		M5X 1E2

BIENS

FONDS DE PLACEMENT IMMOBILIER BB, IMMEUBLES RÉGIME XV INC. and 9123-2850 QUÉBEC INC. (collectively referred to as the "Vendor") hereby sells, assigns and transfers to RIOCAN HOLDINGS (QUÉBEC) INC. (referred to as the "Purchaser") all of the Vendor's right, title and interest in and to all the hypothecs and rights resulting of the leases in favour of the lessor with respect to the Leases affecting the Property (as this expression is hereinafter defined), including without limitation, the following movable hypothecs registered at the Register of Personal and Movable Real Rights under the numbers hereinafter mentioned under the heading "Référence à l'inscription visée au registre des droits personnels et réels mobiliers":

As used in this application for registration, the expression "Property" means:

1. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-DOUZE (2 860 592) du cadastre du Québec, circonscription foncière de Laval.
Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1130 desserte Ouest Chomedey, Ville de Laval, Province de Québec.

2. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-TREIZE (2 860 593) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1096 desserte Ouest Chomedey, Ville de Laval, Province de Québec.

3. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-QUATORZE (2 860 594) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 1084, 1088 et 1092 desserte Ouest Chomedey, Ville de Laval, Province de Québec.

4. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-QUINZE (2 860 595) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1120 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

5. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-SEIZE (2 860 596) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1150 desserte Ouest Chomedey, Ville de Laval, Province de Québec.

6. Le lot TROIS MILLIONS CENT SOIXANTE-TREIZE MILLE CINQ CENT ONZE (3 173 511) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1082 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

7. Le lot TROIS MILLIONS CENT SOIXANTE-TREIZE MILLE CINQ CENT DOUZE (3 173 512) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1080 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

8. Le lot TROIS MILLIONS CENT CINQUANTE-SEPT MILLE TROIS CENT SOIXANTE-DEUX (3 157 362) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 1014, 1018, 1022 et 1026 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

9. Le lot TROIS MILLIONS CENT DIX-HUIT MILLE CENT DEUX (3 118 102) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 2400, 2404, 2416 et 2420 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

10. Le lot TROIS MILLIONS CENT DIX-HUIT MILLE CENT TROIS (3 118 103) du cadastre du Québec, circonscription foncière de Laval.

Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 2250, desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

11. Le lot TROIS MILLIONS CENT DIX-HUIT MILLE CENT QUATRE (3 118 104) du cadastre du Québec, circonscription foncière de Laval.
Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 2190, 2194, 2198, 2202 et 2206 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

12. Le lot TROIS MILLIONS CENT DIX-HUIT MILLE CENT CINQ (3 118 105) du cadastre du Québec, circonscription foncière de Laval.
Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 2214, 2218, 2222, 2226, 2230, 2234, 2238 et 2242 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

13. Le lot TROIS MILLIONS CENT DIX-HUIT MILLE CENT SIX (3 118 106) du cadastre du Québec, circonscription foncière de Laval.
Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant les numéros 2260, 2264, 2268, 2272, 2276, 2280, 2284, 2292, 2296, 2300, 2304, 2308, 2312 et 2316 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

14. Le lot DEUX MILLIONS HUIT CENT SOIXANTE MILLE CINQ CENT QUATRE-VINGT-DIX-SEPT (2 860 597) du cadastre du Québec, circonscription foncière de Laval.
Avec toutes les bâtisses y érigées et plus particulièrement la bâtisse commerciale portant le numéro 1180 desserte Ouest de L'Autoroute 13, Ville de Laval, Province de Québec.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0532459-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0008	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0532459-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0532459-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0658746-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0675705-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0532459-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0532459-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0658746-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
04-0532459-0005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
05-0037106-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2005-02-02
Lieu : Montreal, Quebec
N° de minute : 7523
Nom du notaire : ALAIN, Robert

AVIS D'ADRESSE

N° 015966

This is Exhibit... Ereferred to in the
affidavit of... Freddy Reintan
sworn before me, this... 6th
day of... August 20...14



COMMISSIONER FOR TAKING AFFIDAVITS

Bombay & Co. Inc.

Financial Statements
January 25, 2014

DRAFT

@@, 2014

Independent Auditor's Report

To the Shareholders of Bombay & Co. Inc.

We have audited the accompanying financial statements of Bombay & Co. Inc., which comprise the balance sheet as at January 25, 2014 and the statements of operations and retained earnings (deficit) and cash flows for the fifty-two weeks then ended, and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Bombay & Co. Inc. as at January 25, 2014, and the results of its operations and its cash flows for the fifty-two weeks then ended in accordance with Canadian accounting standards for private enterprises.

Chartered Professional Accountants, Licensed Public Accountants

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Bombay & Co. Inc.
 Balance Sheet

	January 25, 2014 \$	January 26, 2013 \$
Assets		
Current assets		
Cash	1,567,778	508,265
Inventory	17,665,252	20,284,757
Prepaid expenses and sundry assets	2,343,714	809,262
Advances to related parties (note 5)	543,811	-
Income tax recoverable	637,577	49,797
	<u>22,758,132</u>	<u>21,652,081</u>
Property and equipment (note 3)	6,194,130	6,071,793
Trade name	93,225	93,225
Future income taxes	707,671	707,671
	<u>29,753,158</u>	<u>28,524,770</u>
Liabilities		
Current liabilities		
Bank indebtedness (note 4)	5,872,411	8,566,219
Accounts payable and accrued liabilities (notes 10 and 13)	12,204,219	9,146,402
Advances from related parties (note 5)	-	1,457,195
	<u>18,076,630</u>	<u>19,169,816</u>
Due to shareholder (note 6)	8,000,000	5,000,000
Deferred lease inducements and escalations (note 7)	4,336,744	3,844,832
	<u>30,413,374</u>	<u>28,014,648</u>
Shareholders' Equity (Deficiency)		
Capital stock (note 8)		
2 common shares	2	2
Retained earnings (deficit)	<u>(660,218)</u>	<u>510,120</u>
	<u>(660,216)</u>	<u>510,122</u>
	<u>29,753,158</u>	<u>28,524,770</u>
Commitments and contingent liabilities (note 10)		

Approved by the Board of Directors

_____ Director

_____ Director

The accompanying notes are an integral part of these financial statements.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bombay & Co. Inc.**Statement of Operations and Retained Earnings (Deficit)**

	Fifty-two weeks ended January 25, 2014 \$	Fifty-two weeks ended January 26, 2013 \$
Sales	68,033,545	73,187,740
Income before the undernoted	479,123	1,462,176
Interest expense	1,187,616	1,606,751
Amortization of property and equipment	1,453,210	1,076,556
Amortization of deferred lease inducements and escalations	(426,758)	(324,361)
Loss on disposal of property and equipment	35,905	-
Loss before income taxes	(1,770,850)	(896,770)
Income taxes (recovery)		
Current	(600,512)	(23,796)
Future	-	(213,104)
	(600,512)	(236,900)
Net loss for the year	(1,170,338)	(659,870)
Retained earnings - Beginning of year	510,120	1,169,990
Retained earnings (deficit) - End of year	(660,218)	510,120

The accompanying notes are an integral part of these financial statements.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bombay & Co. Inc.
 Statement of Cash Flows

	Fifty-two weeks ended January 25, 2014 \$	Fifty-two weeks ended January 26, 2013 \$
Cash provided by (used in)		
Operating activities		
Net loss for the year	(1,170,338)	(659,870)
Items not involving cash		
Future income taxes	-	(213,104)
Amortization of property and equipment	1,453,210	1,076,556
Amortization of deferred lease inducements and escalations	(426,758)	(324,361)
Loss of disposal of property and equipment	35,905	-
	<u>(107,981)</u>	<u>(120,779)</u>
Changes in non-cash working capital balances		
Inventory	2,619,505	(2,367,520)
Prepaid expenses and sundry assets	(1,534,452)	(367,068)
Accounts payable and accrued liabilities	3,057,816	(1,506,176)
Advances to/from related parties - net	(2,001,006)	736,912
Income tax recoverable	(587,780)	(1,138,522)
	<u>1,446,102</u>	<u>(4,763,153)</u>
Investing activities		
Purchase of property and equipment	(1,611,452)	(2,420,528)
Purchase of trade name	-	(41,064)
	<u>(1,611,452)</u>	<u>(2,461,592)</u>
Financing activities		
Bank indebtedness	(2,693,809)	6,282,466
Demand loan repayment	-	(416,676)
Lease inducements received	918,670	1,291,878
Receipt of shareholder loan	3,000,000	-
	<u>1,224,861</u>	<u>7,157,668</u>
Increase (decrease) in cash during the year	1,059,511	(67,077)
Cash - Beginning of year	508,265	575,342
Cash - End of year	1,567,776	508,265
Supplemental information		
Interest paid	1,187,616	962,208

The accompanying notes are an integral part of these financial statements.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bombay & Co. Inc.
Notes to Financial Statements
January 25, 2014

1 Nature of operations

Bombay & Co. Inc. (the company) operates retail locations across Canada specializing in home decor.

2 Summary of significant accounting policies

These financial statements have been prepared by management in accordance with Canadian accounting standards for private enterprises (ASPE) and include the following significant accounting policies.

Definition of fiscal year

The fiscal year of the company is the fifty-two or fifty-three week period ending on the last Saturday of January of each year.

Revenue recognition

Revenue is recognized at the point of sale. The company's policy is to offer exchanges of merchandise of similar value or refund for goods returned by customers within a limited time period. Revenue from gift cards or gift certificates is recognized at the time of redemption. When a customer purchases a gift card or gift certificate, a liability is recorded based on the dollar value of the gift card or gift certificate purchased.

Financial instruments

The company initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for derivatives and equity securities quoted in an active market, which are subsequently measured at fair value. Forward exchange contracts and interest rate swaps that are not hedging items are measured at fair value. Changes in fair value are recognized in net income.

The fair values of forward exchange contracts and interest rate swaps are determined based on reports obtained from the financial institution.

Financial assets measured at amortized cost include cash. Financial liabilities measured at amortized cost include accounts payable and accrued liabilities. Amortization is recorded on a straight-line basis.

Financial assets measured at amortized cost are tested for impairment when there are indicators of possible impairment. When events occurring after the impairment confirm a reversal is necessary, the reversal is recognized in net income up to the amount of the previously recognized impairment.

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

Inventory

Inventory is valued at the lower of cost and net realizable value. Cost is determined principally on an average cost basis. Net realizable value is the selling price of the product less provision for normal selling costs. Included in the statement of operations and retained earnings (deficit) for the year ended January 25, 2014 is \$36,966,048 (2013 - \$28,561,279) of inventory recognized as an expense, which included \$nil (2013 - \$nil) of writedowns of inventory as a result of net realizable value being lower than cost of inventory. There were no inventory writedowns recognized in previous periods and reversed in the current year or the comparative year.

Property and equipment

Property and equipment are stated at cost. Amortization is charged to income over the estimated useful lives of the assets on the following bases:

Furniture and equipment	20% declining balance
Computer equipment	30% declining balance
Leasehold improvements	straight-line over the terms of the respective leases

The company assesses the recoverability of its long-lived assets by determining whether the carrying value of these assets over their remaining lives can be recovered through undiscounted projected cash flows associated with these assets. Generally, this is determined on a store-by-store basis for related assets. In making its assessment, the company also considers the useful lives of its assets and the competitive landscape in which those assets are used and other factors affecting the sustainability of asset cash flows. While the company believes its estimates of future cash flows are reasonable, different assumptions regarding such cash flows could materially affect the evaluation. In the event such cash flows are not expected to be sufficient to recover the carrying amount of the assets, the assets would be written down to their estimated fair values.

Trade name

The trade name is an intangible asset with an indefinite life, not subject to amortization. The company reviews the carrying value of its trade name intangible assets only when facts and circumstances indicate the carrying value may be impaired. The impairment test consists of a comparison of the fair value of the intangible assets with its carrying amount. Any impairment loss in the carrying amount compared with the fair value is charged to income in the period in which the loss is incurred. The company uses the discounted cash flow method to assess the fair value of its intangible assets.

Leases, rent expense and deferred lease inducements

Leases are classified as either capital or operating. Leases that transfer substantially all of the risks and benefits of ownership to the company and meet the criteria for capital leases set out in ASPE are accounted for as an acquisition of an asset and an assumption of an obligation at the inception of the lease, measured at the present value of minimum lease payments. All other leases are accounted for as operating leases wherein rental payments are recorded in occupancy expenses on a straight-line basis over the term of the related lease. Deferred lease inducements represent cash benefits the company has received from landlords pursuant to store lease agreements. Lease inducements received are amortized into occupancy expenses over the term of the related lease agreement. The unamortized portion of lease inducements and the difference between the

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

straight-line rent expense and the payments, as stipulated under the lease agreement, are included in deferred lease inducements.

Store lease costs and other closure expenses are recognized in the statement of operations and retained earnings (deficit) at the time a store closes. A provision is taken based on estimated future rent obligations and other related costs net of estimated sublease rentals.

Asset retirement obligation

The legal obligations associated with the retirement of long-lived assets are recognized at their fair value in the period in which they are incurred and the corresponding retirement costs are capitalized into the carrying amount of the related asset. In subsequent periods, the liability is adjusted for the accretion of the discount and any changes in the amount or timing of the underlying future cash flows required for its settlement. The asset retirement cost is amortized on a systematic and rational basis over the term of the related asset.

Foreign currency translation

Monetary assets and liabilities of the company arising in foreign currencies are translated at exchange rates prevailing at the balance sheet date. All other assets, liabilities, revenues and expenses arising in foreign currencies are translated at the average rates prevailing at the dates of the transactions. The resulting gains or losses on foreign exchange are included in the results of operations for the year.

A foreign exchange loss of \$506,037 (2013 - \$272,372) is included in net loss for the year.

Income taxes

The company uses the future income taxes method of accounting for income taxes. Under this method, future income tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and are measured using the substantively enacted tax rates and laws that will be in effect when the differences are expected to reverse. The effect on future income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Future income tax assets are recorded in the financial statements to the extent that realization of such benefits is more likely than not.

Stock-based compensation plan

The company has issued stock options that can be settled either in equity or cash, at the option of the holder. Such cash-settled awards are recorded as liabilities on the balance sheet and accounted for using the intrinsic value method. Vesting of these stock options is subject to performance conditions related to the occurrence of a liquidity event. Compensation expense related to stock options with performance conditions that affect vesting and/or exercisability of the stock option is recorded when the performance condition has been met.

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

Use of estimates

The preparation of financial statements in accordance with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3 Property and equipment

	January 25, 2014		
	Cost \$	Accumulated amortization \$	Net \$
Furniture and equipment	2,460,002	1,288,102	1,171,900
Computer equipment	834,750	670,404	164,344
Leasehold improvements	8,986,283	4,128,399	4,857,886
	12,281,035	6,086,905	6,194,130
	January 26, 2013		
	Cost \$	Accumulated amortization \$	Net \$
Furniture and equipment	2,221,458	1,003,922	1,217,536
Computer equipment	841,383	628,125	213,258
Leasehold improvements	7,775,885	3,134,886	4,640,999
	10,838,726	4,766,933	6,071,793

In the current year, various Benix & Co. Inc. locations were closed and converted into Bombay & Co. Inc. locations. As part of these conversions, the company purchased property and equipment with an original cost of \$263,655 (2013 - \$784,579) and a net book value of \$117,031 (2013 - \$243,846) from Benix & Co. Inc. for proceeds equal to the net book value.

In the current year, property with an original cost of \$315,767 (2013 - \$21,730) and a net book value of \$35,905 (2013 - \$nil) has been removed from the property and equipment balances, as these assets are either fully depreciated or are no longer in use by the company.

4 Credit facilities

Based on the company's credit arrangement, the maximum borrowings under the operating facility and the letter of credit facility are to be allocated, at management's discretion, to Bombay & Co. Inc., Bowring & Co. Inc., and Benix & Co. Inc. (the borrowers).

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

a) Operating facility

The borrowers have a demand revolving operating facility to finance working capital requirements and for other general corporate purposes. The borrowings under this facility, plus all letters of credit acceptances and all standby letters of credit, must not exceed the operating facility limit of \$21,500,000 or the borrowing base of 50% of inventory. Effective October 19, 2011, advances under the agreement bear interest at the bank's prime rate plus 1.0% per annum or the US base rate plus 1.0% per annum.

Effective March 6, 2014, the Company is operating under a forbearance agreement. The borrowings under this facility, plus all letters of credit acceptances and all standby letters of credit, must not exceed the operating facility limit of \$14,800,000.

b) Letters of credit

The borrowers have a letter of credit facility for general corporate purposes. The borrowing under this facility must not exceed \$10,000,000. As at January 25, 2014, letters of credit were drawn on this facility (note 10).

Effective March 6, 2014, the Company is operating under a forbearance agreement. The borrowing under this facility must not exceed \$3,800,000.

At the borrowers' request, the operating facility limit can be increased to a maximum of \$24,000,000 provided the aggregate borrowings under the operating facility and letters of credit facility do not exceed \$29,500,000.

The credit facilities are secured by, among other things, cross-guarantees from each of the borrowers, a general security agreement, a movable hypothec on all present and future moveable property, security under Section 427 of the Bank Act and assignment of certain insurance policies.

These credit terms require the company to maintain certain financial covenants, which are to be calculated on a combined basis. As at year-end and subsequent to year-end, the company violated certain of its credit agreement covenants and as a result, the company is dependent on the continued financial support of its shareholders and lenders.

5 Advances to (from) related parties

The company provides advances to (receives advances from) related parties to support their (its) operations.

	January 25, 2014 \$	January 26, 2013 \$
Fairweather (International Clothiers)	415,524	-
Benix & Co. Inc.	(942,363)	(1,989,834)
Bowring & Co. Inc.	1,066,773	113,241
Other	3,877	3,877
	<u>543,811</u>	<u>(1,457,195)</u>

FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

The advances are to (from) companies subject to significant influence with the company. Amounts due to companies related to the company by virtue of significant influence arose principally from cash advances and the allocation of expenses. These amounts are secured and without fixed terms of repayment. Cash advances to (from) these companies bear interest at 10% per annum.

6 Due to shareholder

Amounts due to a corporate shareholder of the company are secured, bear interest at 10% per annum and are without fixed terms of repayment. The shareholder has indicated it does not intend to demand repayment in the 2015 fiscal year. Accordingly, these amounts have been classified as long-term. Due to shareholder is postponed to the company's credit facilities.

7 Deferred lease inducements and escalations

Included in prepaid expenses and sundry assets is \$375,450 (2013 - \$350,150) relating to deferred lease inducements not yet received.

In the current year, various Benix & Co. Inc. locations were closed and converted into Bombay & Co. Inc. locations. As part of these conversions, the remaining deferred lease inducements and escalations related to these locations were transferred from Benix & Co. Inc. to the company for proceeds equal to the carrying value. The total deferred lease inducements and escalations transferred to the company amounted to \$nil (2013 - \$191,768).

8 Capital stock

The company is authorized by its articles to issue the following classes of shares:

- 2 preference shares, non-voting, redeemable by the company; and
- an unlimited number of common shares, voting.

The company has issued and outstanding stock options to designated employees to purchase 2% of the common shares of the company issued and outstanding at the time of exercise. These stock options have a nominal exercise price and expire on February 1, 2019. Vesting of these stock options is subject to performance conditions related to the occurrence of a liquidity event. Upon occurrence of a liquidity event, the optionee has the option to settle the stock option for cash. The company's best estimate is that it is not probable that these performance conditions will be met and as a result, no financial liability or compensation expense has been recorded within the financial statements.

Bombay & Co. Inc.
Notes to Financial Statements
January 25, 2014

9 Related party transactions

Transactions during the year with the company's corporate shareholders and with companies related by virtue of significant influence and not disclosed elsewhere, were as follows:

	January 25, 2014 \$	January 26, 2013 \$
Consulting expense	789,200	476,000
Management fee expense	-	2,149,000
Interest revenue	558,000	549,000
Interest expense	835,000	1,333,000
Warehouse and other allocation recovery	-	185,000
Rent received	-	92,000

These transactions were in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

10 Commitments and contingent liabilities

Long-term leases

The company is committed to long-term leases. The minimum aggregate annual rentals to expiry date (exclusive of rent payable on a percentage of sales and other occupancy charges) for each of the next five years and thereafter are approximately as follows:

	\$
2015	9,070,344
2016	7,861,392
2017	6,942,158
2018	4,809,561
2019	3,237,310
Thereafter	9,461,298
	<u>41,382,063</u>

Letters of credit

Letters of credit are utilized for the import of inventory. Letters of credit committed but not drawn at January 25, 2014 amounted to approximately \$849,659 and US\$1,362,911 (2013 - \$10,801 and US\$682,230). In addition, US\$nil (2013 - US\$808,880 (\$815,156)) of drawn letters of credit are included in accounts payable and accrued liabilities.

Letters of credit acceptance

Letters of credit acceptance are utilized for the import of inventory. Letters of credit acceptance committed but not drawn at January 25, 2014 amounted to approximately US\$72,143 (2013 - US\$nil (\$nil)). Letters of credit acceptance are included in accounts payable and accrued liabilities for US\$@@ (2013 - US\$51,813 (\$52,215)).

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

Letters of guarantee

Letters of guarantee are utilized for normal operations of the business. Letters of guarantee committed but not drawn at January 25, 2014 amounted to approximately \$100,000 (2013 - \$100,000).

Legal matters

From time to time, the company is involved in legal claims during the normal course of business. Management assesses such claims and where considered likely to result in a material exposure and where the amount of the claim is quantifiable, provisions for loss are made based on management's assessment of the likely outcome. The company does not provide for claims that are considered unlikely to result in a significant loss, claims for which the outcome is not reasonably determinable or claims where the amount of the loss cannot be reasonably estimated. Any settlements or awards under such claims are provided for when reasonably determinable.

11 Financial instrument risk disclosures

The company is exposed to the following significant financial risks:

Credit risk

As the company does not sell its products to consumers on terms of credit, the company is exposed to credit risk only through sundry receivables, advances to related parties and deposits on inventory to the extent of credits on account with suppliers. The company has assessed credit risk as minimal for these balances; however, a downturn in economic conditions could have a material adverse effect on the collectibility of advances to related parties.

Liquidity risk

Liquidity risk is the risk the company will encounter difficulty in meeting obligations associated with financial liabilities. The company enters into transactions to purchase goods and services on credit, lease premises from various landlords, and borrow funds from financial institutions or other creditors, for which repayment is required at various maturity dates. Liquidity risk is managed by reviewing the company's future expected net cash flows for the possibility of a negative cash position. The company manages liquidity risk by monitoring actual and projected cash flows, taking into account the seasonality of the company's sales, purchases, and expenses. The company's intention is to work with the lenders to renew its obligations and extend the maturity of the loans on mutually acceptable terms.

Foreign exchange risk

The company purchases goods for resale and incurs expenses denominated in currencies other than Canadian dollars. The net liability resulting from these transactions is offset, in part, through the purchase of foreign exchange forward contracts. The risk in this area is considered moderate. As at January 25, 2014, there were \$nil (2013 - \$2,324,650) of foreign exchange forward contracts outstanding.

Bombay & Co. Inc.

Notes to Financial Statements

January 25, 2014

Economic conditions

The company is exposed to economic conditions risks. Demand for products is subject to fluctuation in economic conditions. Consequently, a downturn in economic conditions could reduce consumer demand for the company's products, and could have a material adverse effect on the company's business, revenues, financial position and operating results.

12 Income taxes

The company has non-capital loss carry-forwards remaining for income tax purposes of approximately \$@@@ [FILLED IN BY AUDITORS], which expire in January 2023.

13 Government remittances

Government remittances consist of amounts (such as property taxes, sales taxes and payroll withholding taxes) required to be paid to government authorities and are recognized when the amounts come due. In respect of government remittances, \$1,180,371 (2013 - \$2,108,646) is included in accounts payable and accrued liabilities.

14 Subsequent event

@@

This is Exhibit.....F.....referred to in the
affidavit of.....Freddy Benitez.....
sworn before me, this.....6th.....
day of.....August.....20..14..
D. J. Chin
COMMISSIONER FOR TAKING AFFIDAVITS

Bombay Co. Inc.
Income Statement
For the Five Months Ending June-21-14

	April 2015	%	May 2015	%	June 2015	%	YTD 2015	%	June 2014	%	YTD 2014	%
Sales	4,034,806	100.0%	3,923,179	100.0%	4,099,781	100.0%	19,850,396	100.0%	4,199,423	100.0%	21,848,221	100.0%
Total Revenue	4,034,806	100.0%	3,923,179	100.0%	4,099,781	100.0%	19,850,396	100.0%	4,199,423	100.0%	21,848,221	100.0%
Cost of Sales	1,460,624	36.2%	1,517,306	38.7%	1,443,641	35.2%	8,107,345	40.8%	1,521,673	36.2%	8,722,028	39.9%
Gross Margin	2,574,181	63.8%	2,405,873	61.3%	2,656,140	64.8%	11,743,052	59.2%	2,677,750	63.8%	13,126,193	60.1%
Operating Expenses:												
Advertising	16,613	0.4%	(5,662)	-0.1%	16,942	0.4%	75,578	0.4%	53,138	1.3%	391,560	1.8%
Promotion	38,963	1.0%	27,623	0.7%	28,576	0.7%	186,510	0.9%	68,660	1.6%	311,046	1.4%
Store Wages	825,013	20.5%	675,178	17.2%	675,226	16.5%	3,609,089	18.2%	725,887	17.3%	3,938,967	18.0%
Supervisors Wages	37,996	0.9%	33,964	0.9%	29,443	0.7%	158,965	0.8%	40,816	1.0%	208,355	1.0%
Bonus	20,853	0.5%	23,066	0.6%	30,118	0.7%	101,633	0.5%	24,832	0.6%	145,873	0.7%
Benefits	91,681	2.3%	81,227	2.1%	76,654	1.9%	428,493	2.2%	86,217	2.1%	551,187	2.5%
Basic Rent & % Rent	689,211	17.1%	481,150	12.3%	621,114	15.2%	3,152,793	15.9%	663,371	15.8%	3,501,554	16.0%
Common Area & HVAC	201,485	5.0%	183,008	4.7%	227,713	5.6%	989,412	5.0%	186,612	4.4%	922,186	4.2%
Mall Operating Expenses	2,801	0.1%	3,422	0.1%	3,422	0.1%	15,245	0.1%	4,956	0.1%	34,388	0.2%
Realty Taxes	202,930	5.0%	207,812	5.3%	232,661	5.7%	1,104,846	5.6%	247,476	5.9%	1,240,457	5.7%
Utilities	64,909	1.6%	63,914	1.6%	81,265	2.0%	395,069	2.0%	89,682	2.1%	437,224	2.0%
Over/Short	457	0.0%	191	0.0%	433	0.0%	1,920	0.0%	(951)	0.0%	252	0.0%
Credit Card Discount	76,047	1.9%	74,141	1.9%	87,300	2.1%	384,896	1.9%	92,223	2.2%	411,523	1.9%
Security/Alarm Expense	1,718	0.0%	1,389	0.0%	2,831	0.1%	9,418	0.1%	2,054	0.1%	9,651	0.0%
Delivery and Cartage	173,215	4.3%	134,140	3.4%	87,420	2.1%	715,132	3.6%	148,975	3.6%	835,872	3.8%
Consulting Fee	6,500	0.2%	0	0.0%	3,250	0.1%	13,000	0.1%	2,000	0.1%	2,000	0.0%
Courier and Postage	3,904	0.1%	1,127	0.0%	4,657	0.1%	16,815	0.1%	6,800	0.2%	42,974	0.2%
Insurance Expense	2,453	0.1%	2,453	0.1%	2,453	0.1%	12,313	0.1%	7,214	0.2%	32,725	0.2%
Recycling Levies	0	0.0%	0	0.0%	0	0.0%	0	0.0%	9,256	0.2%	28,198	0.1%
Repairs and Maintenance	19,023	0.5%	18,395	0.5%	13,292	0.3%	63,931	0.3%	15,225	0.4%	116,536	0.5%
Telephone & Internet	10,758	0.3%	12,634	0.3%	11,758	0.3%	59,373	0.3%	15,088	0.4%	69,600	0.3%
Travel & Accommodation	8,579	0.2%	7,649	0.2%	7,858	0.2%	42,093	0.2%	15,836	0.4%	102,975	0.5%
Business Tax	9,418	0.2%	5,897	0.2%	11,323	0.3%	36,084	0.2%	13,887	0.3%	41,769	0.2%
General Expenses/Supplies	77,253	1.9%	65,278	1.7%	66,521	1.6%	352,102	1.8%	98,014	2.3%	558,377	2.6%
Total Store Expenses	2,581,780	64.0%	2,097,999	53.5%	2,322,231	56.6%	11,924,711	60.1%	2,617,266	62.3%	13,935,249	63.8%
Store Operating Profit	(7,599)	-0.2%	307,874	7.9%	333,909	8.1%	(181,660)	-0.9%	60,484	1.4%	(809,056)	-3.7%
Head Office Expenses	327,487	8.1%	317,231	8.1%	358,295	8.7%	1,583,227	8.0%	353,450	8.4%	1,741,970	8.0%
Warehouse Expenses	145,175	3.6%	100,947	2.6%	140,286	3.4%	702,183	3.5%	164,475	3.9%	931,558	4.3%
Depreciation & Amortization	110,539	2.7%	109,581	2.8%	114,538	2.8%	561,455	2.8%	121,719	2.9%	565,617	2.6%
Interest Expense	131,928	3.3%	107,733	2.8%	100,959	2.5%	536,902	2.7%	77,597	1.9%	508,171	2.3%
	715,129	17.7%	635,492	16.2%	714,078	17.4%	3,383,766	17.1%	717,241	17.1%	3,747,315	17.2%
Misc. Income	(180,238)	-4.5%	285,091	7.3%	(157,349)	-3.8%	117,036	0.6%	51,474	1.2%	599,849	2.8%
Profit before Taxes	(902,965)	-22.4%	(42,527)	-1.1%	(537,518)	-13.1%	(3,448,390)	-17.4%	(605,283)	-14.4%	(3,956,522)	-18.1%
Provision for Income Tax	(72,352)	-1.8%	(14,901)	-0.4%	(188,131)	-4.6%	(1,206,937)	-6.1%	(298,161)	-7.1%	(1,303,533)	-6.0%
Net Income	(830,613)	-20.6%	(27,626)	-0.7%	(349,387)	-8.5%	(2,241,454)	-11.3%	(307,122)	-7.3%	(2,652,989)	-12.1%
EBITDA	(660,498)	-16.4%	174,788	4.5%	(322,021)	-7.9%	(2,350,033)	-11.8%	(405,967)	-9.7%	(2,882,734)	-13.2%
OCCUPANCY	689,211	17.1%	481,150	12.3%	621,114	15.2%	3,152,793	15.9%	663,371	15.8%	3,501,554	16.0%

Bombay Co. Inc.
Balance Sheet
For the Five Months Ending June-21-14

F15

ASSETS

Cash	\$366,876
Accounts Receivable	861,642
Intercompany	1,963,017
Inventory	19,956,940
Prepaid Expenses	296,681
Deposits	146,576
Income Taxes Recoverable	1,990,163
Total Current Assets	25,581,895
Tangible assets	5,816,480
Finance Costs	93,225
Total Capital Assets	5,909,705
Future Income Tax	707,671
TOTAL ASSETS	32,199,271

LIABILITIES AND SHAREHOLDERS' EQUITY

LIABILITIES

Bank Advance	8,998,496
Accounts Payable	7,730,659
Accrued Liabilities	2,028,424
Income Tax Payable	
Sales Tax Payable	186,298
Wages Payable	218,528
Credit Notes/Gift Cert/Layaways	2,013,964
Term Loan-Current	
Total Current Liabilities	21,176,368
Advances from Shareholders	2,000,000
Loan from Related Parties	8,000,000
Deferred Lease Inducements	4,139,963
Total Long-term Liabilities	14,139,963
TOTAL LIABILITIES	35,316,331

SHAREHOLDERS' EQUITY

Capital Stock	2
Retained Earnings	-875,608
Current Earnings	-2,241,454
TOTAL SHAREHOLDERS' EQUITY	-3,117,060

TOTAL LIABILITIES AND EQUITY	32,199,271
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EXHIBIT "G"

This is Exhibit.....G.....referred to in the
affidavit of.....Freddy Benitez.....
sworn before me, this.....6th.....
day of.....August.....2014.....

.....[Signature].....
A COMMISSIONER FOR TAKING AFFIDAVITS

Bowring & Co. Inc.

Financial Statements
January 25, 2014

DRAFT

@@, 2014

Independent Auditor's Report

**To the Shareholders of
Bowring & Co. Inc.**

We have audited the accompanying financial statements of Bowring & Co. Inc., which comprise the balance sheet as at January 25, 2014 and the statements of operations and retained earnings (deficit) and cash flows for the fifty-two weeks then ended, and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Bowring & Co. Inc. as at January 25, 2014 and the results of its operations and its cash flows for the fifty-two weeks then ended in accordance with Canadian accounting standards for private enterprises.

Chartered Professional Accountants, Licensed Public Accountants

DRAFT

Bowring & Co. Inc.

Balance Sheet

	January 25, 2014 \$	January 26, 2013 \$
Assets		
Current assets		
Cash	412,548	389,165
Inventory	18,393,681	13,320,368
Prepaid expenses and sundry assets	523,190	317,943
Income tax recoverable	1,383,492	60,669
	<u>20,712,911</u>	<u>14,088,145</u>
Property and equipment (note 3)	3,459,844	3,561,247
Trade name	88,683	88,683
Loan to related party (note 5)	12,346,000	12,346,000
Future income taxes	223,872	223,872
	<u>36,831,310</u>	<u>30,307,947</u>
Liabilities		
Current liabilities		
Bank indebtedness (note 6)	3,331,355	13,337,439
Accounts payable and accrued liabilities (notes 11 and 14)	14,164,338	8,237,530
Advances from related parties (note 4)	1,582,739	2,046,458
	<u>19,078,432</u>	<u>23,621,427</u>
Deferred lease inducements and escalations (note 7)	2,069,146	1,898,321
Due to shareholder (note 8)	18,500,000	5,000,000
	<u>39,647,578</u>	<u>30,519,748</u>
Shareholders' Equity (Deficiency)		
Capital stock (note 9)		
100 common shares	100	100
Retained earnings (deficit)	(2,816,368)	(211,901)
	<u>(2,816,268)</u>	<u>(211,801)</u>
	<u>36,831,310</u>	<u>30,307,947</u>
Commitments and contingent liabilities (note 12)		

Approved by the Board of Directors

Director_____
Director

FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT

The accompanying notes are an integral part of these financial statements. Not to be used for other purposes.

Bowring & Co. Inc.

Statement of Operations and Retained Earnings (Deficit)

	Fifty-two weeks ended January 25, 2014 \$	Fifty-two weeks ended January 26, 2013 \$
Sales	52,844,156	50,427,033
Income (loss) before the undernoted	(1,920,770)	1,824,936
Interest expense	917,707	1,485,338
Amortization of property and equipment	1,162,221	1,053,510
Amortization of deferred financing costs	-	5,959
Amortization of deferred lease inducements and escalations	(71,998)	(253,895)
Loss on disposal of property and equipment	59,477	-
Loss before income taxes	(3,988,177)	(465,976)
Income taxes (recovery)		
Current	(1,388,710)	5,899
Future	-	(136,618)
	(1,388,710)	(130,719)
Net loss for the year	(2,604,467)	(335,257)
Retained earnings (deficit) - Beginning of year	(211,901)	123,356
Deficit - End of year	(2,816,368)	(211,901)

The accompanying notes are an integral part of these financial statements.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bowring & Co. Inc.
 Statement of Cash Flows

	Fifty-two weeks ended January 25, 2014 \$	Fifty-two weeks ended January 26, 2013 \$
Cash provided by (used in)		
Operating activities		
Net loss for the year	(2,604,467)	(335,257)
Items not involving cash		
Future income taxes	-	(136,618)
Amortization of property and equipment	1,162,221	1,053,510
Amortization of deferred financing costs	-	5,959
Amortization of deferred lease inducements and escalations	(71,998)	(253,895)
Loss on disposal of property and equipment	59,477	-
	<u>(1,514,244)</u>	<u>333,699</u>
Changes in non-cash working capital balances		
Inventory	(5,073,313)	138,846
Advances from related parties - net	(463,719)	3,850,881
Prepaid expenses and sundry assets	(205,247)	132,874
Accounts payable and accrued liabilities	5,926,808	(400,216)
Income tax recoverable	(1,322,823)	(88,654)
	<u>(2,652,538)</u>	<u>3,967,430</u>
Investing activities		
Purchase of property and equipment	(1,120,295)	(1,208,845)
	<u>(1,060,818)</u>	<u>(1,208,845)</u>
Financing activities		
Bank indebtedness	(10,006,084)	9,146,290
Lease inducements received	242,823	441,427
Loan to related party	-	(12,346,000)
Receipt of shareholder loan	13,500,000	-
	<u>3,736,739</u>	<u>(2,758,283)</u>
Increase in cash during the year	23,383	302
Cash - Beginning of year	389,165	388,863
Cash - End of year	412,548	389,165
Supplemental information		
Interest paid	917,707	1,485,338

The accompanying notes are an integral part of these financial statements.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

1 Nature of operations

Bowring & Co. Inc. (the company) operates as a retailer in the decorative home accessories and furniture industry in Canada.

2 Summary of significant accounting policies

These financial statements have been prepared by management in accordance with Canadian accounting standards for private enterprises (ASPE) and include the following significant accounting policies.

Definition of fiscal year

The fiscal year of the company is the fifty-two or fifty-three week period ending on the last Saturday of January each year.

Revenue recognition

Revenue is recognized at the point of sale. The company's policy is to offer exchanges of merchandise of similar value or refund for goods returned by customers within a limited time period. Revenue from gift cards or gift certificates is recognized at the time of redemption. When a customer purchases a gift card or gift certificate, a liability is recorded based on the dollar value of the gift card or gift certificate purchased.

Financial instruments

The company initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for derivatives and equity securities quoted in an active market, which are subsequently measured at fair value. Forward exchange contracts and interest rate swaps that are not hedging items are measured at fair value. Changes in fair value are recognized in net loss.

The fair value of the forward exchange contracts and interest rate swaps is determined based on reports obtained from the financial institution.

Financial assets measured at amortized cost include cash. Financial liabilities measured at amortized cost include accounts payable and accrued liabilities and debt. Amortization is recorded on a straight-line basis.

Financial assets measured at amortized cost are tested for impairment when there are indicators of possible impairment. When events occurring after the impairment confirm a reversal is necessary, the reversal is recognized in net loss up to the amount of the previously recognized impairment.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

Inventory

Inventory is valued at the lower of cost and net realizable value. Cost is determined principally on an average cost basis. Net realizable value is the selling price of the product less provision for normal selling costs. Included in the statement of operations and retained earnings (deficit) for the year ended January 25, 2014 is \$25,634,645 (2013 - \$18,630,997) of inventory recognized as an expense, which included \$nil (2013 - \$nil) of writedowns of inventory as a result of net realizable value being lower than cost of inventory. There were no inventory writedowns recognized in previous periods and reversed in the current year or the comparative year.

Property and equipment

Property and equipment are stated at cost. Amortization is charged to loss over the estimated useful lives of the assets on the following bases:

Furniture and equipment
Computer equipment
Leasehold improvements

20% declining balance
30% declining balance
straight-line over the terms of the respective leases

The company assesses the recoverability of its long-lived assets by determining whether the carrying value of these assets over their remaining lives can be recovered through undiscounted projected cash flows associated with these assets. Generally, this is determined on a store-by-store basis for related assets. In making its assessment, the company also considers the useful lives of its assets and the competitive landscape in which those assets are used and other factors affecting the sustainability of asset cash flows. While the company believes its estimates of future cash flows are reasonable, different assumptions regarding such cash flows could materially affect the evaluation. In the event such cash flows are not expected to be sufficient to recover the carrying amount of the assets, the assets would be written down to their estimated fair values.

Trade name

The trade name is an intangible asset with an indefinite life, not subject to amortization. The company reviews the carrying value of its trade name intangible assets only when facts and circumstances indicate the carrying value may be impaired. The impairment test consists of a comparison of the fair value of the intangible assets with its carrying amount. Any impairment loss in the carrying amount compared with the fair value is charged to loss in the period in which the loss is incurred. The company uses the discounted cash flow method to assess the fair value of its intangible assets.

Leases, rent expense, deferred lease inducements and rent escalations

Leases are classified as either capital or operating. Leases that transfer substantially all of the risks and benefits of ownership to the company and meet the criteria for capital leases set out in ASPE are accounted for as an acquisition of an asset and an assumption of an obligation at the inception of the lease, measured at the present value of minimum lease payments. All other leases are accounted for as operating leases wherein rental payments are recorded in occupancy expenses on a straight-line basis over the term of the related lease. Deferred lease inducements represent cash benefits the company has received from landlords pursuant to store lease agreements. Lease inducements received are amortized into occupancy expenses over the term of the related lease agreement. The unamortized portion of lease inducements and the difference between the straight-line rent expense and the payments, as stipulated under the lease agreement, are included in deferred lease inducements/rent escalations.

**FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED**

Bowring & Co. Inc.
Notes to Financial Statements
January 25, 2014

Store lease costs and other closure expenses are recognized in the statement of operations and retained earnings (deficit) at the time a store closes. A provision is taken based on estimated future rent obligations and other related costs net of estimated sublease rentals.

Asset retirement obligations

The legal obligations associated with the retirement of long-lived assets are recognized at their fair value in the period in which they are incurred, and the corresponding retirement costs are capitalized into the carrying amount of the related assets. In subsequent periods, the liability is adjusted for the accretion of the discount and any changes in the amount or timing of the underlying future cash flows required for its settlement. The asset retirement cost is amortized on a systematic and rational basis over the term of the related asset.

Foreign currency translation

Monetary assets and liabilities of the company arising in foreign currencies are translated at exchange rates prevailing at the balance sheet date. All other assets, liabilities, revenues and expenses arising in foreign currencies are translated at the average rates prevailing at the dates of the transactions. The resulting gains or losses on foreign exchange are included in the results of operations for the year.

A foreign exchange loss of \$351,347 (2013 - \$152,066) is included in net loss during the year.

Income taxes

The company uses the future income taxes method of accounting for income taxes. Under this method, future income tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and are measured using the substantively enacted tax rates and laws that will be in effect when the differences are expected to reverse. The effect on future income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Future income tax assets are recorded in the financial statements to the extent that realization of such benefits is more likely than not.

Stock-based compensation plan

The company has issued stock options that can be settled either in equity or cash, at the option of the holder. Such cash-settled awards are recorded as liabilities on the balance sheet and accounted for using the intrinsic value method. Vesting of these stock options is subject to performance conditions related to the occurrence of a liquidity event. Compensation expense related to stock options with performance conditions that affect vesting and/or exercisability of the stock option is recorded when the performance condition has been met.

Use of estimates

The preparation of financial statements in accordance with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

3 Property and equipment

	January 25, 2014		
	Cost \$	Accumulated amortization \$	Net \$
Furniture and equipment	1,641,032	1,150,187	490,845
Computer equipment	993,405	885,603	107,802
Leasehold improvements	11,120,747	8,259,550	2,681,197
	<u>13,755,184</u>	<u>10,295,340</u>	<u>3,459,845</u>
	January 26, 2013		
	Cost \$	Accumulated amortization \$	Net \$
Furniture and equipment	1,283,809	807,481	476,328
Computer equipment	931,326	794,439	136,887
Leasehold improvements	9,811,490	6,863,458	2,948,032
	<u>12,026,625</u>	<u>8,465,378</u>	<u>3,561,247</u>

In the current year, various Benix & Co. locations were closed and converted into Bowring & Co. Inc. locations. As part of these conversions, the company purchased property and equipment with an original cost of \$1,483,682 (2013 - \$624,572) and a net book value of \$404,320 (2013 - \$134,414) from Benix & Co. Inc. for proceeds equal to the net book value.

In the current year, property with an original cost of \$471,099 (2013 - \$377,977) and a net book value of \$59,477 (2013 - \$nil) has been removed from the property and equipment, as these assets are either fully depreciated or are no longer in use by the company.

4 Advances from related parties

The company receives advances from related parties to support its operations.

	January 25, 2014 \$	January 26, 2013 \$
Benix & Co. Inc.	(273,387)	(1,675,427)
Bombay & Co. Inc.	(1,066,773)	(113,241)
Les Ailes de la Mode Incorporées	(257,790)	(257,790)
Other	15,111	-
	<u>(1,582,739)</u>	<u>(2,046,458)</u>

FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT
NOT TO BE FURTHER COMMUNICATED

Bowring & Co. Inc.
Notes to Financial Statements
January 25, 2014

The advances from companies are subject to significant influence with the company. Amounts due to companies related to the company by virtue of significant influence arose principally from cash advances, the allocation of expenses and the purchase of goods for resale. These amounts are secured and without fixed repayment terms. Cash advances to (from) the company bear interest at 10% per annum.

5 Loan to related party

This loan to Benix & Co. Inc. is interest bearing charged at a rate of 10% per annum. This loan has no fixed repayment terms and the company does not intend to demand repayment during the 2015 fiscal year.

6 Credit facilities

Based on the company's credit agreement, the maximum borrowings under the operating facility and the letter of credit facility are to be allocated, at management's discretion, to Bombay & Co. Inc., Bowring & Co. Inc., and Benix & Co. Inc. (the borrowers).

a) Operating facility

The borrowers have a demand revolving operating facility to finance working capital requirements and other general corporate purposes. The borrowings under this facility, plus all letters of credit acceptances and all standby letters of credit, must not exceed the operating facility limit of \$21,500,000 or the borrowing base of 50% of inventory. Effective October 19, 2011, advances under the agreement bear interest at the bank's prime rate plus 1.0% per annum or the US base rate plus 1.0% per annum.

Effective March 6, 2014, the company is operating under a forbearance agreement. The borrowings under this facility, plus all letters of credit acceptances and all standby letters of credit, must not exceed the operating facility limit of \$14,800,000.

b) Letters of credit

The borrowers have a letter of credit facility for general corporate purposes. The borrowing under this facility must not exceed \$10,000,000. As at January 25, 2014, letters of credit were drawn on this facility (note 12).

Effective March 6, 2014, the company is operating under a forbearance agreement. The borrowing under this facility must not exceed \$3,800,000.

At the borrowers' request, the operating facility limit can be increased to a maximum of \$24,000,000 provided the aggregate borrowings under the operating facility and letters of credit facility do not exceed \$29,500,000.

The credit facilities are secured, among other things, by cross-guarantees from each of the borrowers, a general security agreement, a movable hypothec on all present and future movable property, security under Section 427 of the Bank Act and the assignment of certain insurance policies.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

These credit terms require the borrowers to maintain certain financial covenants, which are to be calculated on a combined basis. As at year-end and subsequent to year-end, the company violated certain of its credit agreement covenants and as a result, the company is dependent on the continued financial support of its shareholders and lenders.

7 Deferred lease inducements and escalations

In the previous year, various Benix & Co. Inc. locations were closed and converted into Bowring & Co. Inc. locations. As part of these conversions, the remaining deferred lease inducements and escalations related to these locations were transferred from Benix & Co. Inc. for proceeds equal to the carrying value. The total deferred lease inducements and escalations transferred to the company amounted to \$285,551 (2013 - \$102,647)

8 Due to shareholder

Due to shareholder is comprised of the following:

	January 25, 2014 \$	January 26, 2013 \$
Interest-free amount	13,500,000	-
Interest-bearing amount - 10% per annum	5,000,000	5,000,000
	<u>18,500,000</u>	<u>5,000,000</u>

Amounts due to corporate shareholders of the company are secured and are without fixed terms of repayment. The shareholders have indicated they do not intend to demand repayment during the 2015 fiscal year. Accordingly, these amounts have been classified as long-term. Due to shareholder is postponed to the company's credit facilities.

Subsequent to the year-end, the shareholders contributed \$8 million to the company in the form of interest bearing loans. A portion of these funds may be lent to related parties to support their operations.

9 Capital stock

The company is authorized by its articles to issue an unlimited number of common shares.

The company has issued and outstanding stock options to designated employees to purchase 2% of the common shares of the company issued and outstanding at the time of exercise. These stock options have a nominal exercise price and expire on February 1, 2019. Vesting of these stock options is subject to performance conditions related to the occurrence of a liquidity event. Upon occurrence of a liquidity event, the optionee has the option to settle the stock option for cash. The company's best estimate is that it is not probable that these performance conditions will be met and as a result, no financial liability or compensation expense has been recorded within the financial statements.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

10 Related party transactions

Transactions during the year with individuals who collectively possess control of the company and with companies related by virtue of significant influence and not disclosed elsewhere are summarized as follows:

	January 25, 2014 \$	January 26, 2013 \$
Consulting expense	1,389,000	753,000
Interest revenue	2,540,000	1,153,000
Interest expense	600,000	1,347,000
Management fee expense	-	15,000
Rebate received	-	270,000
Rent expense	-	486,000
Warehouse and other allocation expense	-	(179,000)

These transactions were in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

11 Commitments and contingent liabilities**Long-term leases**

The company is committed to long-term leases. The minimum aggregate annual rentals to expiry date (exclusive of rent payable on a percentage of sales and other occupancy charges) for each of the next five years and thereafter are approximately as follows:

	\$
2015	6,410,272
2016	4,448,168
2017	3,970,584
2018	3,302,712
2019	1,432,709
Thereafter	3,602,737
	<u>23,167,182</u>

Letters of credit

Letters of credit are utilized for the import of inventory. Letters of credit committed but not drawn at January 25, 2014 amounted to approximately \$218,766 (\$386,536) (2013 - \$17,362 and US\$1,077,563 (\$1,085,968)). In addition, US\$nil (\$nil) (2013 - US\$nil (\$nil)) of drawn letters of credit are included in accounts payable and accrued liabilities.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

Letters of credit acceptance

Letters of credit acceptance are utilized for the import of inventory. Letters of credit acceptance committed but not drawn as at January 25, 2014 amounted to approximately US\$173,258 (2013 - US\$nil (\$nil)). Letters of credit acceptance are included in accounts payable and accrued liabilities for \$nil (2013 - \$nil).

Letters of guarantee

Letters of guarantee are utilized for normal operations of the business. Letters of guarantee committed but not drawn as at January 25, 2014 amounted to approximately \$1,500 (2013 - \$15,000).

Legal matters

From time to time, the company is involved in legal claims during the normal course of business. Management assesses such claims and where considered likely to result in a material exposure and where the amount of the claim is quantifiable provisions for loss are made based on management's assessment of the likely outcome.

The company does not provide for claims that are considered unlikely to result in a significant loss, claims for which the outcome is not reasonably determinable or claims where the amount of the loss cannot be reasonably estimated. Any settlements or awards under such claims are provided for when reasonably determinable.

12 Financial instrument risk disclosures

The company is exposed to the following significant financial risks:

Credit risk

As the company does not sell its products to consumers on terms of credit, the company is exposed to credit risk only through sundry receivables, advances to related parties and deposits on inventory to the extent of credits on account with suppliers. The company has assessed credit risk as minimal for these balances; however, a downturn in economic conditions could have a material adverse effect on the collectibility of advances to related parties.

Liquidity risk

Liquidity risk is the risk the company will encounter difficulty in meeting obligations associated with financial liabilities. The company enters into transactions to purchase goods and services on credit, lease premises from various landlords, and borrow funds from financial institutions or other creditors, for which repayment is required at various maturity dates. Liquidity risk is managed by reviewing the company's future expected net cash flows for the possibility of a negative cash position. The company manages liquidity risk by monitoring actual and projected cash flows, taking into account the seasonality of the company's sales, purchases and expenses. The company's intention is to work with the lenders to renew its obligations and extend the maturity of the loans on mutually acceptable terms.

Bowring & Co. Inc.

Notes to Financial Statements

January 25, 2014

Foreign exchange risk

The company purchases goods for resale and incurs expenses denominated in currencies other than Canadian dollars. The net liability resulting from these transactions is offset, in part, through the purchase of foreign exchange forward contracts. The risk in this area is considered moderate. As at January 25, 2014, there was \$nil (2013 - \$1,985,500) of foreign exchange forward contracts outstanding.

Economic conditions

The company is exposed to economic conditions risks. Demand for products is subject to fluctuation in economic conditions. Consequently, a downturn in economic conditions could reduce consumer demand for the company's products and could have a material adverse effect on the company's business, revenues, financial position and operating results.

13 Income taxes

The company has no non-capital loss carry-forwards for income tax purposes.

14 Government remittances

Government remittances consist of amounts (such as property taxes, sales taxes and payroll withholding taxes) required to be paid to government authorities and are recognized when the amounts come due. In respect of government remittances, \$943,929 (2013 - \$916,656) is included in accounts payable and accrued liabilities.

15 Subsequent event

@@@

This is Exhibit... Areferred to in the
affidavit of... Freddy Benitez
sworn before me, this... 6th
day of... August 20... 14
DR CHA
A COMMISSIONER FOR TAKING AFFIDAVITS

Bowring Co. Inc.
Income Statement
For the Five Months Ending June-21-14

	April 2015	%	May 2015	%	June 2015	%	YTD 2015	%	June 2014	%	YTD 2014	%
Sales	3,687,119	100.0%	2,578,271	100.0%	2,625,529	100.0%	14,434,008	100.0%	3,070,111	100.0%	14,077,975	100.0%
Total Revenue	3,687,119	100.0%	2,578,271	100.0%	2,625,529	100.0%	14,434,008	100.0%	3,070,111	100.0%	14,077,975	100.0%
Cost of Sales	1,212,509	32.9%	1,024,810	39.8%	883,901	33.7%	5,471,239	37.9%	1,231,471	40.1%	5,273,372	37.5%
Gross Margin	2,474,610	67.1%	1,553,461	60.3%	1,741,628	66.3%	8,962,769	62.1%	1,838,640	59.9%	8,804,603	62.5%
Operating Expenses:												
Advertising	3,189	0.1%	(1,946)	-0.1%	3,325	0.1%	20,760	0.1%	25,564	0.8%	139,728	1.0%
Promotion	14,302	0.4%	16,408	0.6%	35,009	1.3%	116,442	0.8%	33,394	1.1%	124,741	0.9%
Store Wages	732,147	19.9%	583,074	22.6%	582,943	22.2%	3,126,840	21.7%	651,624	21.2%	3,459,872	24.6%
Supervisors Wages	28,977	0.8%	24,262	0.9%	30,062	1.1%	135,923	0.9%	30,569	1.0%	154,342	1.1%
Bonus	22,339	0.6%	27,019	1.1%	24,083	0.9%	135,089	0.9%	19,746	0.6%	86,691	0.6%
Benefits	72,467	2.0%	65,982	2.6%	70,321	2.7%	363,178	2.5%	70,778	2.3%	440,438	3.1%
Basic Rent & % Rent	678,583	18.4%	486,551	18.9%	495,996	18.9%	2,735,893	19.0%	598,246	19.5%	2,937,921	20.9%
Common Area & HVAC	125,683	3.4%	112,822	4.4%	183,456	7.0%	667,441	4.6%	182,642	6.0%	724,421	5.2%
Mall Operating Expenses	1,491	0.0%	529	0.0%	968	0.0%	5,857	0.0%	1,490	0.1%	5,130	0.0%
Realty Taxes	176,725	4.8%	199,039	7.7%	169,129	6.4%	892,692	6.2%	210,566	6.9%	1,012,315	7.2%
Utilities	66,488	1.8%	99,779	3.9%	85,105	3.2%	457,120	3.2%	102,367	3.3%	444,485	3.2%
Over/Short	743	0.0%	135	0.0%	1,075	0.0%	2,471	0.0%	95	0.0%	352	0.0%
Credit Card Discount	46,774	1.3%	37,682	1.5%	43,109	1.6%	197,399	1.4%	56,633	1.8%	203,253	1.4%
Wrapping	28,108	0.8%	(9,235)	-0.4%	10,777	0.4%	48,453	0.3%	10,625	0.4%	38,373	0.3%
Security/Alarm Expense	1,517	0.0%	1,484	0.1%	1,576	0.1%	7,655	0.1%	2,730	0.1%	10,373	0.1%
Delivery and Cartage	124,214	3.4%	70,488	2.7%	56,508	2.2%	454,014	3.2%	74,682	2.4%	495,681	3.5%
Consulting Fee	0	0.0%	0	0.0%	3,250	0.1%	9,750	0.1%	0	0.0%	0	0.0%
Courier and Postage	6,111	0.2%	1,074	0.0%	3,664	0.1%	16,757	0.1%	4,115	0.1%	28,622	0.2%
Insurance Expense	3,499	0.1%	3,499	0.1%	3,535	0.1%	17,561	0.1%	6,055	0.2%	30,289	0.2%
Recycling Levies	0	0.0%	0	0.0%	0	0.0%	0	0.0%	485	0.0%	5,390	0.0%
Repairs and Maintenance	21,899	0.6%	13,577	0.5%	12,596	0.5%	59,517	0.4%	24,996	0.8%	106,572	0.8%
Telephone & Internet	6,695	0.2%	7,728	0.3%	8,254	0.3%	40,560	0.3%	9,551	0.3%	43,467	0.3%
Travel & Accommodation	5,380	0.2%	6,533	0.3%	8,144	0.3%	33,146	0.2%	9,759	0.3%	49,826	0.4%
Business Tax	7,895	0.2%	3,533	0.1%	4,227	0.2%	19,813	0.1%	3,679	0.1%	18,453	0.1%
General Expenses/Supplies	43,352	1.2%	28,590	1.1%	32,992	1.3%	164,174	1.1%	53,199	1.7%	339,062	2.4%
Total Store Expenses	2,218,579	60.2%	1,778,606	69.0%	1,870,104	71.2%	9,728,506	67.4%	2,183,591	71.1%	10,899,799	77.4%
Store Operating Profit	256,031	6.9%	(225,145)	-8.7%	(128,476)	-4.9%	(765,737)	-5.3%	(344,951)	-11.2%	(2,095,195)	-14.9%
Head Office Expenses	305,441	8.3%	283,256	11.0%	356,949	13.6%	1,478,620	10.2%	328,474	10.7%	1,700,230	12.1%
Warehouse Expenses	130,179	3.5%	121,744	4.7%	118,339	4.5%	620,388	4.3%	108,416	3.5%	557,985	4.0%
Depreciation & Amortization	77,679	2.1%	80,768	3.1%	33,604	1.3%	394,782	2.7%	100,799	3.3%	464,462	3.3%
Interest Expense	9,623	0.3%	(38,336)	-1.5%	(33,886)	-1.3%	(137,775)	-1.0%	(88,343)	-2.9%	(342,527)	-2.4%
	522,922	14.2%	447,431	17.4%	475,006	18.1%	2,356,014	16.3%	449,346	14.6%	2,380,150	16.9%
Misc. Income	481,150	13.1%	(138,515)	-5.4%	31,005	1.2%	78,325	0.5%	19,006	0.6%	(10,084)	-0.1%
Profit before Taxes	214,260	5.8%	(811,091)	-31.5%	(572,477)	-21.8%	(3,043,426)	-21.1%	(775,291)	-25.3%	(4,485,430)	-31.9%
Provision for Income Tax	186,288	5.1%	(283,918)	-11.0%	(200,331)	-7.6%	(1,065,199)	-7.4%	(404,811)	-13.2%	(1,443,650)	-10.3%
Net Income	27,972	0.8%	(527,173)	-20.5%	(372,146)	-14.2%	(1,978,227)	-13.7%	(370,480)	-12.1%	(3,041,780)	-21.6%
EBITDA	301,561	8.2%	(768,659)	-29.8%	(572,759)	-21.8%	(2,786,419)	-19.3%	(762,836)	-24.9%	(4,363,494)	-31.0%
OCCUPANCY	678,583	18.4%	486,551	18.9%	495,996	18.9%	2,735,893	19.0%	598,246	19.5%	2,937,921	20.9%

Bowring Co. Inc.
Balance Sheet
For the Five Months Ending June-21-14

F15

ASSETS

Cash	\$392,692
Accounts Receivable	-138,441
Intercompany	278,380
Inventory	17,697,591
Prepaid Expenses	408,254
Deposits	39,916
Income Taxes Recoverable	2,572,140
Total Current Assets	21,250,532
Tangible assets	2,747,268
Goodwill	74,013
Finance Costs	17,350
Total Capital Assets	2,838,631
Future Income Tax	223,872
TOTAL ASSETS	24,313,035

LIABILITIES AND SHAREHOLDERS' EQUITY

LIABILITIES

Bank Advance	2,578,367
Accounts Payable	8,963,674
Accrued Liabilities	2,097,412
Sales Tax Payable	156,397
Wages Payable	429,009
Credit Notes/Gift Cert/Layaways	1,314,271
Total Current Liabilities	15,539,131
Advances from Shareholders	6,100,000
Loan from Related Parties	6,154,000
Deferred Lease Inducements	1,907,251
Total Long-term Liabilities	14,161,251
TOTAL LIABILITIES	29,700,382

SHAREHOLDERS' EQUITY

Capital Stock	100
Retained Earnings	-3,410,800
Current Earnings	-1,978,227
TOTAL SHAREHOLDERS' EQUITY	-5,388,927

TOTAL LIABILITIES AND EQUITY **24,311,455**

EXHIBIT "I"

This is Exhibit I referred to in the
affidavit of Fredy Benitez
sworn before me, this 6th
day of August 2014
D.R. CHL
A COMMISSIONER FOR TAKING AFFIDAVITS

Benix Co. Inc.
Income Statement
For the Twelve Months Ending January-25-14

	November 2014	%	December 2014	%	January 2014	%	YTD 2014	%	January 2013	%	YTD 2013	%
Sales	648,492	100.0%	1,112,919	100.0%	1,030,899	100.0%	10,876,855	100.0%	4,018,874	100.0%	26,566,120	100.0%
Total Revenue	648,492	100.0%	1,112,919	100.0%	1,030,899	100.0%	10,876,855	100.0%	4,018,874	100.0%	26,566,120	100.0%
Cost of Sales	300,329	46.3%	564,265	50.7%	408,398	39.6%	4,933,771	45.4%	2,375,595	59.1%	10,865,879	40.9%
Gross Margin	348,163	53.7%	548,654	49.3%	622,501	60.4%	5,943,084	54.6%	1,643,279	40.9%	15,700,241	59.1%
Operating Expenses:												
Advertising	758	0.1%	939	0.1%	784	0.1%	58,113	0.5%	157,391	3.9%	424,687	1.6%
Promotion	13,110	2.0%	26,822	2.4%	13,362	1.3%	86,418	0.8%	28,934	0.7%	183,683	0.7%
Store Wages	122,712	18.9%	154,161	13.9%	194,200	18.8%	2,210,584	20.3%	610,733	15.2%	5,407,639	20.4%
Supervisors Wages	5,800	0.9%	5,800	0.5%	6,650	0.7%	117,919	1.1%	19,839	0.5%	289,215	1.1%
Bonus	2,713	0.4%	4,726	0.4%	12,701	1.2%	122,212	1.1%	63,219	1.6%	198,089	0.8%
Benefits	21,340	3.3%	21,385	1.9%	22,448	2.2%	177,128	1.6%	106,505	2.7%	653,227	2.5%
Basic Rent & % Rent	109,549	16.9%	116,490	10.5%	90,616	8.8%	1,500,011	13.8%	266,361	6.6%	3,453,309	13.0%
Common Area & HVAC	20,101	3.1%	21,165	1.9%	21,083	2.1%	301,396	2.8%	73,035	1.8%	887,164	3.3%
Mall Operating Expenses	306	0.1%	361	0.0%	333	0.0%	10,318	0.1%	3,585	0.1%	48,448	0.2%
Realty Taxes	40,882	6.3%	37,717	3.4%	36,438	3.5%	527,591	4.9%	88,814	2.2%	1,148,421	4.3%
Utilities	19,161	3.0%	14,350	1.3%	23,462	2.3%	266,081	2.5%	33,363	0.8%	534,641	2.0%
Over/Short	(341)	-0.1%	102	0.0%	5	0.0%	4,180	0.0%	(42)	0.0%	1,362	0.0%
Credit Card Discount	7,759	1.2%	13,628	1.2%	6,680	0.7%	108,576	1.0%	27,046	0.7%	249,479	0.9%
Wrapping	5,563	0.9%	8,200	0.7%	1,333	0.1%	37,919	0.4%	46,839	1.2%	181,086	0.7%
Security/Alarm Expense	538	0.1%	399	0.0%	472	0.1%	7,109	0.1%	859	0.0%	13,529	0.1%
Delivery and Cartage	17,735	2.7%	15,312	1.4%	11,801	1.1%	201,371	1.9%	58,169	1.5%	619,813	2.3%
Consulting Fee	0	0.0%	0	0.0%	11,500	1.1%	24,500	0.2%	6,500	0.2%	13,225	0.1%
Courier and Postage	412	0.1%	385	0.0%	1,208	0.1%	15,676	0.1%	3,856	0.1%	35,924	0.1%
Insurance Expense	1,939	0.3%	563	0.1%	563	0.1%	24,924	0.2%	15,590	0.4%	68,020	0.3%
Recycling Levies	1,319	0.2%	1,319	0.1%	0	0.0%	29,886	0.3%	1,854	0.1%	36,820	0.1%
Repairs and Maintenance	3,389	0.5%	926	0.1%	1,375	0.1%	54,129	0.5%	18,507	0.5%	179,016	0.7%
Telephone & Internet	2,355	0.4%	1,839	0.2%	2,436	0.2%	45,251	0.4%	5,195	0.1%	86,243	0.3%
Travel & Accommodation	748	0.1%	3,205	0.3%	1,498	0.2%	28,674	0.3%	4,872	0.1%	49,897	0.2%
Business Tax	2,630	0.4%	2,630	0.2%	0	0.0%	34,680	0.3%	3,419	0.1%	81,630	0.3%
General Expenses/Supplies	9,399	1.5%	9,122	0.8%	4,152	0.4%	105,174	1.0%	21,062	0.5%	356,609	1.3%
Total Store Expenses	409,873	63.2%	461,546	41.5%	465,097	45.1%	6,099,822	56.1%	1,665,505	41.4%	15,201,177	57.2%
Store Operating Profit	(61,711)	-9.5%	87,107	7.8%	157,404	15.3%	(156,738)	-1.4%	(22,226)	-0.6%	499,065	1.9%
Head Office Expenses	49,683	7.7%	81,389	7.3%	91,858	8.9%	777,743	7.2%	91,690	2.3%	2,510,915	9.5%
Warehouse Expenses	32,591	5.0%	33,607	3.0%	37,597	3.7%	494,634	4.6%	53,422	1.3%	981,780	3.7%
Depreciation & Amortization	26,082	4.0%	26,082	2.3%	9,379	0.9%	423,715	3.9%	67,003	1.7%	576,641	2.2%
Interest Expense	127,722	19.7%	232,279	20.9%	579,834	56.3%	2,674,478	24.6%	137,862	3.4%	1,915,897	7.2%
	236,077	36.4%	373,358	33.6%	718,667	69.7%	4,370,570	40.2%	349,976	8.7%	5,985,233	22.5%
Misc. Income	(38,910)	-6.0%	(33,948)	-3.1%	(120,245)	-11.7%	(251,322)	-2.3%	2,298,306	57.2%	2,301,331	8.7%
Profit before Taxes	(336,697)	-51.9%	(320,199)	-28.8%	(681,508)	-66.1%	(4,778,630)	-43.9%	1,926,104	47.9%	(3,184,837)	-12.0%
Provision for Income Tax	(117,844)	-18.2%	(112,903)	-10.1%	(237,696)	-23.1%	(1,672,522)	-15.4%	453,350	11.3%	(977,713)	-3.7%
Net Income	(218,853)	-33.8%	(207,296)	-18.6%	(443,812)	-43.1%	(3,106,108)	-28.6%	1,472,754	36.7%	(2,207,124)	-8.3%
EBITDA	(182,894)	-28.2%	(61,838)	-5.6%	(92,295)	-9.0%	(1,680,437)	-15.5%	2,130,968	53.0%	(692,299)	-2.6%
OCCUPANCY	109,549	16.9%	116,490	10.5%	90,616	8.8%	1,500,011	13.8%	266,361	6.6%	3,453,309	13.0%

Benix Co. Inc.
Balance Sheet
For the Twelve Months Ending January-25-14

F14

ASSETS

Cash	\$58,843
Accounts Receivable	-1,628,439
Intercompany	3,054,039
Inventory	3,582,446
Prepaid Expenses	101,680
Deposits	4,408
Income Taxes Recoverable	1,765,079
Total Current Assets	6,938,056
Investment in Benix US	1,900
Tangible assets	464,476
Finance Costs	27,807
Total Capital Assets	494,183
Future Income Tax	4,354,025
TOTAL ASSETS	11,786,264

LIABILITIES AND SHAREHOLDERS' EQUITY

LIABILITIES

Bank Advance	5,875,796
Accounts Payable	392,111
Accrued Liabilities	952,510
Sales Tax Payable	99,527
Wages Payable	70,802
Credit Notes/Gift Cert/Layaways	37,351
Term Loan-Current	16,667
Capital Lease	
Total Current Liabilities	7,444,764
Term Loan-Long term	
Loan from Related Parties	17,204,510
Deferred Lease Inducements	407,309
Total Long-term Liabilities	17,611,820
TOTAL LIABILITIES	25,056,583

SHAREHOLDERS' EQUITY

Capital Stock	900
Retained Earnings	-10,165,111
Current Earnings	-3,106,108
TOTAL SHAREHOLDERS' EQUITY	-13,270,319

TOTAL LIABILITIES AND EQUITY	11,786,264
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EXHIBIT "J"

This is Exhibit... Jreferred to in the
affidavit of... Frederick Reich
sworn before me, this... 6th
day of... August 2014
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Benix Co. Inc.
Income Statement
For the Five Months Ending June-21-14

	April 2015	%	May 2015	%	June 2015	%	YTD 2015	%	June 2014	%	YTD 2014	%
Sales	426,777	100.0%	179,445	100.0%	124,996	100.0%	1,594,282	100.0%	716,651	100.0%	5,159,049	100.0%
Total Revenue	426,777	100.0%	179,445	100.0%	124,996	100.0%	1,594,282	100.0%	716,651	100.0%	5,159,049	100.0%
Cost of Sales	289,860	67.9%	1,624,965	905.6%	110,837	88.7%	2,500,921	156.9%	313,739	43.8%	2,262,389	43.9%
Gross Margin	136,917	32.1%	(1,445,520)	-805.6%	14,159	11.3%	(906,639)	-56.9%	402,912	56.2%	2,896,660	56.2%
Operating Expenses:												
Advertising	428	0.1%	428	0.2%	0	0.0%	1,713	0.1%	901	0.1%	52,114	1.0%
Promotion	982	0.2%	1,055	0.6%	(664)	-0.5%	4,088	0.3%	5,438	0.8%	24,422	0.5%
Store Wages	90,541	21.2%	65,433	36.5%	64,243	51.4%	421,075	26.4%	153,561	21.4%	1,097,863	21.3%
Supervisors Wages	7,450	1.8%	5,800	3.2%	(120)	-0.1%	24,730	1.6%	11,215	1.6%	67,303	1.3%
Bonus	11,452	2.7%	1,684	0.9%	3,504	2.8%	26,147	1.6%	7,309	1.0%	75,073	1.5%
Benefits	12,876	3.0%	(10,292)	-5.7%	(9,145)	-7.3%	8,608	0.5%	17,099	2.4%	53,645	1.0%
Basic Rent & % Rent	69,338	16.3%	118,440	66.0%	23,074	18.5%	391,695	24.6%	127,280	17.8%	791,657	15.4%
Common Area & HVAC	(3,409)	-0.8%	21,177	11.8%	(9,100)	-7.3%	37,858	2.4%	26,151	3.7%	161,735	3.1%
Mall Operating Expenses	(1,360)	-0.3%	1,042	0.6%	(743)	-0.6%	(688)	0.0%	353	0.1%	7,919	0.2%
Realty Taxes	14,311	3.4%	32,216	18.0%	(9,166)	-7.3%	99,110	6.2%	43,319	6.0%	245,119	4.8%
Utilities	10,985	2.6%	17,608	9.8%	4,937	4.0%	65,463	4.1%	22,422	3.1%	146,631	2.8%
Over/Short	(17)	0.0%	41	0.0%	(22)	0.0%	(42)	0.0%	(8)	0.0%	4,206	0.1%
Credit Card Discount	3,694	0.9%	2,054	1.1%	893	0.7%	16,174	1.0%	8,040	1.1%	52,001	1.0%
Wrapping	24,282	5.7%	24,282	13.5%	0	0.0%	74,557	4.7%	4,684	0.7%	13,723	0.3%
Security/Alarm Expense	200	0.1%	540	0.3%	112	0.1%	1,463	0.1%	406	0.1%	2,058	0.0%
Delivery and Cartage	2,204	0.5%	934	0.5%	191	0.2%	10,958	0.7%	8,929	1.3%	89,525	1.7%
Consulting Fee	615	0.1%	0	0.0%	0	0.0%	3,865	0.2%	6,500	0.9%	13,000	0.3%
Courier and Postage	422	0.1%	106	0.1%	294	0.2%	1,490	0.1%	663	0.1%	9,523	0.2%
Insurance Expense	444	0.1%	444	0.3%	366	0.3%	2,286	0.1%	2,216	0.3%	13,820	0.3%
Recycling Levies	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3,580	0.5%	9,945	0.2%
Repairs and Maintenance	5,091	1.2%	2,592	1.4%	(2,331)	-1.9%	6,921	0.4%	3,445	0.5%	35,988	0.7%
Telephone & Internet	1,759	0.4%	1,956	1.1%	1,390	1.1%	11,080	0.7%	4,826	0.7%	27,506	0.5%
Travel & Accommodation	425	0.1%	409	0.2%	1,222	1.0%	4,271	0.3%	179	0.0%	15,495	0.3%
Business Tax	0	0.0%	0	0.0%	0	0.0%	604	0.0%	3,446	0.5%	18,084	0.4%
General Expenses/Supplies	2,503	0.6%	1,555	0.9%	447	0.4%	13,533	0.9%	6,698	0.9%	53,633	1.0%
Total Store Expenses	255,216	59.8%	289,504	161.3%	69,381	55.5%	1,226,958	77.0%	468,653	65.4%	3,081,988	59.7%
Store Operating Profit	(118,299)	-27.7%	(1,735,024)	-966.9%	(55,222)	-44.2%	(2,133,597)	-133.8%	(65,741)	-9.2%	(185,328)	-3.6%
Head Office Expenses	34,117	8.0%	35,711	19.9%	20,888	16.7%	170,910	10.7%	52,977	7.4%	320,847	6.2%
Warehouse Expenses	17,015	4.0%	16,693	9.3%	14,889	11.9%	92,045	5.8%	45,057	6.3%	247,466	4.8%
Depreciation & Amortization	9,927	2.3%	9,536	5.3%	8,379	6.7%	54,775	3.4%	30,946	4.3%	188,059	3.7%
Interest Expense	242,608	56.9%	244,491	136.3%	244,155	195.3%	1,207,138	75.7%	166,733	23.3%	1,030,295	20.0%
	303,667	71.2%	306,431	170.8%	288,311	230.7%	1,524,868	95.7%	295,712	41.3%	1,786,667	34.6%
Misc. Income	(31,264)	-7.3%	(30,502)	-17.0%	(7,305)	-5.8%	20,408	1.3%	(34,412)	-4.8%	(69,347)	-1.3%
Profit before Taxes	(453,230)	-106.2%	(2,071,957)	-1154.7%	(350,839)	-280.7%	(3,638,058)	-228.2%	(395,864)	-55.2%	(2,041,342)	-39.6%
Provision for Income Tax	(153,660)	-36.0%	(723,477)	-403.2%	(122,793)	-98.2%	(1,273,320)	-79.9%	(196,236)	-27.4%	(656,970)	-12.7%
Net Income	(299,570)	-70.2%	(1,348,480)	-751.5%	(228,045)	-182.4%	(2,364,737)	-148.3%	(199,628)	-27.9%	(1,384,372)	-26.8%
EBITDA	(200,695)	-47.0%	(1,817,930)	-1013.1%	(98,305)	-78.7%	(2,376,144)	-149.0%	(198,186)	-27.7%	(822,989)	-16.0%
OCCUPANCY	69,338	16.3%	118,440	66.0%	23,074	18.5%	391,695	24.6%	127,280	17.8%	791,657	15.4%

Benix Co. Inc.
Balance Sheet
For the Five Months Ending June-21-14

F15

ASSETS

Cash	\$6,382
Accounts Receivable	156,801
Intercompany	-2,241,397
Inventory	279,460
Prepaid Expenses	34,094
Deposits	3,858
Income Taxes Recoverable	3,038,399
Total Current Assets	<u>1,277,597</u>
Investment in Benix US	1,900
Tangible assets	261,738
Finance Costs	27,807
Total Capital Assets	<u>291,445</u>
Future Income Tax	4,354,025
TOTAL ASSETS	<u><u>5,923,067</u></u>

LIABILITIES AND SHAREHOLDERS' EQUITY

LIABILITIES

Bank Advance	2,915,190
Accounts Payable	673,560
Accrued Liabilities	268,957
Sales Tax Payable	30,466
Wages Payable	17,194
Credit Notes/Gift Cert/Layaways	33,164
Term Loan-Current	
Capital Lease	
Total Current Liabilities	3,938,532
Term Loan-Long term	
Loan from Related Parties	17,204,510
Deferred Lease Inducements	416,661
Total Long-term Liabilities	<u>17,621,172</u>
TOTAL LIABILITIES	<u>21,559,704</u>

SHAREHOLDERS' EQUITY

Capital Stock	900
Retained Earnings	-13,271,219
Current Earnings	-2,364,737
TOTAL SHAREHOLDERS' EQUITY	<u>-15,635,056</u>

TOTAL LIABILITIES AND EQUITY	<u><u>5,924,647</u></u>
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EXHIBIT "K"

This is Exhibit K referred to in the
affidavit of Freddy Benitez
sworn before me, this 6th
day of August 2014.

D. J. [Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

13-Week CF Forbearance Exhibit

(\$000's)	Forecast													Aug 9 - Nov 1
	Aug 09	Aug 16	Aug 23	Aug 30	Sep 06	Sep 13	Sep 20	Sep 27	Oct 04	Oct 11	Oct 18	Oct 25	Nov 01	
Gross Receipts	\$ 1,982	\$ 1,954	\$ 2,673	\$ 2,879	\$ 2,823	\$ 2,674	\$ 2,627	\$ 2,688	\$ 2,713	\$ 2,732	\$ 2,680	\$ 2,706	\$ 3,372	\$ 34,505
Disbursements														
Purchases	876	525	1,068	803	746	1,308	1,354	1,414	1,341	2,460	1,572	1,079	788	15,336
Rent	1,800	-	-	-	2,500	-	-	-	2,286	-	-	-	-	6,586
Store expenses & Other	789	304	427	548	429	402	384	276	430	324	450	322	322	5,407
Payroll	529	480	510	438	438	438	438	532	432	432	432	532	510	6,139
Sales Tax	-	-	-	-	760	-	-	-	380	-	-	-	540	1,680
Interest	117	-	-	-	138	-	-	-	144	-	-	-	-	398
Utilities	40	31	31	29	29	29	29	28	28	28	28	28	29	387
DIP Fee	175	-	-	-	-	-	-	-	-	-	-	-	-	175
Professional Fees	237	124	124	209	90	90	136	79	113	68	51	62	40	1,424
	4,563	1,465	2,161	2,027	5,130	2,267	2,341	2,329	5,153	3,311	2,532	2,023	2,229	37,531
Net Cash Flow	(2,580)	489	512	852	(2,307)	407	286	360	(2,439)	(580)	147	683	1,143	(3,027)
Opening Bank Loan	\$14,767	17,347	16,858	16,346	15,494	17,801	17,393	17,107	16,747	19,187	19,767	19,619	18,936	14,767
Closing Bank Loan	\$17,347	\$16,858	\$16,346	\$15,494	\$17,801	\$17,393	\$17,107	\$16,747	\$19,187	\$19,767	\$19,619	\$18,936	\$17,794	\$17,794
Notional BBC ¹	\$1,852	\$2,411	\$2,901	\$3,678	\$1,215	\$1,501	\$2,383	\$4,154	\$3,191	\$2,636	\$2,612	\$2,762	\$4,837	\$4,837

¹ Notional BBC is a calculation used only for the purposes of the covenant defined in section 6.5.4 of the Forbearance Agreement

EXHIBIT "L"

This is Exhibit.....^L.....referred to in the
affidavit of.....Freddy Benitez.....
sworn before me, this.....^{6th}.....
day of.....August.....2014.....
D. M. Clark
A COMMISSIONER FOR TAKING AFFIDAVITS

**FIRST AMENDED AND RESTATED
FORBEARANCE AGREEMENT**

BETWEEN

**BENIX & CO. INC., BOMBAY & CO. INC. AND BOWRING & CO. INC.,
AS BORROWERS AND GUARANTORS**

– and –

**CANADIAN IMPERIAL BANK OF COMMERCE,
as the Lender**

DATED AS OF AUGUST 5, 2014

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FIRST AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS AGREEMENT is dated as of August 5, 2014.

B E T W E E N :

**BENIX & CO. INC., BOMBAY & CO. INC.,
and BOWRING & CO. INC.**
(each as Borrowers and Guarantors)

- and -

**CANADIAN IMPERIAL BANK OF
COMMERCE**
(as the Lender)

CONTEXT:

- A. The Lender has provided certain financing arrangements under an Amended, Restated and Consolidated Credit Agreement dated December 13, 2010 between the Lender and Benix, Bombay and Bowring, as borrowers (as amended, restated or replaced, from time to time to the date hereof, including without limitation as amended by amendment no. 1 dated as of July 30, 2011, amendment no. 2 dated as of December 21, 2012 and amendment no. 3 dated as of July 23, 2013, 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 default constitutes one or more events of default thereunder.
- C. The Borrowers and the Lender entered into a forbearance agreement dated as of March 6, 2014 (the “**Original Forbearance Agreement**”) which forbearance agreement is amended and restated in its entirety by this Agreement.
- D. The Obligors are applying to the Ontario Superior Court of Justice sitting in Toronto, Ontario (the “**CCAA Court**”) for an order that they are entitled to and granted relief (the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) on or about August 6, 2014 (the “**CCAA Filing Date**”) (the “**CCAA Proceedings**”), which Initial Order will also extend protections to the Obligors, and the Obligors have requested the ongoing support of the Lender during the CCAA Proceedings.
- E. Given the existing relationship between the Lender and the Obligors under the Existing Credit Agreement and the other Loan Documents and given that the Borrowers must act quickly to preserve and protect the going concern value of their respective businesses, the Borrowers have concluded that the Lender is the most cost effective and timely source of working capital funds that is available and appropriate in the circumstances for the Borrowers in the CCAA Proceedings.

- F. The Borrowers have requested that the Lender continue to make available to the Borrowers certain credit facilities to meet their working capital requirements during the CCAA Proceedings and to forbear from exercising the Lender's rights as a result of the Existing Defaults and the commencement and existence of the CCAA Proceedings, and that the Lender extend credit and make advances (collectively, the "Loans") to the Borrowers despite those Existing Defaults in order to permit the Obligors to make a proposal to their unsecured creditors to facilitate the restructuring of their affairs under the CCAA Proceedings.
- G. The Approved CCAA Cash Flow forecasts that availability under the Existing Credit Agreement may not be sufficient to meet the working capital requirements of the Borrowers during the CCAA Proceedings and the Forbearance Period and the Obligors are requesting that the Lender provide additional availability in excess of the current availability and beyond that contemplated by the availability calculation formula under the Existing Credit Agreement.
- H. The Lender is willing to forbear from exercising certain of its rights and remedies and to provide certain Loans to the Borrowers 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 2.3.14.
- 1.2.2 "Additional Default" means any default under this Agreement, the Credit Agreement or any other Loan Document prior to or on or after the date of this Agreement, other than the Existing Defaults.
- 1.2.3 "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.

- 1.2.4 “**Applicable Law**” means, with respect to any Person, any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise), any judgement, order, writ, injunction, decision, ruling, decree or award, any regulatory policy, practice, guideline or directive, or any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting such Person or binding on or affecting the property of such Person.
- 1.2.5 “**Approved CCAA Cash Flow**” means the approved CCAA 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.
- 1.2.6 “**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).
- 1.2.7 “**Blocked Accounts**” is defined in paragraph (d) of Schedule 7.
- 1.2.8 “**Blocked Account Agreements**” is defined in paragraph (d) of Schedule 7.
- 1.2.9 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- 1.2.10 “**CCAA**” is defined under “Context”, above.
- 1.2.11 “**CCAA Court**” means a Canadian Court of competent jurisdiction (being the Ontario Superior Court of Justice (Commercial List)) with carriage of matters arising from and/or related to the CCAA Proceedings.
- 1.2.12 “**CCAA Filing Date**” is defined under “Context” above.
- 1.2.13 “**CCAA Proceedings**” is defined under “Context” above.
- 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 Borrower that is subject to, or intended to be subject to, any Security Interest 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 “**Consultant**” is defined in Section 2.3.10.
- 1.2.18 “**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.

- 1.2.19 “**Default**” means a default under or breach of any provision under the Credit Agreement or any other Loan Document.
- 1.2.20 “**Demand Letter**” is defined in Section 2.3.7.
- 1.2.21 “**DIP Priority Charge**” is defined in Section 7.1.1.5.2.
- 1.2.22 “**Existing Credit Agreement**” is defined under “Context” above.
- 1.2.23 “**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 CCAA Proceedings or any acknowledgement of insolvency made in connection therewith.
- 1.2.24 “**Existing Indebtedness**” means the Outstanding Obligations existing as at the date hereof including, without limitation, those Outstanding Obligations as more particularly described in Section 2.1 and Schedule 1.
- 1.2.25 “**Existing Security**” is defined in Section 2.4.
- 1.2.26 “**Forbearance Period**” is defined in Section 3.1.1.
- 1.2.27 “**Initial Order**” is defined in the “Context” above.
- 1.2.28 “**Loan Documents**” has the meaning given thereto in the Credit Agreement and includes, without limitation, this Agreement.
- 1.2.29 “**Loans**” is defined under “Context” above.
- 1.2.30 “**Monitor**” is defined in Section 2.3.12.
- 1.2.31 “**Non-Lender Accounts**” is defined in Section 4.1.6.
- 1.2.32 “**Obligors**” or “**Obligor**” means the Borrowers or any of them.
- 1.2.33 “**Operational Restructuring Plan**” is defined in Section 7.1.1.8.
- 1.2.34 “**Original Forbearance Agreement**” is defined under “Context” above.
- 1.2.35 “**Parties**” means, collectively, the Obligors and the Lender and “**Party**” means any one of them.
- 1.2.36 “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

1.2.37 “**Releasees**” and “**Releasee**” are defined in Section 8.3.1.

1.2.38 “**Terminating Event**” is defined in Section 6.5.

1.2.39 “**Termination Date**” is defined in Section 5.4.1.

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	Existing Indebtedness	1.2.24
Schedule 2	Approved CCAA Cash Flow	1.2.5
Schedule 3	Existing Security	2.4
Schedule 4	Non-Lender Accounts	4.1.6
Schedule 5	Schedules "M" and "N" of the Existing Credit Agreement	2.3.19 and 4.1.10
Schedule 6	Form of Weekly Borrowing Base Certificate	4.1.4.4.1(e)
Schedule 7	Requirements in respect of Blocked Accounts	4.1.14

ARTICLE 2 ACKNOWLEDGMENT

2.1 Acknowledgement of Obligations

Each Obligor confirms, acknowledges and agrees that the Existing Indebtedness as of the date of this Agreement is as set out 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 Obligor 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 Lender and that the Lender has the presently exercisable right to Demand immediate payment from the Obligors of the Outstanding Obligations and to immediately terminate the Credit Facilities provided under the Existing Credit Agreement;
- 2.3.3 subject to Section 3.1 of this Agreement, all of the Outstanding Obligations are and continue to be payable upon Demand by the Lender and the Lender has the presently exercisable right to demand immediate payment of the Outstanding Obligations and to immediately terminate the Credit Facilities 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 Lender has 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, subject to Section 3.3.3 of this Agreement, at the rates applicable to the Existing Indebtedness;
- 2.3.7 the Obligors received a demand letter, of even date with this Agreement, from the Lender including a notice of intention to enforce security issued under Section 244 of the BIA (collectively, the "**Demand Letter**") and the Obligors do not dispute their liability for the Existing Indebtedness demanded by the Lender or the immediate nature of the notice of such demand on any grounds whatsoever;
- 2.3.8 having acknowledged receipt of the Demand Letter, pursuant to Section 244(2) of the BIA, each of the Obligors agrees to waive the 10 day period and consents to the immediate enforcement of the Existing Security by the Lender upon the occurrence or existence of a Terminating Event;
- 2.3.9 each Obligor, 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 Lender under the Existing Credit Agreement and the other Loan Documents and Applicable Law in any manner determined by the Lender (including, without limitation, the immediate appointment of a receiver or receiver and manager);

- 2.3.10 Richter Advisory Group Inc. (the “**Consultant**”) has been retained by the Obligors and has been appointed as the financial consultant to the Obligors in respect of the Obligors, this Agreement, the Credit Agreement and the other Loan Documents and the Outstanding Obligations and the Lender is entitled to appoint any other consultants, in addition to the Consultant, as the Lender may require;
- 2.3.11 Deloitte Restructuring Inc. (the “**Lender Consultant**”) has been retained by the Lender as financial consultant to the Lender under an engagement letter dated July 7, 2014 and the Obligors hereby consent, and have consented, to such engagement (provided such consent shall not be deemed agreement by the Obligors to the specific terms of the “Consent and Agreement” attached to such engagement letter) ;
- 2.3.12 Richter Advisory Group Inc. (the “**Monitor**”) has consented to act as monitor under the Initial Order in the CCAA Proceedings;
- 2.3.13 each Obligor 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 Monitor, the Monitor’s counsel, the Consultant, the Lender Consultant and each other consultant as the Lender may require;
- 2.3.14 except for obligations in respect of accrued unpaid sales taxes not to exceed \$750,000 and accruing employee related obligations to employees, including wages and vacation pay, not yet due not to exceed \$1,300,000 (collectively, the “**Accrued Statutory Claims**”), as at the CCAA Filing Date, the Borrower has 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;
- 2.3.15 the Lender has and will continue to have valid, enforceable and perfected first ranking Security Interests, subject to Permitted Encumbrances over and in respect of the Collateral granted to or held by the Lender from time to time as continuing and collateral security for the Outstanding 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 Security Interests;
- 2.3.16 the Existing Credit Agreement, the other Loan Documents to which each Obligor is party and this Agreement are in full force and effect and constitute legal, valid and binding obligations of each Obligor, enforceable against each such Obligor in accordance with their respective terms;
- 2.3.17 the Obligors do not have any valid claim for set-off, counter-claim, damages or other defence on any basis whatsoever against the Lender and if there are any such claims,

then each Obligor hereby expressly waives and releases them to the fullest extent permitted under Applicable Law;

- 2.3.18 the Lender is 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;
- 2.3.19 Subordinated Debt owing by the Obligors as at the date hereof is as set forth in Schedule "N" of Schedule 5 hereto; and
- 2.3.20 the Approved CCAA Cash Flow existing as at the date hereof covers the period from August 3, 2014 to November 1, 2014.

2.4 **Security**

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

2.5 **Right to Offer Financing**

The Obligors have requested that the Lender consider the provision to the Borrowers of a new asset based credit facility in the event that a plan is proposed to the unsecured creditors of the Obligors in the CCAA Proceedings and is approved by such creditors and such plan is successfully implemented in accordance with the terms and conditions of such plan. The Lender is willing to consider the provision of such credit facility upon terms and conditions acceptable to the Lender in its sole and unfettered discretion and provided, among other things, the Lender obtains internal credit approval in respect thereof.

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 Obligors 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 Lender

agrees to forbear from making Demand under Section 11.01 of the Existing Credit Agreement, and from exercising its 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 Lender 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 Lender, subject to Applicable Law (including, if applicable, the Initial Order), to immediately exercise all or any part of its rights and remedies under this Agreement, the Credit Agreement, the other Loan Documents and Applicable Law (whether against all or any combination of the Obligors), including without limitation:

3.1.2.1 to immediately terminate each of the Credit Facilities 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 Outstanding Obligations and enforce all of the Lender's 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 a receiver or receiver and manager of any of the Obligors 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).

3.1.3 For greater certainty, Section 7.02(9) of the Existing Credit Agreement shall not apply in respect of any event, development, circumstance or situation up to the date of this Agreement of which the Bank has actual knowledge as at the date hereof.

3.2 **No Other Waivers; Reservation of Rights**

The Lender has not waived, and is 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 Lender has not agreed to forbear with respect to any of its 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 Lender has 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 and Interest

3.3.1 In consideration of the agreements set out in this Agreement, the Obligors jointly and severally agree to pay to the Lender the following fees in the aggregate amount of \$175,000 (collectively, the “**Forbearance Fees**”) comprised as follows:

3.3.1.1 \$50,000 which is fully earned, due and owing under the Original Forbearance Agreement (but which remains unpaid) and which is to be paid immediately upon the execution and delivery of this Agreement; plus

3.3.1.2 \$125,000 which will be fully earned as an amendment fee as at the date of this Agreement and is to be paid immediately upon the execution and delivery of this Agreement.

3.3.2 The Forbearance Fees are 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 Lender as at the date hereof) and may be charged by the Lender to any account of a Borrower maintained by the Lender. The Forbearance Fees will be fully earned by the Lender despite any failure by any Obligor to comply with any other term of this Agreement.

3.3.3 Notwithstanding Section 2.3.6 or any other provision of this Agreement or any provision within the Existing Credit Agreement or any other Loan Document:

3.3.3.1 Prime Rate Loans and US Base Rate Loans made under the Operating Facility shall be made at the Prime Rate plus 3.00% per annum or the US Base Rate plus 3.00% per annum, as applicable, with interest accruing from day to day from the date of each such Borrowing under the Operating Facility; and

3.3.3.2 the Borrowers shall pay to the Lender, in Canadian Dollars, an unused line fee (the “**Unused Line Fee**”) for the period commencing on the CCAA Filing Date and at all times thereafter until the Outstanding Obligations have been permanently and irrevocably repaid in full and Credit Facilities have been permanently and irrevocably reduced to nil, computed at a rate of 0.50% per annum on the average daily excess amount of the aggregate Combined Operating L/C Facility Limit over the aggregate of the outstanding principal amount of the Borrowings (including, for greater certainty, the face amount of all Letters of Credit issued by the Lender on

behalf of any Obligor), which Unused Line Fees shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Credit Facilities terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the Credit Facilities terminate, as the case may be) with all Unused Line Fees being computed on the basis of a year of 365 or 366 days, as the case may be, and payable for the actual number of days elapsed (including the first day but excluding the last day); and

- 3.3.3.3 the Letter of Credit Fee, for the purposes of this Agreement and the Credit Agreement, is increased from 1.30% per annum to: (a) in respect of Documentary L/Cs, 3.75% per annum, and (b) in respect of all other Letters of Credit issued by the Lender on behalf of an Obligor, 4.50% per annum; in each case, on the face amount of each Letter of Credit issued by the Lender.

ARTICLE 4 OBLIGATIONS OF THE OBLIGORS DURING FORBEARANCE PERIOD

4.1 Covenants of the Obligors

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

- 4.1.1 each Obligor must maintain as current all payments due or payable after the CCAA 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 CCAA 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 resiliations of contracts effected by any of the Obligors in accordance with the terms of the CCAA Proceedings and/or the Operational Restructuring Plan implemented in accordance therewith or to payments for goods or services provided or received by any and all of the Obligors before the date of the CCAA Filing Date but due or payable after the CCAA Filing Date or to any other payments stayed by the CCAA Proceedings;
- 4.1.2 each Obligor 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;

- 4.1.3 notwithstanding anything to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document:
- 4.1.3.1 no Obligor 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 Obligor in accordance with the terms of the Operational Restructuring Plan as consented to and approved by the Lender in writing;
 - 4.1.3.2 each Obligor agrees that no Corporate Distribution, distribution or capital expenditure, other than capital expenditures permitted under the CCAA Proceedings and contemplated in the Approved CCAA Cash Flow without the prior written consent of the Lender given on or after the date hereof; and
 - 4.1.3.3 notwithstanding clause 4.1.3.2 and unless otherwise agreed to by the Lender in writing on or after the date hereof, the Obligors shall not, in the aggregate, pay any key employee any bonus, incentive or retention payments in excess of \$100,000 in the aggregate, whether such payment was an obligation arising from a contract executed prior to the commencement of the CCAA Proceedings or otherwise;
- 4.1.4 the Obligors will forthwith provide to the Lender (at the cost of the Obligors):
- 4.1.4.1 a copy of any notice that it is required to give to any Person (including, without limitation, any landlord) pursuant to the CCAA Proceedings at the same time any such notice is required to be given to such Person;
 - 4.1.4.2 a copy of all reports and information respecting the business, financial condition or prospects of the Obligors (including, without limitation, all unredacted reports and information provided to any and all of the Obligors by the Consultant as the Lender may, from time to time, reasonably request); and
 - 4.1.4.3 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 Obligors in the CCAA Proceedings or other similar or ancillary proceedings in any other jurisdiction (excluding drafts of any report of the Monitor); subject in all cases to confidentiality restrictions (provided, however, that where disclosure to the Lender of the confidential information is not prohibited, the Lender is 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);

4.1.4.4 the following reporting information certified by the Chief Financial Officer of Obligor with respect to each such Obligor and in form and detail satisfactory to the Lender and the Consultant including:

4.1.4.4.1 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 Lender acting reasonably:

- (a) a report on a consolidated basis of the actual cash flow position and compared against the forecasts as contained in the Approved CCAA Cash Flow applicable at such time in respect of such immediately prior week;
- (b) a calculation of the Accounts which would not meet the criteria of an Eligible Credit/Debit Card Account;
- (c) a detailed, end-of-week listing of the inventory 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 Lender in its reasonable discretion (for greater certainty, such summaries and reports to include the dollar value thereof both at cost, determined on a first-in, first out basis, and at fair market value);
- (d) a calculation and report as to the inventory which does not meet the definition of Eligible Inventory;
- (e) a Borrowing Base Certificate substantially in the form of Schedule 6 hereto signed and delivered by a senior officer of the Obligor (as such form may be amended from time to time as required by the Lender) accompanied by such supporting detail and documentation as shall be requested by the Lender in its reasonable discretion;

4.1.4.4.2 monthly, within 30 calendar days of the last day of the immediately previous month (for such previous month) or

on such more frequent basis as determined by the Lender acting reasonably:

- (a) a copy of the internally generated general ledger report as at the month end;
- (b) Obligor prepared reconciliation of the cash receipts journal to the blocked depository account;
- (c) an Accounts aging report and a reconciliation of Accounts aging to the general ledger and to the financial statement as at the month end;
- (d) an accounts payable aging report and a reconciliation of accounts payable aging to the general ledger and to the financial statement as at the month end;
- (d) a reconciliation of the monthly inventory perpetual listing to the general ledger and to the financial statement as at the month end; and
- (e) copies of all material correspondence, actuarial valuation reports and other filings with any pension regulators or the applicable Governmental Authority to which such correspondence, reports and filings must be sent (including any filings furnished to the trustee under any pension plan and any valuation reports prepared by the Obligor's actuary and confirming that all contributions to be made in respect of the pension plans have been made when due);

4.1.4.4.3 promptly upon receipt (upon the reasonable request by the Lender):

- (a) a summary of the insurance coverages of the Obligors, in form and substance reasonably satisfactory to the Lender, and upon renewal of any insurance policy, a copy of an insurance certificate summarizing the terms of such policy, and upon request by the Lender, 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 Lender or an Affiliate thereof) approved by the Lender with respect to the Eligible

Credit/Debit Card Accounts and Eligible Inventory components included in the Borrowing Base;

- (c) the results of any physical verification that any Obligor 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 Obligors as the Lender may in its discretion request at any time by an appraiser that is acceptable to the Lender, acting reasonably;

4.1.4.4.4

promptly after any Obligor learns of the receipt or occurrence thereof, a certificate of such Obligor, signed by a senior officer of such Obligor, 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 Obligor 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 Obligor which would reasonably be expected to have a Material Adverse Effect;
- (c) any event which constitutes a Default or event of default, together with a detailed statement specifying the nature thereof and the steps being taken to cure such Default or event of 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 Obligor 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 Obligor is taking or proposes 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;

4.1.4.4.5 promptly:

- (a) after receipt by any Obligor, a copy of any notice received by any Obligor 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 such Obligor,
- (b) after receipt by any Obligor, subject to the prior consent of the Monitor, copies of any draft and/or final report to be issued by the Monitor in connection with the CCAA Proceedings,
- (c) a copy of any and every final plan of arrangement to be filed by any Obligor with the CCAA Court pursuant to the CCAA Proceedings, to be provided to the Lender not less than five (5) Business Days immediately prior to such plan of arrangement being proposed to the creditors of any Obligor or filed with the CCAA Court;

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

4.1.4.4.7 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 Lender from time to time.

4.1.5 **Cooperation and Information:** Each Obligor agrees and acknowledges that:

- 4.1.5.1 it has consulted with the Lender, the Monitor, the Consultant and the Lender Consultant in developing the Operational Restructuring Plan before it was implemented;

- 4.1.5.2 the Operational Restructuring Plan is subject to the full and detailed review by the Lender, the Monitor, the Consultant and the Lender Consultant and to the consent and approval of the Lender in writing.
- 4.1.5.3 it will co-operate fully with the Lender, the Monitor, the Consultant and the Lender Consultant including providing all information reasonably requested by any of the Lender, the Monitor, the Consultant or the Lender Consultant and providing the Lender, the Monitor, the Consultant and the Lender Consultant, and their agents, consultants and advisors (including, without limitation, any financial advisor appointed by the Lender) full access to each Obligor'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.
- 4.1.6 **Use of Non-Lender Accounts:** Each Obligor 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 Lender 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 Borrower'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 Lender 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 Borrower in respect of such applicable retail location.
- 4.1.7 **Security:** The Obligors will from time to time execute and deliver additional Guarantees and such supplements, amendments or additions as may be requested by the Lender to any of the existing Security held by the Lender (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.
- 4.1.8 **Suspension of Existing Financial Covenants:** The Obligors and the Lender agree that compliance with the financial covenants set forth in Section 9.02 of the Existing Credit Agreement shall be temporarily suspended, and the Lender will not exercise any of the rights under the Existing Credit Agreement or the other Loan Documents solely in respect of any breach of such financial covenants, including pursuant to Sections 3.08, 7.02(5), 8.01(9) or 8.01(21) of the Existing Credit Agreement, before or during the Forbearance Period.
- 4.1.9 **No Non-arm's Length Payments:** Without derogation to any negative covenants contained in the Credit Agreement and subject to Section 4.1.3, no Obligor 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 with at arm's length except for payments of salaries in the ordinary

course of business and consistent with historical salary payments (excluding bonuses).

- 4.1.10 **Schedules “N” and “M” of the Existing Credit Agreement:** Schedules “N” and “M” of the Existing Credit Agreement are hereby deleted in their entirety and replaced with Schedules “N” and “M” attached at Schedule 5 hereto, provided such replacement Schedule “N” may be further amended from time to time by the delivery to the Lender of a substitute Schedule “N” reflecting further loans as may be advanced by the Subordinated Lenders from time to time.
- 4.1.11 **Further Assurances:** Each Obligor will provide any further or additional documents, whether provided for in this Agreement, the Credit Agreement, any other Loan Documents or otherwise, that the Lender may require to ensure that the Lender has full and complete Guarantees from each Obligor and a first ranking Security Interest, subject to Permitted Encumbrances, against such assets, properties and undertaking of the Obligors as the Lender requires (including all amendments or supplements to any of this Agreement, the Credit Agreement or any other Loan Document (including all Security) and all additional or supplemental debentures, mortgages, charges, assignments, pledges and/or other security deemed necessary or desirable by the Lender).
- 4.1.12 **Loan Document Covenants:** Each Obligor 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 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.
- 4.1.13 **13-week Cash Flow Projections:** The Obligors agree that they will: (i) update and roll forward the Approved CCAA Cash Flow on a weekly basis and updated Approved CCAA Cash Flows shall be delivered to the Lender by 12:00 noon on the third Business Day of each week during the Forbearance Period, in form acceptable to the Lender, acting reasonably, (including an explanation of variances from prior Approved CCAA Cash Flow forecasts); and (ii) deliver to the Lender promptly such additional information as the Lender may from time to time reasonably request respecting any such Approved CCAA Cash Flow (failing which such Approved CCAA Cash Flow shall not be acceptable to the Lender).
- 4.1.14 **Blocked Accounts:** Each Obligor agrees as follows:
- 4.1.14.1 that it 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 its accounts that receive proceeds of inventory or other Property subject to a Security Interest in favour of the Lender (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 7 hereto;

- 4.1.14.3 to, at its expense: (a) provide the Lender with prior written notice of any and all 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 Obligor after the date hereof of any such new account, to provide the Lender with details of such new account and cause any such new account that receives proceeds of inventory or other Property subject to a Security Interest in favour of the Lender to be a Blocked Account subject to duly executed and delivered Blocked Account Agreement and complying in all respects with the terms set forth in Schedule 7 hereto;
- 4.1.14.4 that, for the purposes of the Credit Agreement, the Blocked Account Agreements are each hereby deemed to be a Loan Document;
- 4.1.14.5 that, commencing the date which is twenty (20) Business Days following the CCAA Filing Date and at all times thereafter: (a) each of the Obligors' accounts with the Lender that receive proceeds of inventory or other Property subject to a Security Interest in favour of the Lender (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 7 hereto, (b) it shall have delivered to the Lender evidence satisfactory to the Lender that blocked account and cash management systems with the Lender complying in all respects with the terms set forth in Schedule 7 hereto have been established and are currently being maintained in the manner set forth in Schedule 7 hereto, and (c) it shall have delivered to the Lender copies of duly executed tri-party blocked account and other control agreements satisfactory to the Lender, acting reasonably, with the Lender as required by the Lender in its sole discretion; and
- 4.1.14.6 that, commencing the date which is sixty (60) Business Days following the CCAA Filing Date and at all times thereafter: (a) each of the Obligors' accounts with all other Persons that receive proceeds of inventory or other Property subject to a Security Interest in favour of the Lender 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 7 hereto, (b) it shall have delivered to the Lender evidence satisfactory to the Lender that blocked account and

cash management systems with all such other Persons complying in all respects with the terms set forth in Schedule 7 hereto have been established and are currently being maintained in the manner set forth in Schedule 7 hereto, and (c) it shall have delivered to the Lender copies of duly executed tri-party blocked account and other control agreements satisfactory to the Lender, acting reasonably, with all such other Persons as required by the Lender in its 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 Lender hereunder in order for the Lender to manage and monitor its 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 Lender is relying on the Obligors' acknowledgement, confirmation and agreement with respect to such cash management arrangements in making accommodations of credit available to the Borrowers and in particular that any accommodations of credit are being provided by the Lender to the Borrowers 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 Obligors in the 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 definitions are hereby added to Section 1.01 of the Existing Credit Agreement to appear in the applicable alphabetical order therein:

“**Accounts**” means, in respect of each Obligor, all of such Obligor's now existing and future: (a) accounts (as defined in the PPSA), and any and all other receivables (whether or not specifically listed on schedules furnished to the Lender), including all accounts created by, or arising from, all of such Obligor's sales, leases, loans, rentals of goods or renditions of services to its customers, including those accounts arising under any of such Obligor's trade names or styles, or through any of such Obligor's divisions; (b) any and all instruments, documents, bills of exchange, notes

or any other writing that evidences a monetary obligation and chattel paper (including electronic chattel paper) (all as defined in the PPSA); (c) unpaid seller's or lessor's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating to the foregoing or arising therefrom; (d) rights to any goods represented by any of the foregoing, including rights to returned, reclaimed or repossessed goods; (e) reserves and credit balances arising in connection with or pursuant thereto; (f) guarantees, indemnification rights, supporting obligations, payment intangibles, tax refunds and letter of credit rights; (g) insurance policies or rights relating to any of the foregoing; (h) intangibles pertaining to any and all of the foregoing (including all rights to payment, including those arising in connection with bank and non-bank credit cards), and including books and records and any electronic media and software relating thereto; (i) notes, deposits or property of borrowers or other account debtors securing the obligations of any such borrowers or other account debtors to such Obligor; (j) cash and non cash proceeds (as defined in the PPSA) of any and all of the foregoing; and (k) all monies and claims for monies now or hereafter due and payable in connection with any and all of the foregoing or otherwise.

“Availability Block” means an amount equal to \$2,500,000.

“Availability Reserves” means, as of any date of determination, such amounts as the Lender may from time to time establish and revise in its reasonable discretion reducing the Borrowing Base which would otherwise be available to the Borrowers under the lending formulas provided for herein (a) to reflect criteria, events, conditions, contingencies or risks which, as determined by the Lender in its reasonable discretion, do or may affect either (i) any component of the Borrowing Base or its value, (ii) the assets, business, operations, industry, financial performance, financial condition or prospects of the Obligors, or (iii) the security interests and other rights of the Lender in the Collateral (including the enforceability, perfection and priority thereof or the realization thereon), or (b) to reflect the Lender's reasonable belief that any collateral report or financial information furnished by or on behalf of any of the Obligors to the Lender is or may have been incomplete, inaccurate or misleading, or (c) in respect of any state of facts which the Lender determines constitutes a Default or an event of default. Without limiting the foregoing, the Lender, in its reasonable discretion, may establish and/or increase Availability Reserves (but without duplication) in respect of: (a) (i) rental payments or similar charges for any of the leased premises of any Obligor or other collateral locations for which the relevant Obligor has not delivered to the Lender a landlord's waiver or bailee's waiver, plus (ii) any other fees or charges owing by any Obligor to any applicable warehousemen or third party processor (all as determined by the Lender in its reasonable business judgement), plus (iii) any reserve established by the Lender on account of mortgagee waivers not delivered to the Lender as

required by this Agreement, the Credit Agreement or any other Loan Document; (b) any reserve established by the Lender on account of statutory claims, deemed trusts, or inventory subject to rights of suppliers under Section 81.1 of the BIA (generally known as the "30-day goods" rule) or on account of employees' rights under Section 81.3 or Section 81.4 of the BIA; (c) liabilities of any Obligor under any blocked account agreement, (d) employee or employee benefit related liabilities and any other claims which may have priority over the claims of the Lender, including Priority Payables; (e) liabilities arising under or in respect of any pension plan which, if not paid, could result in a Security Interest on any of the Property of any Obligor (including, without limitation, liabilities arising under Section 81.5 or Section 81.6 of the BIA), (f) claims by Her Majesty in Right of Canada made pursuant to Section 224(1.2) or 224(1.3) of the ITA, (g) claims pursuant to any provision of the Canada Pension Plan or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution (as defined in the Canada Pension Plan), or employee's premium or employer's premium (as defined in the *Employment Insurance Act* (Canada)), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts, (h) claims pursuant to any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA or is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection; (i) reserves as the Lender, from time to time, determines in its sole discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Obligors with respect to automated clearing house transactions, cash management services (including controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services), foreign exchange facilities, credit card processing services, credit or debit cards or purchase cards then provided or outstanding, (j) royalties payable to Persons who are not Obligors in respect of licensed merchandise, (k) the deductible amounts for which the Obligors may be responsible pertaining to any Eligible Credit/Debit Card Account insured by any insurance provider, and (l) such other reserves as the Lender may at any time or times deem necessary in its reasonable judgment as a result of: (x) negative forecasts and/or trends in the business, operations, industry, prospects, profits, operations or financial condition or assets of any of the Obligors or (y) other issues, circumstances or facts that could otherwise negatively impact any Obligor,

its business, operations, industry, prospects, profits, operations or financial condition or assets.

“**BBC Availability**” means, as of any date, the amount calculated as:

- (a) the lesser of: (i) the Borrowing Base, and (ii) the Operating Facility Limit, less
- (b) the aggregate Outstanding Obligations under the Operating Facility;

in each case, as of such date (and determined on the basis that all debts and obligations of the Obligors incurred in respect of goods or services provided after the date of the Initial Order in the CCAA Proceedings shall be current and all accounts payable of the Obligors incurred in respect of goods or services provided after the date of the Initial Order in the CCAA Proceedings shall be handled in the normal course of business consistent with past practices).

“**Credit Card Receivables**” means each Account together with all income, payments and proceeds thereof, owed by a major credit or debit card issuer (including, but not limited to, Visa, MasterCard, GE Money (with respect to private label credit cards) and American Express and such other issuers approved by the Lender) to an Obligor resulting from charges by a customer of an Obligor on credit or debit cards issued by such issuer in connection with the sale of goods by an Obligor, or services performed by an Obligor, in each case in the ordinary course of its business.

“**DIP Excess Limit**” means \$5,000,000 to and including January 19, 2015 and, thereafter, \$nil.

“**Eligible Account**” means, at any time, the invoice amount (which shall be the Canadian Dollar Equivalent Amount at such time of any amount denominated in US\$) owing on each Account of an Obligor (net of any holdbacks, credit balance, returns, trade discounts, contras, unapplied cash, unbilled amounts, tax refunds that have not yet been received or retention or finance charges or any other dilutive factors) which meet such standards of eligibility as the Lender shall establish from time to time in its sole and absolute discretion; provided that, in any event, no Account shall be deemed an Eligible Account unless each of the following statements is accurate and complete (and by including such Account in any computation of the applicable Borrowing Base, the Obligors shall be deemed to represent and warrant to the Lender the accuracy and completeness of such statements and the compliance of each such Account with each such other eligibility standard established by the Lender):

- (1) Such Account is a binding and valid obligation of the obligor thereon and is in full force and effect;

- (2) Such Account is evidenced by an invoice and is payable in either Canadian Dollars or US Dollars;
- (3) Such Account is genuine as appearing on its face or as represented in the books and records of the applicable Obligor;
- (4) Such Account is free from claims regarding rescission, cancellation or avoidance, whether by operation of Applicable Law or otherwise;
- (5) Payment of such Account is less than 90 days past the original invoice date thereof and less than 60 days past the original due date thereof (or such other timeframe as may be specifically consented to in writing by the Lender);
- (6) Such Account is net of concessions, offset, deduction, contras, returns, chargebacks or understandings with the obligor thereon that in any way could reasonably be expected to adversely affect the payment of, or the amount of, such Account;
- (7) The Lender has a first-priority perfected Security Interest covering such Account and such Account is, and at all times will be, free and clear of all other Security Interests (other than Permitted Encumbrances);
- (8) The obligor on such Account is not an Affiliate or a director, officer or employee of any Obligor;
- (9) Such Account arose in the ordinary course of business of the applicable Obligor out of the sale of goods or services by such Obligor;
- (10) Such Account is not payable by an obligor in respect of which 50% or more (by amount) of the total aggregate Accounts owed to the applicable Obligor by such obligor or any of its Affiliates are more than 90 days past the original invoice date thereof or more than 60 days past the original due date thereof;
- (11) All consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given in connection with the execution, delivery and performance of such Account by each party obligated thereunder, or in connection with the enforcement and collection thereof by

the Lender, have been duly obtained, effected or given and are in full force and effect;

- (12) To the best of the Borrowers' knowledge, the obligor on such Account is not an individual, and is not the subject of any bankruptcy or insolvency proceeding, does not have a trustee or receiver appointed for all or a substantial part of its property, has not made an assignment for the benefit of creditors, admitted its inability to pay its debts as they mature, suspended its business or initiated negotiations regarding a compromise of its debt with its creditors, and the Lender, in its reasonable discretion, is otherwise satisfied with the credit standing of such obligor;
- (13) The chief executive office of the obligor of such Account is located in the United States of America or Canada and the obligor of such Account is organized and existing under the laws of the United States of America or a state thereof or the federal laws of Canada, a province or territory thereof;
- (14) The obligor of such Account is not a Governmental Authority, if the enforceability or effectiveness against such Governmental Authority of an assignment of such Account is subject to any precondition which has not been fulfilled;
- (15) Each of the representations and warranties set forth in this Agreement and each of the other Loan Documents with respect to such Account is true and correct on such date;
- (16) A cheque, promissory note, draft, trade acceptance or other instrument has not been received with respect to such Account (or with respect to any other account due from the same account debtor), presented for payment and returned uncollected for any reason;
- (17) Such Account is not in respect of a volume rebate;
- (18) The assignment (whether absolutely or by way of security) of such Account is not limited or restricted by the terms of the contract evidencing or relating to such Account or, if assignment of such Account is so limited or restricted, all consents have been received by the applicable Obligor as required to permit the valid and lawful assignment of such Account notwithstanding such limitation or restriction or the laws of the jurisdiction(s) governing such assignment provide that such limitation or restriction is ineffective and

unlawful as against the secured creditor with a security interest therein; and

- (19) Such Account is not an Account which the Lender, in the exercise of its good faith credit discretion, has determined to be ineligible for any other reason, including the Lender's determination that the prospect of the collection of such Account is impaired or that the Account may not be paid because of the account debtor's inability to pay or any other reason as may be customary either in the commercial lending industry or in the lending practices of the Lender.

"Eligible Credit/Debit Card Accounts" means each Credit Card Receivable which, at the time of creation and at the time of determination: (i) has been earned by performance and represents the bona fide amounts due to an Obligor from a credit card payment processor and/or credit card issuer, and in each case originated in the ordinary course of business of such Obligor, (ii) in each case is acceptable to the Lender in its sole reasonable credit judgment, and is not ineligible pursuant to any of clauses (a) and (b) below and (iii) in each case satisfies all of the requirements of, and constitutes, an Eligible Account. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, a Credit Card Receivable shall indicate no Person other than an Obligor as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount: (x) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that an Obligor may be obligated to rebate to a customer, a credit card payment processor, or credit card issuer pursuant to the terms of any agreement or understanding (written or oral)) and (y) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Obligor to reduce the amount of such Credit Card Receivable. Any Credit Card Receivables meeting the foregoing criteria shall be deemed Eligible Credit Card Receivables but only as long as such Credit Card Receivable is not included within any of the following categories, in which case such Credit Card Receivable shall not constitute an Eligible Credit Card Receivable:

- (a) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale; and
- (b) Credit Card Receivables as to which the processor has the right under certain circumstances to require an Obligor to repurchase the Credit Card Receivable from such credit card processor.

“Eligible In-Transit Inventory” means all finished goods inventory owned by an Obligor (and not covered by letters of credit) which inventory is in transit to an Obligor’s facilities or a storage facility of another Person who has delivered a satisfactory warehouse agreement to the Lender and which inventory: (a) is owned by an Obligor, (b) has not yet been delivered to an Obligor, (c) is fully insured by an insurer reasonably satisfactory to the Lender, (d) is subject to a first priority Security Interest upon such inventory in favour of the Lender at the point of origin and at the point of destination, and is subject to no other Security Interests (except for any possessory lien upon such goods in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such goods to an Obligor), (e) is evidenced or deliverable pursuant to a document of title, designating an Obligor as consignee and in each case as to which a customs broker agreement or other similar agreement, reasonably satisfactory to the Lender, is in effect and the documents of title have been delivered to such customs broker, (f) has not been in-transit for longer than 60 days from the date of shipment, (g) is the subject of a bill of lading held by the Obligors, and (h) is otherwise deemed to be “Eligible Inventory” hereunder.

“ETA” means Part IX of the *Excise Tax Act* (Canada) as amended from time to time (or any successor statute).

“GST” means the goods and services tax and all other amounts payable under the ETA or any similar legislation in any other jurisdiction of Canada, including QST and HST.

“HST” means all amounts payable as harmonised sales tax in the Provinces of Ontario, Nova Scotia, Newfoundland and New Brunswick under the ETA.

“NOLV Amount” means the net orderly liquidation value of Eligible Inventory of the Obligors (as determined by the Lender) based on an independent appraisal by an appraiser acceptable to the Lender. The Lender reserves the right to determine eligibility in its sole discretion, acting reasonably.

“QST” means the Quebec sales tax imposed pursuant to an *Act respecting the Québec sales tax*.

“Standard Cost” means the standard cost of inventory determined in accordance with the applicable Obligor’s inventory policy, consistently applied, and excludes any portion of cost representing intercompany profit or gain in the case of inventory acquired from an Affiliate of any Obligor.

5.1.2 The definitions of “Borrowing Base”, “Combined Operating L/C Facility Limit”, “Eligible Inventory”, “Operating Facility Limit”, “L/C Facility Limit” and “Priority

Payables” in Section 1.01 of the Existing Credit Agreement are hereby deleted and replaced with the following applicable definitions:

“Borrowing Base” means, at any time, the aggregate of:

- (a) 90% of Borrowers’ Eligible Credit/Debit Card Accounts at such time, plus
- (b) (x) 85% of the NOLV Amount of Eligible Inventory at any such time occurring between February 1 of any year through to and including September 30 of that same year, or (y) 90% of the NOLV Amount of Eligible Inventory at any such time occurring between October 1 of any year through to and including January 31 of the immediately following year, less
- (c) the Availability Reserves (including, without limitation, all Priority Payables) at such time, less
- (d) the Availability Block, less
- (e) an amount equal to the product obtained by multiplying the face amount of the documentary import letters of credit at such time (which have been issued on behalf of the Obligors in support of the shipment to the Obligors of inventory but which such letters of credit have not yet been accepted) by 30%, less
- (f) the face amount of all Letters of Credit (other than those Letters of Credit which are the subject of subsection (e) immediately above) at such time;

provided that, the aggregate amount included in the Borrowing Base on account of Eligible In-Transit Inventory shall not exceed \$5,000,000 in aggregate at any time.

“Combined Operating L/C Facility Limit” means the Operating Facility Limit plus the L/C Facility Limit.

“Eligible Inventory” means, at any time with respect to an Obligor, all inventory of such Obligor valued in Canadian Dollars on a lower of Standard Cost or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a weekly basis, which meets such standards of eligibility as the Lender shall establish from time to time in its sole and absolute discretion; provided that, in any event, no inventory shall be deemed Eligible Inventory unless each of the following statements is accurate and complete (and by including such inventory in any computation of the applicable Borrowing Base, the

Obligors shall be deemed to represent and warrant to the Lender the accuracy and completeness of such statements and the compliance of such inventory with each such other eligibility standard established by the Lender):

- (1) Such inventory is in good condition, merchantable, meets all standards imposed by Applicable Law and any Governmental Authority having regulatory authority over it or its use and/or sale (including product labelling, care labelling and country of origin labelling standards) and is not obsolete and is either currently usable or currently saleable in the normal course of business of an Obligor;
- (2) Such inventory is:
 - (a) in the possession of such Obligor and located on real property owned or leased by such Obligor within the United States of America or Canada (provided that, if such inventory is located on real property leased by such Obligor, the landlord of such real property shall have executed and delivered to the Lender a landlord waiver (in form and substance satisfactory to the Lender), or the Lender shall have been advised that such inventory is located on leased property and been given the opportunity to establish Availability Reserves in respect thereof), or
 - (b) in the possession of a bailee within the United States of America or Canada and such bailee shall have executed and delivered to the Lender, a bailee letter (in form and substance satisfactory to the Lender), or the Lender shall have been advised that such inventory is in the possession of a bailee and been given the opportunity to establish Availability Reserves in respect thereof, or
 - (c) Eligible In-Transit Inventory;
- (3) Each of the representations and warranties set forth in the this Agreement, the Credit Agreement and the other Loan Documents with respect to such inventory is true and correct on such date;
- (4) The Lender has a first-priority perfected Security Interest covering such inventory, and such inventory is, and at all

times will be, free and clear of all Security Interests other than Permitted Encumbrances;

- (5) Such inventory does not include goods (i) that are not owned by such Obligor, (ii) that are held by such Obligor pursuant to a consignment agreement, or (iii) that are discontinued goods;
- (6) Such inventory is not subject to repossession under the BIA except to the extent the applicable vendor has entered into an agreement with the Lender, in form and substance reasonably satisfactory to the Lender, waiving its right to repossession;
- (7) Such inventory does not consist of store room materials, supplies, parts, samples, prototypes, packing and shipping materials, display items, samples or defective goods which have been returned by a buyer;
- (8) Such inventory does not consist of: (a) goods that are discontinued, obsolete, expired, slow-moving, unsaleable, shop-worn, damaged, unfit for sale or is of substandard quality (as determined by the Lender in its sole discretion with reference to appropriate appraisal reports and ordinary industry practices) or (b) returned, rejected or repossessed or (c) used goods taken in trade or (d) inventory held as layaway for customers of an Obligor;
- (9) Such inventory is covered by casualty insurance or any other insurance as required by this Agreement, the Credit Agreement or any other Loan Document;
- (10) to the extent such inventory has not been paid for by an Obligor, such inventory is identifiable as inventory delivered to an Obligor within the previous 30 days, is in the same state as it was on delivery, and is not subject to a bona fide agreement for sale to an arm's length purchaser in the ordinary course of business;
- (11) Such inventory is not inventory which the Lender has determined in the exercise of its reasonable discretion that the Lender may not sell or otherwise dispose of in accordance with the terms of the applicable Security without infringing upon the rights of another Person or violating any contract with any other Person;
- (12) Such inventory is not covered by a negotiable document of title (unless it otherwise constitutes Eligible In-Transit

Inventory), unless such document has been delivered to the Lender with all necessary endorsements and insurance on terms and conditions satisfactory to the Lender, free and clear of all Security Interests except those in favour of the Lender and Permitted Encumbrances;

- (13) Such inventory is not inventory which the Lender, in the exercise of its good faith credit discretion, determines to be not acceptable for any other reasons, including those which are customary either in the commercial lending industry or in the lending practices of the Lender (and taking into account the independent appraisals of any appraiser, including any and all appraisals hereafter undertaken from time to time and at any time by the Consultant or by any other consultant to be engaged by the Lender as the Lender may decide from time to time); and
- (14) inventory that, on a first-in first-out basis, has not been in the possession of the Obligors for a period of greater than twelve months.

“L/C Facility Limit” means \$3,800,000 to and including January 19, 2015 and, thereafter, \$nil.

“Operating Facility Limit” means the DIP Excess Limit plus: (a) commencing as at the date hereof to and including December 31, 2014, \$15,000,000, (b) commencing January 1, 2015 to and including January 19, 2015, \$10,000,000, and (c) thereafter, \$nil.

“Priority Payables” means, with respect to any Person, any amount payable by such Person which is secured by a Security Interest which ranks or is capable of ranking prior to or pari passu with the Security Interests created by the Security in respect of any Eligible Credit/Debit Card Accounts or Eligible Inventory, including amounts owing for wages, vacation pay, severance pay, employee deductions, sales tax, excise tax, tax payable pursuant to the ETA (net of GST input credits), income tax, workers compensation, government royalties, pension fund obligations, Canadian Pension and other pension plan obligations, real property tax and other statutory or other claims that have or may have priority over, or rank pari passu with, such Security Interests created by the Security.

- 5.1.3 Section 3.02(6) of the Credit Agreement is deleted in its entirety.
- 5.1.4 The definition of **“Transferrable Limit Amount”** in Section 3.02(6) of the Credit Agreement is deleted in its entirety.
- 5.1.5 The Borrowers acknowledge and agree that the Benix Instalment Facility and the Bombay Instalment Facility are fully drawn and are non-revolving. The Outstanding

Benix Instalment Loans and the Outstanding Bombay Instalment Loans as at the date hereof are set out in Schedule 1.

- 5.1.6 Except to the extent otherwise set forth in this Agreement, Credit Facilities shall continue in accordance with their terms and conditions as set forth in the Existing Credit Agreement.
- 5.1.7 Notwithstanding any provision within the Existing Credit Agreement or any other Loan Document, Borrowings by way of Bankers' Acceptance are not available during the Forbearance Period and the Borrowers shall not request any Borrowing by way of Bankers' Acceptances.

5.2 **Availment**

- 5.2.1 Notwithstanding any provision within the Existing Credit Agreement or any other Loan Document, each Borrower acknowledges and agrees that the only Credit Facility available to it for further Borrowings, subject to the terms of the Existing Credit Agreement as amended by this Agreement, is the Operating Facility and the L/C Facility.
- 5.2.2 Notwithstanding any provision within the Existing Credit Agreement or any other Loan Document, each Borrowing under the Operating Facility 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".
- 5.2.3 The aggregate of all Outstanding Obligations under the Operating Facility shall not exceed the lesser of: (a) the Borrowing Base, and (b) the Operating Facility Limit.
- 5.2.4 So long as the Obligors have complied with all of their obligations under this Agreement, the Credit Agreement and the other Loan Documents and no Terminating Event (for greater certainty, save and except for the Existing Defaults) has occurred, then, despite the Existing Defaults, the Lender agrees to renew, replace and issue new Letters of Credit under the L/C Facility, in an aggregate amount not exceeding \$3,800,000 (provided that no such renewal, replacement or new issuance will have a term longer than 6 months).

5.3 **Purpose**

- 5.3.1 The proceeds of Borrowings under the Operating Facility shall, subject to the provisions of this Agreement, be used for funding in the ordinary course operations and restructuring of the Obligors in Canada during the CCAA Proceedings, the Obligors' out-of-pocket costs incurred in connection with the CCAA Proceedings (including all reasonable fees and expenses of the Lender Consultant, the Consultant, the Monitor, the Monitor's counsel and the Borrowers' counsel), and for such other

purposes as may be agreed to by the Lender in writing; all in accordance with the Approved CCAA Cash Flow and the Operational Restructuring Plan.

5.4 **Maturity**

5.4.1 All amounts owing by the Obligors to the Lender in connection with this Agreement, the Credit Agreement and all other Loan Documents shall be paid by the Obligors to the Lender in full on the Termination Date. The “**Termination Date**” shall be the date which is the earliest of:

- 5.4.1.1 two (2) days following the receipt by the Lender of written notice by any of the Borrowers of termination of any or all of the Credit Facilities;
- 5.4.1.2 the date of issuance of a Demand by the Lender for repayment of any or all of the Outstanding Obligations upon the occurrence of a Default or an event of default (other than an Existing Default) after the CCAA Filing Date;
- 5.4.1.3 the implementation date of any plan of compromise and/or arrangement under the CCAA Proceedings;
- 5.4.1.4 the date on which the stay imposed under the CCAA Proceedings is lifted, in whole or in part, in a manner that has an adverse effect on the Lender’s Security, is terminated or lapses without extension, unless the Lender consents thereto;
- 5.4.1.5 January 20, 2015 or such other date as may be agreed to by the Lender; and
- 5.4.1.6 the occurrence or existence of any Terminating Event.

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

Each of the Obligors represents, warrants and covenants with and to the Lender 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 Obligors to the Lender 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 Obligor on the date of, and within, this Agreement.

6.2 Full Effect of Documents

This Agreement, the Existing Credit Agreement and the other Loan Documents are in full force and effect, except as modified by this Agreement.

6.3 No Conflict

The execution and delivery and performance of this Agreement by each Obligor will not violate any requirement of Applicable Law or any contractual obligation of each Obligor, and will not result in, or require, the creation or imposition of any Security Interest on any of its properties or revenues.

6.4 The Lender May Pursue Rights and Remedies

Nothing in this Agreement will prejudice the Lender's rights to pursue any of its rights or remedies including, without limitation, enforcing its rights under any of this Agreement, the Existing 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 Lender, 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 days of receipt of written notice thereof from the Lender or of actual knowledge by any Obligor of such occurrence, provided that such Additional Default is reasonably capable of being cured;
- 6.5.2 if any Obligor otherwise fails to comply with the terms and conditions of this Agreement (other than as provided for in Section 6.5.1) the Existing Credit Agreement (as amended hereby) or any of the other Loan Documents (other than the Existing Defaults) and such failure is not cured within three days of such failure to comply (except in the case of Section 6.5.17 where there shall be no cure period), provided that such failure to comply is reasonably capable of being cured;
- 6.5.3 if any Obligor otherwise fails to comply with the terms and conditions of Section 6.1 hereof and such failure is not cured within three days of receipt of written notice thereof from the Lender or of actual knowledge by any Obligor of such failure to comply, provided that such failure to comply is reasonably capable of being cured;

- 6.5.4 subject at all times to the limitations set out in this Agreement and the Credit Agreement (including, without limitation to the Borrowing Base and credit limits set forth herein), if, in any given week during the Forbearance Period, the actual "Notional BBC" (as shown on the then-current Approved CCAA Cash Flow) is less than the projected "Notional BBC" (as shown on the Approved CCAA Cash Flow as at the CCAA Filing Date) by more than the following: (a) for weeks ending during the period from the date hereof to and including September 30, 2014, \$600,000; (b) for weeks ending between October 1, 2014 and October 31, 2014, \$800,000; (c) for weeks ending between November 1, 2014 and November 30, 2014, \$1,000,000; and (iv) for weeks ending between December 1, 2014 and January 20, 2015, \$1,200,000.;
- 6.5.5 except as may be expressly consented to by the Lender, if any court of competent jurisdiction, including, without limitation the CCAA Court, makes any order declaring that all or part of any one or more Obligor's property is subject to a security or charge in favour of any party other than the Lender and such court ordered charge purports to rank in any manner whatsoever in priority to any claim of the Lender under the Security Interests in the Security or the DIP Priority Charge;
- 6.5.6 if, on or after the date of this Agreement:
- 6.5.6.1 the aggregate Outstanding Obligations at any time under: (a) the Operating Facility exceed the Borrowing Base at such time, (b) under the Operating Facility exceeds the Operating Facility Limit at such time, or (b) under the L/C Facility exceeds the L/C Facility Limit; and, in each case, the Obligors do not repay such excess amount within one (1) Business Day (or, in the case, of the L/C Facility, arrange for the return to the Lender of undrawn Letters of Credit with a face amount sufficient to bring the Obligors back within the L/C Facility Limit within three (3) Business Days),
 - 6.5.6.2 if the CCAA Proceedings is terminated without the prior or concurrent consent of the Lender,
 - 6.5.6.3 if this Agreement expires without extension, or
 - 6.5.6.4 if the Monitor reports to the CCAA Court that there has been a material adverse change in respect of any of the Obligors and/or the CCAA Proceedings;
- 6.5.7 if any Obligor defaults in any payment on its due date of any amount payable by it after the date of the CCAA Filing Date in respect of services provided to or goods received by such Obligor after the date of the CCAA 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 Obligors, other than amounts which such Obligor is disputing in good faith and other than as provided for under this Agreement;
- 6.5.8 if any representation, warranty or other statement made or deemed to be made by any Obligor 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 Lender 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);

- 6.5.9 if there occurs a change in control of the legal or beneficial ownership in the capital stock of any Obligor, including if any of the shareholders of that equity sell, assign, transfer, donate or otherwise dispose or create a Security Interest in respect of or covering such capital stock or enters into an agreement with respect to any of the foregoing;
- 6.5.10 if there occurs, except as part of the Operational Restructuring Plan the effect of which is reflected in Approved CCAA 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 Obligors or any suspension of all or a material part of the business or operations of any Obligor and/or (b) any disposition or sale of all or any material part of the business or operations of any of the Obligors;
- 6.5.11 other than the CCAA Proceedings, if any action is taken by or against or consented to by any of the Obligors 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 Obligors, 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;
- 6.5.12 if any action, claim or proceeding is formally commenced, filed or lodged against any of the Obligors, which is not stayed, and the same gives rise to, or could reasonably be expected to give rise to, indebtedness, liabilities or obligations of \$500,000;
- 6.5.13 if any of the Obligors otherwise sells, transfers or assigns or otherwise disposes of (other than in the ordinary course of business or as contemplated in the Operational Restructuring Plan) or grants a Security Interest in any of the Collateral or enters into any agreement to do so other than as specifically contemplated in this Agreement, the Existing Credit Agreement or any of the Loan Documents or with the prior written consent of the Lender;
- 6.5.14 if any creditor or encumbrancer of any of the Obligors 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 Obligors' property or assets;
- 6.5.15 if any of the Obligors contests or denies in any manner the legality, validity, binding nature or enforceability of this Agreement, the Existing Credit Agreement or any of the other Loan Documents or any liabilities and obligations to the Lender under or relating to this Agreement, the Existing Credit Agreement or any of the other Loan Documents;

- 6.5.16 if the Lender determines that a material adverse change in the financial or business condition, or prospects of, any Obligor has occurred or that a material adverse change in the value of the Collateral relative to Outstanding Obligations has occurred;
- 6.5.17 if, on or before December 31, 2014, a fully executed and binding committed term sheet has not been issued by a replacement lender in favour of the Obligors providing such replacement lender's commitment to advance sufficient funds to the Obligors to indefeasibly repay in full all Outstanding Obligations on or before January 20, 2015; or
- 6.5.18 if any step is taken or event occurs that would materially prejudice or jeopardize the Lender's 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 Obligor or any other action whatsoever by the Lender, subject to Applicable Law (including, if applicable, the Initial Order).

ARTICLE 7 CONDITIONS PRECEDENT TO THIS AGREEMENT

7.1 Conditions Precedent

- 7.1.1 The forbearance and other accommodations granted by the Lender hereunder shall only be granted by the Lender if the following conditions precedent (the "**Conditions Precedent**") have been complied with in a manner satisfactory to the Lender on or before 12:00 p.m. (EDT) on August 7th, 2014, or such other time or date as specified below:
 - 7.1.1.1 on or before 10:00 a.m. (EDT) on August 6, 2014, the Lender has received a duly authorized, executed and delivered PDF copy of this Agreement executed by each of the Obligors and each of the Obligors undertake to deliver an original executed copy of this Agreement to the Lender as soon as reasonably possible thereafter;
 - 7.1.1.2 the payment of: (i) the Forbearance Fee owing to the Lender 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 Obligors that, in satisfying this condition precedent, each such amount shall be automatically debited by the Lender from the operating account of the Obligors without any further consent or agreement of the Obligors being required in respect thereof;

- 7.1.1.3 the Lender shall have confirmed to the Borrowers that the Approved CCAA Cash Flow prepared by the Obligors and filed with its CCAA materials is satisfactory to the Lender;
- 7.1.1.4 the Lender shall have received copies of all materials to be filed to the date hereof by the Obligors in the CCAA Proceedings, all supporting materials in respect of such materials, the list of creditors and the Approved CCAA Cash Flow and shall be satisfied in its sole discretion with such materials, list, Approved CCAA Cash Flow and the relief sought;
- 7.1.1.5 the Initial Order shall, *inter alia*, provide that:
 - 7.1.1.5.1 the Lender shall at all times be treated as an “unaffected creditor” in the CCAA Proceedings and in any proposal filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to the Obligors thereafter including, without limitations, proceedings under the CCAA or the BIA and the Lender shall be carved out of any stay ordered by the CCAA Court in the CCAA Proceedings provided (a) the Lender shall give not less than three (3) Business Days’ prior written notice to the Obligors and the Monitor of its intention to cease making advances or set-off or consolidate any amounts owing by the Lender to the Obligors under this Agreement and the Credit Agreement, and during such notice period the Lender 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 CCAA Cash Flows and reasonably requested by the Obligors and as agreed to by the Lender acting in its sole and unfettered discretion; and (b) if the Lender intends to enforce any other rights or remedies against the Obligors or their assets, undertakings or properties it shall obtain an order of the Court appointing a receiver over the assets, properties and undertakings of the Obligors on not less than three (3) Business Days’ prior notice to the Obligors and the Monitor;
 - 7.1.1.5.2 except as may be expressly consented to by the Lender, the aggregate of any and all advances of funds by the Lender to any and all of the Obligors under this Agreement (and the Credit Agreement) made on or after the time of the granting of the Initial Order shall be secured by a CCAA Court ordered security and charge in favour of the Lender (the “**DIP Priority Charge**”) which security and charge shall

rank in priority to every other claim, lien and security interest against each Obligor'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 Lender; and

- 7.1.1.5.3 except as may be expressly consented to by the Lender, at no time on and at any time after the CCAA Filing Date shall all or part of any Obligor'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 Lender) where such security or charge is purported to rank in any manner whatsoever in priority to any claim of the Lender in respect of the Security Interests under the Security and/or under the DIP Priority Charge;
- 7.1.1.6 on or before 12:00 p.m. (EDT) on August 7th, 2014, the Lender has received a duly authorized, executed and delivered PDF copy of: (a) a release of claim from each of Bombay IB Holding Corp., Bombay FB Holding Corp., Bowring IB Holding Corp., Bowring FB Holding Corp., Benix IB Holding Corp. and Benix FB Holding Corp.; and (b) an acknowledgement from each of Isaac Bennett Sales Agencies Inc. and F.B.I. Inc. as to this Agreement, (all in form and substance satisfactory to the Lender in its sole discretion);
- 7.1.1.7 the Lender shall have received a report from its collateral field examiner (in form and substance satisfactory to it) with respect to the Borrowing Base (including, without limitation, the Eligible Credit/Debit Card Accounts, the Eligible Inventory, the Availability Reserves and the Priority Payables components included in the Borrowing Base);
- 7.1.1.8 the Lender shall have received a fully developed operational restructuring plan setting out proposed store closures, employee redundancy and inventory realizations (to the extent that such inventory realization information is then available) and the estimated and projected impact on the Approved CCAA Cash Flow arising therefrom, together with supporting detailed financial forecasts (the "**Operational Restructuring Plan**"); and
- 7.1.1.9 all other documentation reasonably required by the Lender 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), all duly authorized, executed and delivered in form and substance satisfactory to the Lender in its sole discretion.

The Conditions Precedent are for the sole benefit of the Lender and may be waived only by the Lender in writing. If the conditions precedent are not complied with to the satisfaction of the Lender by 12:00 p.m. (EDT) on August 7th, 2014, or such other date as provided for above, and the Lender will not waive satisfaction thereof at its sole discretion, then the forbearance and other accommodations granted by the Lender hereunder shall be terminated.

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

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 Obligors. 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 Obligors hereby absolutely and unconditionally jointly and severally agree to pay to and fully indemnify the Lender, on demand by the Lender 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 Monitor, the Consultant, all counsel to the Lender, any financial advisor retained by the Lender, all other consultants to and agents of the Lender and all other expenses incurred by the Lender 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 Lender (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 Obligor; 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 Obligor specifically authorizes the Lender to debit from any of its accounts with the Lender the amount of any such existing and future fees and disbursements, and other expenses and the

Lender agrees to use commercially reasonable efforts to notify such Obligor 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 Obligor, on their own behalf and on behalf of their respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases the Lender, and its 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 Obligor 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 Borrowers by the Lender (past or present), whether contemplated in the Original Forbearance Agreement or otherwise 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 Lenders and any and all of the Borrowers;

8.3.2 each Obligor 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 Obligor 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 Lender or any closing will affect the representations and warranties or the right of the Lender 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 Obligor represents and warrants to the Lender 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 Obligor 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 Lender and any Obligor, 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 Lender

The Lender shall at all times be treated as an "unaffected creditor" in the CCAA Proceedings and in any proposal filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to the Obligors thereafter including, without limitation, proceedings under the *Companies' Creditors Arrangement Act* (Canada). Each of the Obligors acknowledges that the Lender has relied to its 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 Credit Agreement.

8.12 Further Assurances

Each Obligor 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 Lender 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 Obligors hereby agrees to the terms of this Agreement and confirms to and agrees with the Lender that its liabilities and obligations, and the Security Interests created under or pursuant to all Security and other documents and instruments executed in connection with the Credit Facilities 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 executed by it secures and shall continue to secure the Outstanding Obligations.

8.14 No Merger or Novation

All Security and other documents and instruments provided to the Lender or otherwise entered into by the Obligors prior to the date hereof in connection with the Credit Facilities 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 or any of the other Loan Documents, and all Outstanding Obligations continue under the Existing Credit Agreement (as amended by this Agreement) and the 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 Obligor will be entitled to assign this Agreement or any right or obligation under this Agreement without the prior consent of the Lender. The Lender may assign this Agreement and any of their rights and obligations under this Agreement without the consent of or notice to any Obligor. 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 BBC Availability or the Borrowing Base shall be without duplication.

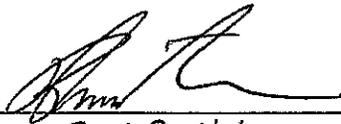
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Each of the Obligors has executed and delivered this Agreement effective as of the _____ day of August, 2014.

BENIX & CO. INC.

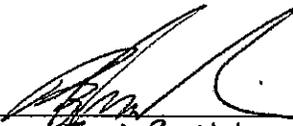
Per 
Name: Fred Benital
Title: CEO

BOWRING & CO. INC.

Per  _____
Name: Fred Benital
Title: CEO

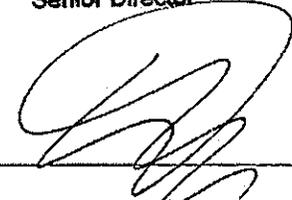
BOMBAY & CO. INC.

Per


Name: Fred Benitez
Title: CEO

**CANADIAN IMPERIAL BANK OF
COMMERCE**

Per 
Name: **SUPRIYA SARIN**
Title: **Senior Director**

Per 
Name:
Title: **DOUG BROWN**
Vice-President & Deputy

**SCHEDULE 1
EXISTING INDEBTEDNESS**

Existing Indebtedness under the Credit Agreement – As at 4 p.m. on August 5, 2014:

	Balance	Accrued Interest	Accrued Fees	Payoff	Per Diem	Instrument Number	Currency
BENIX & CO. INC.	216,548.40	872.78	39.00	217,460.18		602/252115	USD
	2,751,974.17	1,206.35	35.00	2,753,215.52		602/1409212	CAD
	119,947.00			119,947.00		Letter of Guarantees	CAD
BOMBAY & CO. INC.	5,177,833.95	16,191.08	39.00	5,194,064.03		2/577316	USD
	3,258,255.38	1,696.57	520.00	3,260,471.95		2/9130012	CAD
	100,000.00			100,000.00		Letter of Guarantees	CAD
	1,952,960.44			1,952,960.44		Letters of Credit	USD
	41,698.80			41,698.80		L/C Acceptance	USD
BOWRING & CO. INC.	393,970.07	1,515.36	39.00	395,524.43		602/536415	USD
	1,203,868.98	800.00	12.50	1,204,681.48		602/8741417	CAD
	14,400.00			14,400.00		Letters of Guarantee	CAD
	1,257,204.94			1,257,204.94		Letters of Credit	USD
	26,074.52			26,074.52		L/C Acceptance	USD
TOTAL- USD Balances	9,066,291.12	18,579.22	117.00	9,084,987.34			
TOTAL- CAD Balances	7,448,445.53	3,702.92	567.50	7,452,715.95			

Foreign exchange hedging transactions are not included in this statement.

SCHEDULE 2
APPROVED CCAA CASH FLOW

See Attached.

13-Week CF Forbearance Exhibit

(\$000's)	Forecast													Aug 9 -
	Aug 09	Aug 16	Aug 23	Aug 30	Sep 06	Sep 13	Sep 20	Sep 27	Oct 04	Oct 11	Oct 18	Oct 25	Nov 01	Nov 1
Gross Receipts	\$ 1,982	\$ 1,954	\$ 2,673	\$ 2,879	\$ 2,823	\$ 2,674	\$ 2,627	\$ 2,688	\$ 2,713	\$ 2,732	\$ 2,680	\$ 2,706	\$ 3,372	\$ 34,505
Disbursements														
Purchases	876	525	1,068	803	746	1,308	1,354	1,414	1,341	2,460	1,572	1,079	788	15,336
Rent	1,800	-	-	-	2,500	-	-	-	2,286	-	-	-	-	6,586
Store expenses & Other	789	304	427	548	429	402	384	276	430	324	450	322	322	5,407
Payroll	529	480	510	438	438	438	438	532	432	432	432	532	510	6,139
Sales Tax	-	-	-	-	760	-	-	-	380	-	-	-	540	1,660
Interest	117	-	-	-	138	-	-	-	144	-	-	-	-	398
Utilities	40	31	31	29	29	29	29	28	28	28	28	28	29	387
DIP Fee	175	-	-	-	-	-	-	-	-	-	-	-	-	175
Professional Fees	237	124	124	209	90	90	136	79	113	68	51	62	40	1,424
	4,563	1,465	2,161	2,027	5,130	2,267	2,341	2,329	5,153	3,311	2,532	2,023	2,229	37,531
Net Cash Flow	(2,580)	489	512	852	(2,307)	407	286	360	(2,439)	(580)	147	683	1,143	(3,027)
Opening Bank Loan	\$14,767	17,347	16,858	16,346	15,494	17,801	17,393	17,107	16,747	19,187	19,767	19,619	18,936	14,767
Closing Bank Loan	\$17,347	\$16,858	\$16,346	\$15,494	\$17,801	\$17,393	\$17,107	\$16,747	\$19,187	\$19,767	\$19,619	\$18,936	\$17,794	\$17,794
Notional BBC ¹	\$1,852	\$2,411	\$2,901	\$3,678	\$1,215	\$1,501	\$2,383	\$4,154	\$3,191	\$2,636	\$2,612	\$2,762	\$4,837	\$4,837

¹ Notional BBC is a calculation used only for the purposes of the covenant defined in section 6.5.4 of the Forbearance Agreement

13-Week CF Forbearance Exhibit

	Aug 9 - Nov 1
(\$000's)	
Gross Receipts	\$ 34,505
Disbursements	
Purchases	15,336
Rent	6,586
Store expenses & Other	5,407
Payroll	6,139
Sales Tax	1,680
Interest	398
Utilities	387
DIP Fee	175
Professional Fees	1,424
	<u>37,531</u>
Net Cash Flow	(3,027)
Opening Bank Loan	14,767
Closing Bank Loan	<u>\$17,794</u>
Notional BBC ¹	<u>\$4,837</u>

¹ Notional BBC is a calculation used only for the purposes of the covenant defined in section 6.5.4 of the Forbearance Agreement

**SCHEDULE 3
EXISTING SECURITY**

A. Benix & Co. Inc. ("Benix")

1. A general security agreement dated April 3, 1996 executed by Benix.
2. A moveable hypothec dated April 3, 1996 executed by Benix limited to the principal amount of \$3,650,000.
3. An application and approval of business loan life insurance for \$1,000,000 on the life of Fred Benitah dated May 27, 1998 and approved by letter dated January 12, 1999 with an approval effective date of October 2, 1998.
4. An assignment and postponement of claim dated September 19, 2000 executed by Maxstan Imperial Limited in respect of claims owed by Benix (limited to the principal sum of \$500,000).
5. An assignment and postponement of claim dated September 19, 2000 executed by Benix International Inc. (now Isaac Bennet Sales Agencies Inc.) in respect of claims owed by Benix (limited to the principal sum of \$400,000).
6. An assignment and postponement of claim dated September 19, 2000 executed by Fred Benitah in respect of claims owed by Benix (unlimited).
7. An assignment and postponement of claim dated September 19, 2000 executed by Isaac Benitah in respect of claims owed by Benix (unlimited).
8. A guarantee and postponement of claim limited to \$5,000,000 dated November 23, 2006 executed by Benix in respect of the obligations of Bowring.
9. A general security agreement dated November 23, 2006 executed by Benix.
10. A movable hypothec registered October, 2006 against Benix in the principal amount of \$5,000,000.
11. A subordination and postponement agreement dated November 23, 2006 executed by Benix in favour of the Lender in respect of secured indebtedness owed by Bowring.
12. Under Section 427 of the *Bank Act* (Canada): (i) application for credit and promise to give special security under the *Bank Act*, (ii) notice of intention to give security under Section 427 of the *Bank Act* dated February 23, 2010, (iii) special security in respect of specified property or classes of property described in section 427 of the *Bank Act*, and (iv) contract relative to special security under the *Bank Act*, in each case (unless otherwise noted) dated March 31, 2010 and executed by Benix.

13. Under Section 427 of the *Bank Act* (Canada): (i) application for credit and promise to give special security under the *Bank Act* dated February 26, 2013, (ii) notice of intention to give security under Section 427 of the *Bank Act* dated February 5, 2013.

14. A cross-guarantee dated December 13, 2010 executed by Benix in favour of the Lender in respect of the obligations of Bowring and Bombay.

B. Bombay & Co. Inc. ("Bombay"), formerly 2151456 Ontario Inc. ("Bombay")

*All security documents dated February 5, 2008 were entered into by 2151456 Ontario Inc. which subsequently changed its name to Bombay & Co. Inc. For simplicity, all security documents dated February 5, 2008 and listed below have been identified as being entered into by Bombay (the new name).

1. A security agreement dated February 5, 2008 executed by Bombay.

2. An assignment of key person life insurance on the life of Freddy Benitah in a minimum amount of \$5,000,000 dated February 5, 2008 executed by Bombay (Life Insurance Policy No. LI-H120, 903-7 issued by Sun Life Assurance Company of Canada).

3. An assignment of insurance dated February 5, 2008 executed by Bombay.

4. A moveable hypothec registered February 5, 2008 against Bombay in the principal amount of \$18,000,000.

5. Under Section 427 of the *Bank Act* (Canada): (i) application for credit and promise to give special security under the *Bank Act*, (ii) notice of intention to give security under Section 427 of the *Bank Act* dated as of January 25, 2008, (iii) special security in respect of specified property or classes of property described in section 427 of the *Bank Act*, and (iv) contract relative to special security under the *Bank Act*, in each case (unless otherwise noted), dated February 5, 2008 and executed by Bombay.

6. An assignment and postponement of claim dated February 5, 2008 executed by Isaac Bennet Sales Agencies Inc. in respect of claims owed by Bombay (unlimited).

7. An assignment and postponement of claim dated February 5, 2008 executed by F.B.I. Inc. in respect of claims owed by Bombay (unlimited).

8. An assignment and postponement of claim dated February 5, 2008 executed by Isaac Benitah in respect of claims owed by Bombay (unlimited).

9. An assignment and postponement of claim dated February 5, 2008 executed by Freddy Benitah in respect of claims owed by Bombay (unlimited).

10. A subordination and postponement agreement dated February 5, 2008 executed by Isaac Bennet Sales Agencies Inc. in favour of the Lender in respect of secured indebtedness owed by Bombay.
11. A subordination and postponement agreement dated February 5, 2008 executed by F.B.I. Inc. in favour of the Lender in respect of secured indebtedness owed by Bombay.
12. A cross-guarantee dated December 13, 2010 executed by Bombay in favour of the Lender in respect of the secured indebtedness owed by Bowring and Benix.

C. Bowring & Co. Inc. ("Bowring")

1. A general security agreement dated November 23, 2006 executed by Bowring.
2. A moveable hypothec registered October, 2006 against Bowring in the principal amount of \$18,000,000.
3. An assignment of insurance dated November 23, 2006 executed by Bowring.
4. An assignment of key person life insurance on the life of Freddy Benitah in a minimum amount of \$5,000,000 dated November 23, 2006 executed by Bowring (Life Insurance Policy No. LI-F524,377-0 issued by Sun Life Assurance Company of Canada).
5. An assignment and postponement of claim dated November 23, 2006 executed by Isaac Bennet Sales Agencies Inc. in respect of claims owed to Bowring (unlimited).
6. An assignment and postponement of claim dated November 23, 2006 executed by F.B.I. Inc. in respect of claims owed by Bowring (unlimited).
7. An assignment and postponement of claim dated November 23, 2006 executed by Isaac Benitah in respect of claims owed by Bowring (unlimited).
8. An assignment and postponement of claim dated November 23, 2006 executed by Freddy Benitah in respect of claims owed by Bowring (unlimited).
9. A subordination and postponement agreement dated November 23, 2006 executed by Isaac Bennet Sales Agencies Inc. in favour of the Lender in respect of secured indebtedness owed by Bowring.
10. A subordination and postponement agreement dated November 23, 2006 executed by F.B.I. Inc. in favour of the Lender in respect of secured indebtedness owed by Bowring.
11. A confirmation of security dated February 5, 2008 executed by Bowring (confirming that all security previously granted by Bowring in favour of the Lender also stands as continuing security in respect of Bowring's obligations under its guarantee in favour the Lender in respect of Bombay's obligations).

12. A guarantee and postponement of claim limited to the principal amount of \$5,000,000 dated February 5, 2008 executed by Bowring in respect of the obligations of Bombay.

13. Under Section 427 of the Bank Act (Canada): (i) application for credit and promise to give special security under the Bank Act, (ii) notice of intention to give security under Section 427 of the Bank Act dated as of January 25, 2008, (iii) special security in respect of specified property or classes of property described in section 427 of the Bank Act, and (iv) contract relative to special security under the Bank Act, in each case (unless otherwise noted) dated February 5, 2008 and executed by Bowring.

14. A cross-guarantee dated December 13, 2010 executed by Bowring in favour of the Lender in respect of the secured indebtedness owed by Benix and Bombay.

**SCHEDULE 4
NON-LENDER ACCOUNTS**

Bombay & Co. Inc.

Account with Scotiabank ending in account number 515.

Account with The Toronto-Dominion Bank ending in account number 126.

Account with Royal Bank of Canada ending in account number 241-8.

Account with Bank of Montreal ending in account number 292.

Bowring & Co. Inc.

Account with Scotiabank ending in account number 014.

Account with The Toronto-Dominion Bank ending in account number 339.

Account with Royal Bank of Canada ending in account number 404-2.

Account with Bank of Montreal ending in account number 160.

Account with Canadian Western Bank ending in account number 989.

**SCHEDULE 5
SCHEDULES "M" AND "N" OF THE CREDIT AGREEMENT**

**SCHEDULE "M"
PPSA Registrations**

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Benix & Co. Inc.	Isaac Benitah	Alberta	14012232194	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	British Columbia	765818H	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	Manitoba	201401256208	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	Newfoundland	11663317	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	New Brunswick	23961899	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	Nova Scotia	22281745	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Benitah	Ontario	693314811/ 20140122 1321 1590 5256	January 22, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Benix & Co. Inc.	Isaac Benitah	Saskatchewan	301138572	January 22, 2019	All present and after-acquired property of the

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
					debtor.
Benix & Co. Inc.	Fred Benitah	Alberta	14012232348	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	British Columbia	765819H	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	Manitoba	201401256402	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	Newfoundland	11663325	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	New Brunswick	23961923	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	Nova Scotia	22281752	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Fred Benitah	Ontario	693314838/ 20140122 1322 1590 5257	January 22, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Benix & Co. Inc.	Fred Benitah	Saskatchewan	301138574	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Alberta	14012232597	January 22, 2019	All present and after-acquired property of the debtor.

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	British Columbia	765821H	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Manitoba	201401256704	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Newfoundland	11663333	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	New Brunswick	23961931	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Nova Scotia	22281760	January 23, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Ontario	693314847/ 20140122 1323 1590 5259	January 22, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Benix & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Saskatchewan	301138576	January 22, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	Alberta	14022723990	February 27, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	British Columbia	821899H	February 27, 2019	All present and after-acquired property of the debtor.

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Benix & Co. Inc.	F.B.I. Inc.	Manitoba	201403375301	February 28, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	Newfoundland	11735438	February 28, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	New Brunswick	24078537	February 28, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	Nova Scotia	22414866	February 28, 2019	All present and after-acquired property of the debtor.
Benix & Co. Inc.	F.B.I. Inc.	Ontario	694053477/ 20140227 1441 1590 7544	February 27, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Benix & Co. Inc.	F.B.I. Inc.	Saskatchewan	301151416	February 27, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Alberta	14012114147	January 21, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	British Columbia	763049H	January 21, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Manitoba	201401163900	January 21, 2019	All present and after-acquired property of the debtor.

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Newfoundland	11663267	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	New Brunswick	23961766	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Nova Scotia	22281661	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Ontario	693252126/ 20140120 1405 1590 5065	January 20, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Quebec	14-0116682-0001 14-0116682-0002	February 14, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Quebec	14-0549003-0002	June 17, 2024	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	Isaac Bennet Sales	Saskatchewan	301137896	January 21, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Alberta	14012114577	January 21, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	British Columbia	763052H	January 21, 2019	All present and after-acquired property of the debtor.

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Bowring & Co. Inc.	F.B.I. Inc.	Manitoba	201401164109	January 21, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Newfoundland	11663275	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	New Brunswick	23961808	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Nova Scotia	22281687	January 23, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Ontario	693252144/ 20140120 1405 1590 5066	January 20, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV.
Bowring & Co. Inc.	F.B.I. Inc.	Quebec	14-0140589-0001 14-0140589-0002 14-0192856-0001	February 24, 2019	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Quebec	14-0549003-0001	June 17, 2024	All present and after-acquired property of the debtor.
Bowring & Co. Inc.	F.B.I. Inc.	Saskatchewan	301137898	January 21, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Alberta	14012113753	January 21, 2019	All present and after-acquired property of the debtor.

Debtor	Secured Party	Jurisdiction	Registration No.	Expiry Date	Collateral
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	British Columbia	763047H	January 21, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Manitoba	201401163200	January 21, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Newfoundland	11663259	January 23, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	New Brunswick	23961758	January 23, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Nova Scotia	22281646	January 23, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Ontario	693252117/ 20140120 1404 1590 5064	January 20, 2019	All present and after-acquired property of the debtor including I, E, A, O, MV
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Quebec	14-0174874-0001	March 6, 2019	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Quebec	14-0549003-0003	June 17, 2024	All present and after-acquired property of the debtor.
Bombay & Co. Inc.	Isaac Bennet Sales Agencies Inc.	Saskatchewan	301137893	January 21, 2019	All present and after-acquired property of the debtor.

Any other Security Interests shown on the attached searches.

SCHEDULE "N"

Shareholder Loans

A. POSTPONED LOANS as at _____, 2014

Debtor	Lender	Amount	Interest Rate	Secured/Unsecured
Benix & Co Inc	Maxstan Imperial Limited	\$500,000	0% per annum	Unsecured
	Isaac Bennet Sales Agencies	\$400,000	0% per annum	Unsecured
	F.B.I. Inc./Fred Benitah Isaac Bennet Sales Agencies/Isaac Benitah	\$2,345,383 \$1,930,500	0% per annum 0% per annum	Secured Secured
Bowring & Co. Inc.	Isaac Bennet Sales Agencies	\$5,000,000	10% per annum	Secured
	Isaac Bennet Sales Agencies	\$8,500,000	10% per annum	Secured
	Isaac Bennet Sales Agencies	\$3,000,000	10% per annum	Secured
	F.B.I Inc.	\$5,500,000	10% per annum	Secured
	F.B.I Inc.	\$3,100,000	10% per annum	Secured
Bombay & Co Inc.	Isaac Bennet Sales Agencies	\$5,000,000	10% per annum	Secured
	Isaac Bennet Sales Agencies	\$3,000,000	10% per annum	Secured
	Isaac Bennet Sales Agencies	\$2,000,000	10% per annum	Secured

B.

**UNPOSTPONED
LOANS**

<u>Debtor</u>	<u>Lender</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Secured/Unsecured</u>
Benix	Bowring & Co Inc.	\$12,346,000	10% per annum	Unsecured
	TOTAL	<u>\$52,621,883</u>		

SCHEDULE 6
FORM OF WEEKLY BORROWING BASE CERTIFICATE

SEE ATTACHED.

CIBC ASSET-BASED LENDING
Borrowing Base Certificate

Report #: _____
 Date: _____
 Exchange Rate: _____

The following is an accurate and complete calculation of the Borrowing Base in Canadian Dollars at the above date.

	CREDIT CARD ACCOUNTS		INVENTORY BOMBAY			INVENTORY BOWRING		
	BOMBAY	BOWRING	INVENTORY	INVENTORY IN-TRANSIT	LAYAWAY INVENTORY	INVENTORY	INVENTORY IN-TRANSIT	LAYAWAY INVENTORY
Client # 12 _____	25-Jul-14	26-Jul-14	26-Jul-14	25-Jul-14	26-Jul-14	26-Jul-14	26-Jul-14	26-Jul-14
1 TOTAL COLLATERAL								
2 CHANGE IN COLLATERAL (+/-)								
3 TOTAL COLLATERAL - stated in CAD								
4 A MONTHLY INELIGIBLES.....								
B OTHERS.....								
C TOTAL INELIGIBLES..... (-)								
5 TOTAL ELIGIBLE COLLATERAL - in CAD								
6 A 90% of Credit Card Accounts (Line 5)	90%							
B BOMBAY INVENTORY at 85% of NOLV (90% Oct 1- Jan 31)	85%							
C BOWRING INVENTORY at 85% of NOLV (90% Oct 1- Jan 31)	85%							
7 TOTAL of Lines 6A + 6B + 6C								
8 A AVAILABILITY RESERVES (per attached report)								
B AVAILABILITY BLOCK								
C DOCUMENTARY LETTERS OF CREDIT X 30%	30%							
D OTHER LETTERS OF CREDIT X 100%	100%							
E TOTAL ELIGIBLE IN-TRANSIT INVENTORY less \$3,800,000 (must be >0)								
9 TOTAL RESERVES (Sum of Lines 8A to 8E)								
10 BORROWING BASE ((line 7 less line 9) (maximum \$20MM/\$15MM) (lesser of Borrowing Base and Operating Facility Limit)								
	<u>Cdn.\$ - Bombay</u>	<u>US\$ - Bombay</u>	<u>Cdn.\$ - Bowring</u>	<u>US\$ - Bowring</u>	<u>Cdn.\$ - Benix</u>	<u>US\$ - Benix</u>		
11 LOAN BALANCE (Previous Report)....								
12 ADVANCES..... (+)								
13 CHARGES..... (+/-)								
14 NET COLLECTIONS..... (-)								
15 NON A/R COLLECTIONS..... (-)								
16 REVOLVER LOAN BALANCE per this report								
B L/G & LC AMOUNTS								
C DOCUMENTARY LCs								
17 A TOTAL LOAN AND LC EXPOSURE (16A + 16B + 16C)								
18 TOTAL REVOLVER LOAN BALANCE (16A)	0.0000							
19 BBC AVAILABILITY (line 10 minus 18).....								
20 SUPPRESSED AVAILABILITY								

The person who executes this Borrowing Base Report on behalf of the Obligors hereby certifies that he/she is an officer of an Obligor and in such capacity is authorized to execute this Borrowing Base Report on behalf of all Obligors pursuant to a forbearance agreement dated as of August __, 2014 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Forbearance Agreement") between Benix & Co. Inc., Bombay & Co. Inc. and Bowring & Co. Inc., as borrowers and guarantors, and Canadian Imperial Bank of Commerce, as lender. All capitalized terms not defined herein shall have the meaning ascribed to them in the Forbearance Agreement. The undersigned certifies, represents and warrants the correctness of this Borrowing Base Report. To the extent that there is any inconsistency between this Borrowing Base Report and the Forbearance Agreement, the Forbearance Agreement will prevail and adjustments to this Borrowing Base Certificate shall be made to reflect the Forbearance Agreement.

 (Authorized Signature)

 Date

SCHEDULE 7
REQUIREMENTS IN RESPECT OF BLOCKED ACCOUNTS

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

(b) Each Obligor shall, and shall cause each other Obligor to: (i) irrevocably authorize and direct any bank which maintains any Obligor's initial receipt of cash, cheques and other items to promptly wire transfer all available funds to a Blocked Account; and (ii) advise all such banks of the Lender's security interest in such funds. All amounts received by the Lender in payment of Accounts will be credited to a Blocked Account when the Lender is advised by its bank of its receipt of "collected funds" at the Lender's 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 Lender shall constitute final payment to the Lender unless and until such instruments have actually been collected.

(c) After any Default or event of default and upon the request of the Lender, each Obligor shall, and shall cause each other Obligor 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 Obligor shall, and shall cause each other Obligor 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 Lender (the "**Blocked Accounts**") into which the Borrower shall promptly cause to be deposited: (i) all proceeds of Collateral received by any Obligor, including all amounts payable to any Obligor from credit card issuers and credit card processors, and (ii) all amounts on deposit in deposit accounts used by any Obligor 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 Obligors 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 Security Interests in favour of the Lender, that the depository bank has no Security Interest 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 Lender may from time to time designate for such purpose. Each Obligor hereby confirms and agrees that all amounts deposited in such Blocked Accounts and any other funds received and collected by the Lender, whether as proceeds of inventory or other Collateral or otherwise, shall be subject to the Security Interests in favour of the Lender.

Court File No.

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 FRED BENITAH
(AFFIRMED AUGUST 6, 2014)**

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Lawyers for the Applicants

RICHTER

August 5, 2014

Bombay & Co. Inc., Bowring & Co. Inc., and Benix & Co. Inc.
98 Orfus Road
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This is to advise that Richter Advisory Group Inc. hereby consents to act as Monitor under the *Companies' Creditors Arrangement Act* for the Plan of compromise and arrangement of Bombay & Co. Inc., Bowring & Co. Inc., and Benix & Co. Inc.

Yours very truly,

Richter Advisory Group Inc. – Proposed Monitor
Per:



Paul van Eyk, CPA, IFA, CIRP

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APPLICATION RECORD

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