

**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

IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF BBB CANADA LTD.

Applicant

SUPPLEMENTAL AFFIDAVIT OF WADE HADDAD

I, Wade Haddad, of the City of Union, in the State of New Jersey, MAKE OATH AND
SAY:

1. I am the Senior Vice President, Real Estate and Store Development, at Bed Bath & Beyond Inc. (“**BBBI**”), the ultimate parent corporation of BBB Canada Ltd. (the “**Applicant**”) and Bed Bath & Beyond Canada L.P. (“**BBB LP**”, and together with the Applicant, “**BBB Canada**”). I am also an officer of the Applicant. I have personal knowledge of the matters deposed to in this Affidavit. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true.

2. This affidavit supplements my previous affidavit sworn April 21, 2023 (the “**April 21 Affidavit**”) and is in support of an order assigning the Barrhaven Lease (as defined below) to DKB Capital pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C., 1985 c. C-36 (the “**CCAA**”) on an unopposed basis.

3. As discussed in my April 21 Affidavit, following the hearing of BBB Canada’s previous motion on April 11, 2023, DKB Capital expressed an interest in acquiring the lease and associated

property rights for store #2011 located in Barrhaven, ON (the “**Barrhaven Lease**”), including all FF&E and Trade Fixtures located at the premises. Accordingly, on April 17, 2023, BBB LP, BBBI and 11607987 Canada Inc. dba DKB Capital (“**DKB Capital**”) executed an Omnibus Assignment and Assumption of Leases, FF&E and Trade Fixtures Agreement (the “**Second DKB Capital Agreement**”) for the Barrhaven Lease and one additional lease in Edmonton, Alberta. Attached as **Exhibit “A”** is a copy of the Second DKB Capital Agreement.

4. At the time I swore my April 21 Affidavit, BBB Canada was not intending to seek any specific relief with respect to the Second DKB Capital Agreement as the consideration payable both on a standalone basis and on an aggregate basis fall under the defined monetary thresholds in the ARIO. However, counsel to the landlord of the Barrhaven Lease has recently advised that the landlord would prefer to complete the assignment of that lease on an unopposed basis under section 11.3 of the CCAA. The draft order sought by BBB Canada has accordingly been revised to reflect this additional relief (as discussed further below).

5. DKB Capital has covenanted to assume all of BBB LP’s obligations contained in the Barrhaven Lease from and after the closing date and has paid all consideration payable under the Second DKB Capital Agreement to the Monitor in trust. No amendments to the permitted use restrictions, go dark rights, or other provisions are being sought by BBB Canada or DKB Capital that would prejudice landlord rights under the Barrhaven Lease.

6. Attached as **Exhibits “B”** and “**C**” respectively are:

- (a) a revised draft of the Assignment and Approval and Vesting Order incorporating the assignment of the Barrhaven Lease pursuant to section 11.3 of the CCAA and separating all relief sought with respect to the Canadian Tire Agreement into a

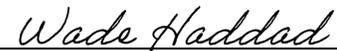
separate, stand-alone draft order, and a blackline of the revised draft to the version attached at Tab 3 to BBB Canada's Motion Record, dated April 21, 2023. The separation of the Canadian Tire Agreement into a stand-alone draft order was completed at the request of counsel to Canadian Tire; and

- (b) a draft of the Assignment and Approval and Vesting Order with respect to the Canadian Tire Agreement, and a blackline of the draft order to the version attached at Tab 3 to BBB Canada's Motion Record, dated April 21, 2023.

SWORN BEFORE ME over video
teleconference this 26th day of April, 2023
pursuant to O. Reg 431/20, Administering
Oath or Declaration Remotely. The affiant was
located in the City of Union, in the State of
New Jersey while the Commissioner was
located in the City of Toronto, in the Province
of Ontario.



Commissioner for Taking Affidavits
Emilie Dillon (LSO No. 85199L)



Wade Haddad

THIS IS **EXHIBIT “A”** REFERRED TO IN THE SUPPLEMENTAL AFFIDAVIT OF WADE HADDAD SWORN BEFORE ME over video teleconference this 26th day of April, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Union, in the State of New Jersey while the Commissioner was located in the City of Toronto, in the Province of Ontario.

A handwritten signature in black ink, appearing to read 'Emilie Dillon', written in a cursive style.

Commissioner for Taking Affidavits
Emilie Dillon (LSO No. 85199L)

**OMNIBUS ASSIGNMENT AND ASSUMPTION OF
LEASES, FF&E AND TRADE FIXTURES**

(Barrhaven Town Centre and South Edmonton Common)

THIS AGREEMENT (“**Agreement**”) is made as of the 17th day of April, 2023 (the “**Effective Date**”)

B E T W E E N:

BED BATH & BEYOND CANADA L.P.

(the “**Assignor**”)

- and -

11607987 CANADA INC. dba DKB CAPITAL

(the “**Assignee**”)

- and -

BED BATH & BEYOND INC.

(the “**Indemnifier**”)

RECITALS:

- A. The Assignor entered into certain leases as more particularly described in Schedule “A” attached hereto (collectively, the “**Assigned Leases**” and each, an “**Assigned Lease**”) with, *inter alios*, the landlords set across from each lease in Schedule “A” attached hereto (collectively, the “**Landlords**” and each, a “**Landlord**”), for certain premises located in Canada as set across from each Assigned Lease in Schedule “A” attached hereto (for each such Assigned Lease, the “**Premises**”).
- B. The Indemnifier entered into indemnity agreements in favour of the Landlords, as such indemnity agreements may have been assigned, amended, restated, renewed or supplemented from time to time.
- C. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 10, 2023, as amended and restated on February 21, 2023, and as may be further amended, restated and/or amended and restated from time to time (collectively, the “**Initial Order**”), BBB Canada Ltd. and the Assignor (collectively, the “**BBB Canada Entities**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as the monitor of the BBB Canada Entities (in such capacity, the “**Monitor**”). Pursuant to the terms of the Initial Order, the BBB Canada Entities and the Indemnifier have the benefit of a stay of proceedings and certain other protections and benefits provided by the Initial Order and the CCAA.

- D. The Assignor, the Assignee and the Indemnifier are entering into this Agreement to provide for the assignment and assumption of the Assigned Interest (as hereinafter defined) by the Assignor to the Assignee in accordance with and subject to the terms and conditions contained herein.

THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ASSIGNMENT

1.1 Assignment by Assignor

- (a) Subject to the release of the Consideration (as hereinafter defined) from escrow pursuant to Section 3.1(a), the Assignor absolutely assigns and transfers to the Assignee, effective as of May 1, 2023 (the “**Closing Date**”), all of the Assignor’s obligations, rights, title and interest, both at law and at equity, in and to each Assigned Lease (as hereinafter defined) and the Assigned Premises (as hereinafter defined), and all related rights, benefits and advantages, including the residue of the term of each Assigned Lease, any rights of renewal and/or extension, any rights of first refusal, rights of first offer and similar pre-emptive rights, and rights to purchase, if any, contained in each Assigned Lease (collectively, the “**Assigned Lease Interest**”).
- (b) Subject to the release of the Consideration from escrow pursuant to Section 3.1(a), the Assignor sells, absolutely assigns and transfers to the Assignee, as of the Closing Date, all of the Assignor’s right, title and interest in and to the FF&E and Trade Fixtures existing as of the Effective Date at premises which are Assigned Premises as of the Closing Date (the “**Assigned Assets**”, and together with the Assigned Lease Interest, the “**Assigned Interest**”, and the assignment of the Assigned Interest by the Assignor to the Assignee is the “**Assignment**”).

1.1A Definitions

- (a) “**Assigned Premises**” means, collectively, the Premises which have been demised pursuant to the Assigned Leases.
- (b) “**FF&E**” includes all tools, signs, furniture, machinery, equipment, personal or moveable property, chattels, furnishings and fixtures including shelves, video cameras and equipment, security systems, point-of-sales systems and related appurtenances, telecommunications systems and related appurtenances, electric light fixtures, elevating devices and equipment, millwork and ladders, in each case to the extent owned by the Assignor or any related party and which are now used or intended to be used, or which were previously used, in connection with the Assignor’s occupation and operation of the Assigned Premises, other than Trade Fixtures.
- (c) “**Landlord Consent**” has the meaning ascribed thereto in Section 1.5.

- (d) **“Trade Fixtures”** means the fixtures, shelves, counters, equipment, and other improvements in each case which were installed by or on behalf of the Assignor or any related party, in each case to the extent owned by the Assignor or any related party and which are now used or intended to be used, or which were previously used, in connection with the Assignor’s occupation and operation of the Assigned Premises, and regardless of whether the same were constructed, installed or attached in any manner whatsoever to the floors, walls or ceilings of such premises.

1.2 Assumption by Assignee

The Assignee hereby accepts the absolute assignment of the Assigned Interest provided for in this Agreement and assumes all of the Assignor’s obligations with respect to the Assigned Interest arising or in respect of the period of time from and after the Closing Date. The Assignee further assumes all of the Assignor’s obligations with respect to the Cure Costs (as hereinafter defined).

1.3 Indemnity

- (a) The Assignee hereby covenants with the Assignor, as of and from the Closing Date, including any renewals or extensions of the terms of the Assigned Leases, to indemnify and save the Assignor harmless, from any and all Claims (as hereinafter defined) arising from, relating to or in connection with any non-payment of rents or other amounts payable on the part of the tenant to be paid from time to time under the Assigned Leases, or any non-observance or non-performance of any of the terms, agreements, covenants, obligations and conditions on the part of the tenant under the Assigned Leases to be paid, observed or performed from time to time, in respect of the period from and after the Closing Date, or otherwise arising, incurred or accrued on or after the Closing Date but solely in respect of the period from and after the Closing Date. In the event that the Assignor is unable to obtain a Release (as hereinafter defined) in respect of any Assigned Lease on or before the Lease Release Date (as hereinafter defined) and such Assigned Lease is not removed from the list of Assigned Leases pursuant to Section 1.4(b), then the Assignee shall deliver to the Assignor an indemnity with respect to such Assigned Lease and the obligations described in this Section 1.3, which indemnity shall be acceptable to the Assignor, acting reasonably (including that it shall be provided by an affiliate of the Assignee that is reasonably acceptable to the Assignor).
- (b) For the purposes of the foregoing paragraph, **“Claims”** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any governmental authority or arbitrator, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, equitable interests, options, preferential arrangements of any kind or nature, assignments, restrictions, financing statements, deposit arrangements, rights of others, leases, sub-leases, licences, rights of first refusal or similar restrictions, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

1.4 Conditional on Release

- (a) This Agreement, in respect of each Assigned Lease, is conditional upon receipt by the Assignor, acting reasonably, from the applicable Landlord of a written release of the Assignor and Indemnifier or a Court order approving the Assignment and releasing the Assignor and the Indemnifier from their obligations under the Assigned Lease and any indemnity agreement in respect of the Assigned Lease or any obligations thereunder, each in a form acceptable to the Assignor and the Indemnifier (the “**Release**”), such Release to be provided or obtained on or prior to April 27, 2023 (the “**Lease Release Date**”). This condition is for the sole benefit of the Assignor and may be waived, in whole or in part, by the Assignor. Further, the Assignee shall use commercially reasonable efforts to assist the Assignor in obtaining the Release and waivers contemplated herein, including, without limitation, by providing any other information regarding the Assignee reasonably requested by any Landlord forthwith.
- (b) In the event that the Assignor is unable to obtain a Release in respect of any of the Assigned Leases on or before the Lease Release Date, the Assignor, in its sole discretion, shall have the option to remove such lease or leases from the list of Assigned Leases by providing Notice (as hereinafter defined) prior to April 28, 2023 and the Assignee will be entitled to a refund of the applicable Refundable Consideration (as hereinafter defined) paid for the Assigned Leases, as set forth in Schedule “C” and as contemplated in Section 3.1(b) below, to account for such lease or leases being removed from this Agreement; provided, however, that if the Assignee provides the Assignor with an indemnity from an Assignee affiliate that is satisfactory to the Assignor, acting reasonably, then such lease shall remain an Assigned Lease notwithstanding a Notice being provided pursuant to this subparagraph.
- (c) If the Assignor does not provide such Notice in accordance with Section 1.4(b) by April 28, 2023, the Assignment shall be effected in accordance with the terms and conditions of this Agreement, including the Assignee affiliate indemnity requirements of Sections 1.3(a) and 1.4(b).

1.5 Conditional on Landlord Consent

- (a) This Agreement, in respect of each Assigned Lease, is conditional upon receipt by the Assignor, from the applicable Landlord, of (i) a consent to the Assignment of such Assigned Lease and a waiver of all termination rights in its favour in connection with the Assignment of such Assigned Lease by way of the Landlord Consent to Assignment and Amendment of Lease, substantially in the form attached hereto as Schedule “B” or otherwise acceptable to the Assignor and Assignee, each acting reasonably, or (ii) an assignment order of the Court pursuant to Section 11.3 of the CCAA with respect to such Lease (the “**Landlord Consent**”), in each case which shall be obtained on or prior to April 28, 2023. In each case, the Assignee shall use commercially reasonable efforts to assist the Assignor in obtaining the Landlord Consents, including by entering into agreements required by the applicable Assigned Lease and any other agreements reasonably requested by the Landlord, which, for the avoidance of doubt, may include an indemnity executed by an affiliate of the Assignee that is acceptable to such Landlord, acting reasonably.
- (b) The only amendments to any Assigned Lease in the Landlord Consent shall be (i) to confirm that the Assignee’s trade name is acceptable and does not violate any trade name

restrictions in such Assigned Lease, and (ii) approving that currently permitted signage may display the name of Assignee's business operated from such location, but otherwise be subject to signage restrictions in such Assigned Lease.

- (c) In the event that a Landlord Consent in respect of either of the Assigned Leases is not obtained on or prior to April 28, 2023 (collectively, an “**Unassignable Lease**”), then (i) this Agreement shall automatically terminate with respect to such Unassignable Lease and the Unassignable Lease shall not form part of the Assignment; and (ii) at the option of the Assignee, to be exercised by April 30, 2023, this Agreement shall automatically terminate with respect to the FF&E and Trade Fixtures located at the Premises leased pursuant to the Unassignable Lease, and the Assignee shall be entitled to a refund of the applicable Refundable Consideration in accordance with Section 3.1 below, failing which such FF&E and Trade Fixtures shall be deemed to be Assigned Assets.

1.6 Cure Costs

The Assignor will not be responsible, including pursuant to any Landlord Consent agreement, for any costs which may be necessary to cure any defaults under any of the Assigned Leases which exist as of the Closing Date (collectively, the “**Cure Costs**”). Subject to any Releases which may be provided by any Landlords in a Landlord Consent agreement, the Assignee will be responsible for all Cure Costs for non-monetary defaults under the Assigned Leases. The Landlord Consent shall provide that the Assignee is released from Cure Costs for monetary defaults, failing which such Landlord Consent shall be deemed to have not been obtained.

ARTICLE 2 AS IS, WHERE IS

2.1 As Is, Where Is

- (a) The Assignee covenants and agrees in favour of the Assignor that it has had an opportunity to inspect and will accept the Assigned Interest, including the Assigned Premises, in all respects in an “as is, where is” condition as of the Closing Date without any representation or warranty whatsoever, in this Agreement or in any agreement entered into directly between the Landlord and the Assignee, and the Assignee has reviewed the Assigned Leases and is familiar with the Assigned Leases in all respects. The Assignor shall leave the Assigned Premises in broom-swept condition on the Closing Date.
- (b) The Assigned Assets are being purchased by the Assignee on the Closing Date in their then “as is, where is” condition, subject to ordinary wear and tear. The Assignee acknowledges there are no representations or warranties of any kind whatsoever with respect to the condition or repair of the Assigned Assets, including but not limited to any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade. In addition to the sale and assignment of the Assigned Assets as set out in this Agreement, any personal property, FF&E or Trade Fixtures left in the Assigned Premises on the Closing Date shall become the sole property of the Assignee. The Assignor will deliver possession of the Assigned Assets in their as is, where is location without a bill of sale or other title documentation on the Closing Date. Further, the Assignee agrees that there shall be no adjustment to the consideration if any FF&E or Trade Fixtures for any reason become damaged or come into

disrepair between the Effective Date and the Closing Date, unless the value of such FF&E and Trade Fixtures damaged or that comes into disrepair in any Assigned Premises exceeds a present value of \$10,000, in which case there shall be an adjustment to the Consideration for the FF&E and Trade Fixtures allocated to such Assigned Premises, not to exceed the total value of FF&E allocated to such Assigned Premises.

2.2 Permitted Use

The Assignee accepts the permitted use as set out in each of the Assigned Leases, including any use restrictions and exclusive uses provided in the Assigned Leases.

ARTICLE 3 CONSIDERATION AND COVENANTS

3.1 Consideration for Assignment

- (a) The Assignee agrees to pay to the Monitor, in trust and to be held in escrow, or as the Monitor may otherwise direct in writing, within one (1) Business Day (as hereinafter defined) of the execution of this Agreement, the amount of \$213,444.00 in Canadian dollars (the “**Consideration**”), which shall be allocated as follows:
 - (i) \$180,000.00, which is allocated to the Assigned Leases as set out in Schedule “C” attached hereto, subject to the credit to be applied pursuant to Section 3.5 below; and
 - (ii) \$33,444.00, which is allocated to the FF&E and Trade Fixtures located at each of the Assigned Premises as set out in Schedule “C” attached hereto, together with the sales, provincial sales, goods and services and harmonized sales taxes payable thereon.
- (b) The portion of the Consideration allocated to leases which are not Assigned Leases as of April 28, 2023 and the portion of the Consideration allocated to FF&E and Trade Fixtures located at Premises that are not Assigned Premises as of April 30, 2023 (collectively, the “**Refundable Consideration**”) shall be released from escrow and returned to the Assignee on or about May 2, 2023 in accordance with payment instructions to be provided by the Assignee to the Monitor prior to April 28, 2023.
- (c) The portion of the Consideration allocated to the Assigned Leases and the portion of the Consideration allocated to FF&E and Trade Fixtures at Premises that are Assigned Premises (the “**Purchase Consideration**”) shall be released from escrow to the Assignor on the Closing Date in accordance with payment instructions to be provided by the Assignor to the Monitor prior to the Closing Date.
- (d) The parties hereto acknowledge and agree that the Monitor shall (i) be under no obligation to invest the Consideration or hold same in an interest bearing account prior to the Closing Date, (ii) be entitled to release the Refundable Consideration on or about May 2, 2023 in accordance with Section 3.1(b) without independent investigation, upon receiving written confirmation from the Assignor or its counsel as to the amount of the Consideration which

is Refundable Consideration, and (iii) be entitled to release the Purchase Consideration from escrow to the Assignor on the Closing Date in accordance with Section 3.1(c), without independent investigation or any further instruction, and the Monitor shall have no liability to the parties hereto in connection therewith.

- (e) The parties hereto acknowledge and agree that A&M, acting in its capacity as Monitor, shall have no liability in its personal or corporate capacity or otherwise, in connection with this Agreement.

3.2 Access

From two (2) Business Days after the date hereof until the Closing Date, the Assignee and its agents, advisors, consultants, employees and representatives will have access to the Assigned Premises upon prior written Notice of not less than two (2) Business Days to the Assignor solely for the purposes of visiting and conducting noninvasive inspections of the Assigned Premises. The Assignee and its agents, advisors, consultants, employees and representatives will use commercially reasonable efforts to not interfere with the Assignor's business. No FF&E or Trade Fixtures shall be removed from any Assigned Premises prior to the Closing Date.

3.3 Interim Period

- (a) During the period from the Effective Date to April 28, 2023, the Assignor shall comply with each and every term and condition of the Assigned Leases to the extent required by the Assignor's CCAA proceedings, subject only to the provisions of the CCAA, the Initial Order and any other order of the Court.
- (b) During the period from the April 28, 2023 to the Closing Date, the Assignor shall comply with each and every term and condition of each Assigned Lease which is not an Unassignable Lease to the extent required by the Assignor's CCAA proceedings, subject only to the provisions of the CCAA, the Initial Order and any other order of the Court.

3.4 Trademarks

Notwithstanding the foregoing or anything else contained herein or elsewhere, the Assignee acknowledges and agrees that: (a) no signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying "Bed Bath & Beyond" or "buybuy Baby" are conveyed or intended to be conveyed to the Assignee as part of the Assigned Interest; and (b) all right, title and interest of the Assignor in and to all of its existing signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying "Bed Bath & Beyond" or "buybuy Baby" or containing the words "Bed Bath & Beyond" or "buybuy Baby" are hereby specifically reserved and excluded from the Assigned Interest.

3.5 Chinook Monetary Default

Notwithstanding anything to the contrary in the Omnibus Assignment and Assumption of Leases, FF&E and Trade Fixtures dated March 28, 2023, in consideration for the covenants and agreements contained herein, the receipt and sufficiency of which is acknowledged by the Assignee, the Assignee agrees that it shall be responsible for payment of pre-filing monetary

defaults under the lease for Store No. 2022 (Chinook) in the amount of \$10,250.00 (the “**Chinook Pre-Filing Arrears**”), which has been assigned by Assignor to Assignee pursuant to and in accordance with the terms of the Omnibus Assignment and Assumption of Leases, FF&E and Trade Fixtures dated March 28, 2023. In exchange for the Assignee agreeing to assume and pay the Chinook Pre-Filing Arrears, the Assignor has agreed to accept a corresponding reduction to the Consideration paid by the Assignee in Section 3.1(a)(i) above, such that the Assignee shall only be required to remit payment in the amount of \$169,750 for the Assigned Leases.

ARTICLE 4 ADJUSTMENTS

4.1 Rent

The Assignor and the Assignee shall adjust as between themselves the rent (including basic or minimum rent and additional rent) and other amounts payable under the Assigned Leases which have been paid or pre-paid to the applicable Landlords in respect of the Assigned Leases for any period prior to the Closing Date as well as the month in which the Closing Date occurs, with the Closing Date itself to be allocated to the Assignee.

4.2 Utilities

The Assignee shall not assume, and as of the Closing Date, the Assignor shall terminate, any contracts or agreements entered into by or on behalf of the Assignor for the supply of any utilities including, without limitation, electricity, gas, water, fuel, telephone service, internet services, security and surveillance services or otherwise at the Assigned Premises (collectively, “**Utilities**” and each, a “**Utility**”). From and after the Closing Date, any and all charges and other related fees payable for Utilities for the Assigned Premises pursuant to any invoice or statement issued on or after the Closing Date to the extent relating to a time period commencing on or after the Closing Date, shall be the sole responsibility of the Assignee. On the Closing Date, the Assignee shall set up all required Utility accounts for the Assigned Premises in its own name, and the Assignor shall not be responsible for payment of any utilities following such date. The parties agree to adjust on the Closing Date for any Utilities paid by the Assignor in respect of any period following the Closing Date that the Assignee will have the benefit of.

ARTICLE 5 TAXES

5.1 Tax Matters

The Assignee will pay, in addition to the Consideration, and the Assignor will collect, any goods and services tax, provincial sales tax or harmonized sales tax, as the case may be, imposed under the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the “**Excise Tax Act**”) and any similar value added or multi-staged tax or sales tax exigible on the Assignment, except to the extent that the Assignee is permitted under subsection 221(2) of the Excise Tax Act and any equivalent or corresponding provision under any applicable provincial or territorial legislation to self-assess and remit such taxes with respect to the Assigned Leases directly to the appropriate governmental authority. Further, together with the execution of this Agreement, the Assignee shall execute a certificate, undertaking and indemnity which includes its certification of its registration number issued under the Excise Tax Act, and is in the form attached hereto as Schedule “D”, dated as of

the Closing Date (the “**GST/HST Certificate, Undertaking and Indemnity**”). For the avoidance of doubt, the Assignee’s ability to self assess as set out in the GST/HST Certificate, Undertaking and Indemnity for goods and services tax or harmonized sales tax will be with respect to that payable on the consideration in respect of the Assigned Leases only and not with respect to goods and services tax, provincial sales tax or harmonized sales tax payable on the FF&E or Trade Fixtures.

5.2 Residency of Assignee

The Assignee warrants, represents and covenants to the Assignor, and acknowledges and confirms that the Assignor is relying on such representation and warranty in connection with the entering into of this Agreement, that the Assignee is not a non-resident of Canada within the meaning of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), as amended.

The provisions of this Article 5 shall survive and not merge on closing.

ARTICLE 6 GENERAL

6.1 Defined Terms

Unless otherwise expressly provided for herein, all capitalized terms when used in this Agreement have the same meaning given to such terms in the Assigned Lease.

6.2 Indemnifier

Indemnifier hereby acknowledges this Agreement and the other parties hereto acknowledge that the Indemnifier is a beneficiary hereof.

6.3 Time of the Essence

Time shall be of the essence of this Agreement.

6.4 Enurement

This Agreement shall become effective when executed by the parties hereto and after that time shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, personal legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by either party without the consent of the other party.

6.5 Entire Agreement

This Agreement and the schedules hereto constitute the entire agreement between the parties with respect to the assignment and assumption of the Assigned Leases and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, conditions or other agreements, legal or conventional, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying

on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

6.6 Waiver

- (a) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (b) No failure on the part of any party to this Agreement to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

6.7 Further Assurances

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

6.8 Severability

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

6.9 Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding the foregoing, the real property laws of the province in which the stores leased pursuant to the Assigned Leases are located shall apply with respect real property matters in respect of such stores.

6.10 Forum

Each party to this Agreement submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in the CCAA proceedings before the Court until the termination of such proceedings.

6.11 Headings

The division of this Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Agreement.

6.12 References

Where in this Agreement reference is made to an article or section, the reference is to an article or section in this Agreement unless the context indicates the reference is to some other agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively. The word “or” is not exclusive.

6.13 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

6.14 Business Days

For purposes of this Agreement, “**Business Days**” shall mean those days that are Monday – Friday, inclusive, excluding holidays in the Province of Ontario or the Province in which any of the Premises are located. If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day. All actions to be made or taken by a particular Business Day must be made or taken by no later than 4:30 p.m. (Toronto time) on a Business Day and any action made or taken thereafter shall be deemed to have been made and received on the next Business Day.

6.15 Notice

Any notice, consent, confirmation or approval required or permitted to be given in connection with this Agreement or the Lease (a “**Notice**”) shall be in writing and shall be sufficiently given if delivered or transmitted in accordance with the Lease at the address for such party set out below:

(a) To the Assignor:

Bed Bath & Beyond Canada LP
c/o
Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: SVP Real Estate and Store Development

Bed Bath & Beyond Canada LP
c/o
Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: General Counsel

Bed Bath & Beyond Canada LP
c/o

Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: Lease Administration

(b) To the Assignee:

11607987 Canada Inc. dba DKB Capital

1430 Cormorant Road
Ancaster, Ontario, L9G 4V5

Attention: Doug Putman and Jesse Gardner
Email: doug@putmaninvestments.com and jesse@putmaninvestments.com

(c) To the Monitor:

Alvarez & Marsal Canada Inc.
200 Bay St.
Toronto, Ontario M5J 2J1

Attention: Al Hutchens/Ryan Gruneir
Email: ahutchens@alvarezandmarsal.com/rgruneir@alvarezandmarsal.com

(d) To the Indemnifier:

Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: SVP Real Estate and Store Development

6.16 Counterparts and Delivery

All parties agree that this Agreement may be executed in counterpart and transmitted by electronic means and that the reproduction of signatures in counterpart by way of electronic means will be treated as though such reproduction were executed originals.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

**BED BATH & BEYOND CANADA L.P. by
its general partner BBB CANADA LTD.**

By: Wade Haddad
Name: Wade Haddad
Title: Authorized Signatory

**11607987 CANADA INC. dba DKB
CAPITAL**

By: _____
Name:
Title:

BED BATH & BEYOND INC.

By: Wade Haddad
Name: Wade Haddad
Title: Authorized Signatory

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

**BED BATH & BEYOND CANADA L.P. by
its general partner BBB CANADA LTD.**

By: _____
Name: Wade Haddad
Title: Authorized Signatory

**11607987 CANADA INC. dba DKB
CAPITAL**

By:  _____
Name: Doug Putman
Title: President

BED BATH & BEYOND INC.

By: _____
Name: Wade Haddad
Title: Authorized Signatory

**SCHEDULE “A”
LEASE PARTICULARS**

Store ID	Premises	Landlord	Lease Documents
2011	Certain premises in the City of Ottawa, in the Province of Ontario, as more particularly described in the Lease	Sun Life Assurance Company of Canada, Barrhaven Town Centre Inc. and 8750840 Canada Inc.	<p>Lease dated April 15, 2009 between Barrhaven Town Centre Inc. (the “Original Landlord”), as landlord, and the Assignor, as same has been assigned, amended, restated, renewed or supplemented from time to time, including but not limited to:</p> <ul style="list-style-type: none"> • Letter dated November 12, 2010, from Centrecorp Management Services Limited to the Assignor regarding Future Shop Exclusive • Lease Amending Agreement dated November 12, 2010, between the Original Landlord and the Assignor • Letter dated April 13, 2011, from the Original Landlord to the Assignor • Letter dated July 5, 2011, from the Original Landlord to the Assignor • Letter dated August 18, 2011, from the Original Landlord to the Assignor • Lease Extension and Amending Agreement dated August 19, 2021 between the Landlord, the Assignor and the Indemnifier
2016	Certain premises in the City of Edmonton, in the Province of Alberta, as more particularly described in the Lease	Canadian Property Holdings (Alberta) Inc. and Cameron Corporation	<p>Lease dated July 31, 2009 between Grosvenor Canada Limited and Cameron Corporation (collectively, the “Original Landlord”), as landlord, and the Assignor, as same has been assigned, amended, restated, renewed or supplemented from time to time, including but not limited to:</p> <ul style="list-style-type: none"> • Multi-Tenant Pylon Rental Agreement dated June 20, 2011, between Cameron Corporation and the Assignor • Amendment of Lease dated August 31, 2012, between Canadian Real Estate Investment Trust (as agent for Canadian Property Holdings (Alberta) Inc. (as successor in interest to Grosvenor Canada Limited)) and Cameron Corporation and the Assignor • Second Amendment of Lease dated November 27, 2013 between the Landlord, the Assignor and the Indemnifier

SCHEDULE "B"
FORM OF LANDLORD CONSENT

See attached

LANDLORD WAIVER AND AMENDMENT OF LEASE

THIS AGREEMENT is made as of the ● day of April, 2023 (the “**Effective Date**”)

B E T W E E N:

BED BATH & BEYOND CANADA L.P.

(the “**Assignor**”)

- and -

11607987 CANADA INC. dba DKB CAPITAL

(the “**Assignee**”)

- and -

[LANDLORD]

(the “**Landlord**”)

- and -

BED BATH & BEYOND INC.

(the “**Indemnifier**”)

RECITALS:

- A. Pursuant to a lease dated ● between the Landlord and the Assignor, as the same has been assigned, amended, restated, renewed or supplemented from time to time, including but not limited to those documents listed in Schedule “A” attached hereto (collectively, the “**Lease**”), the Landlord leased to the Assignor certain premises at ● in the City of ●, in the Province of ● as more particularly described in the Lease (the “**Premises**”).
- B. The Indemnifier entered into an indemnity agreement in favour of the Landlord dated ●, as same may have been assigned, amended, restated, renewed or supplemented from time to time (collectively, the “**Indemnity**”).
- C. BBB Canada Ltd. and the Assignor (collectively, the “**BBB Canada Entities**”) were granted protection by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and Alvarez & Marsal Canada Inc. was appointed as the monitor of the BBB Canada Entities, pursuant to an Order of the Court dated February 10, 2023, as amended and restated on February 21, 2023, and as may be further amended, restated and/or amended and restated from time to time (collectively, the “**Initial Order**”). Pursuant to the terms of the Initial Order, the BBB Canada Entities and the Indemnifier have the benefit of a stay of proceedings and certain other protections and benefits provided by the Initial Order and the CCAA.

- D. The Assignor, the Assignee and the Indemnifier have entered into an Omnibus Assignment and Assumption of Leases, FF&E and Trade Fixtures dated April 17, 2023 (said agreement as amended, assigned, modified, supplemented, restated and/or amended and restated from time to time being collectively the “**Assignment Agreement**”) whereby the Assignor agreed to assign to the Assignee, *inter alia*, all of the Assignor’s right, title and interest in and to the Lease and the Premises and in and to certain FF&E and Trade Fixtures (each as defined therein) on the Closing Date (as hereinafter defined), in accordance with and subject to the terms and conditions contained therein (collectively, the “**Assigned Interest**”).
- E. The assignment of the Lease and the Premises is conditional upon, *inter alia*, the Landlord providing its waiver of termination right as set out herein.
- F. The parties hereto wish to enter into this Agreement to provide for the Landlord’s waiver of its termination right and notice period in respect of the assignment of the Lease and to amend the Lease, in accordance with and subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 ASSIGNEE COVENANTS

1.1 As Is, Where Is

The Assignee covenants and agrees in favour of the Landlord and the Assignor that it has had an opportunity to inspect and will accept the Assigned Interest, including the Lease and Premises, in all respects in an “as is where is” condition as of the Closing Date without any representation or warranty whatsoever, in this Agreement or in any agreement entered into directly between the Landlord and the Assignee, and the Assignee has reviewed the Lease and is familiar with the Lease in all respects. Any personal property, FF&E and Trade Fixtures left in the Premises on the Closing Date shall become the sole property of the Assignee.

1.2 Performance of Obligations

The Assignee covenants and agrees with the Landlord that it shall, from and after May 1, 2023 (the “**Closing Date**”):

- (a) pay all rent reserved at the times and in the manner provided in the Lease with respect to the period from and after the Closing Date;
- (b) make all other payments covenanted to be paid by the tenant therein at the times and in the manner provided for in the Lease with respect to the period from and after the Closing Date;
- (c) assume, observe, perform and be liable for the performance of each of the terms, covenants, provisions, conditions, liabilities, obligations and agreements contained

in the Lease, as amended herein, on the part of the tenant therein as if the Assignee were the tenant originally named in the Lease;

- (d) perform all of its obligations under the Assignment Agreement to be performed on or prior to the Closing Date; and
- (e) deliver to the Landlord certificates of insurance in compliance with Tenant's obligations under the Lease prior to entering into or taking possession of the Premises.

ARTICLE 2 LANDLORD WAIVER AND RELEASE

2.1 Landlord Waiver and Approval of Assignment

The Landlord hereby irrevocably waives: (a) its right under the Lease to terminate the Lease upon receiving notice of the assignment of the Lease; (b) all requirements in respect of the time the Assignor must grant to the Landlord to consider whether it wishes to exercise its right to terminate the Lease in connection with an assignment of the Lease; and (c) any notice period and notice particulars that must be provided to Landlord prior to an assignment of the Lease or Premises taking effect. The Landlord's waiver hereunder does not extend to any further or other assignment, subletting or parting with possession of all or any part of the Premises which would require the waiver of the Landlord's termination rights pursuant to the terms of the Lease, as amended by this Agreement. The Landlord acknowledges the absolute assignment of the Assignor's right, title and interest in and to the Lease and Premises by the Assignor to the Assignee as of and from the Closing Date.

2.2 Landlord Acknowledgement

The Landlord acknowledges that the Lease is a good, valid and subsisting lease and has not been amended or supplemented (other than as set out herein) and that there is no existing default under the Lease by either the Assignor or the Landlord of which the Landlord is aware, other than any default arising as a result of the insolvency of the Assignor. In addition, the Landlord specifically agrees that:

- (a) the Landlord shall not exercise any right or remedy under the Lease, including termination of the Lease, by reason of the BBB Canada Entities' CCAA proceedings or the insolvency of the Assignor;
- (b) the Landlord shall not be entitled to any of the following which the Assignor may receive from the Assignee: (i) excess rent in the form of cash, goods or services, or (ii) money or other value that is reasonably attributable to leasehold improvements that are owned by the Landlord;
- (c) the Assignee shall not be responsible to the Landlord for any monetary or non-monetary obligation resulting from or in respect of the BBB Canada Entities' CCAA proceedings or the insolvency of the Assignor or any default of the Assignor arising or relating to the period of time prior to the Closing Date, excluding non-monetary defaults under the Lease which the Landlord notified the Assignor of

prior to February 10, 2023, or which first arose between February 10, 2023 and the date hereof;

- (d) excluding non-monetary defaults under the Lease which the Landlord notified the Assignor of prior to February 10, 2023, or which first arose between February 10, 2023 and the date hereof, any and all notices of default and demands given to the Assignor, if any, in connection with any defaults or non-compliance with the Lease, including any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, are hereby waived and/or rescinded, as the case may be, and shall be of no further force and effect; and
- (e) notwithstanding anything to the contrary contained in the Lease, neither the Assignee nor the Assignor are required to repay to the Landlord any tenant inducements or tenant allowances provided to the Assignor, if any (including, for greater certainty, the unamortized portion of any such inducement or allowance).

2.3 Release of Landlord

Notwithstanding anything to the contrary contained in this Agreement, the Lease, the Indemnity or otherwise, the Assignee hereby absolutely and irrevocably releases and discharges the Landlord from all claims relating to the Lease, the Premises and/or the shopping centre in which the Premises are located (the “**Shopping Centre**”), which occurred prior to the Closing Date.

2.4 Release of Assignor, Assignee and Indemnifier

Notwithstanding anything to the contrary contained in this Agreement, the Lease, the Indemnity or otherwise, the Landlord hereby absolutely and irrevocably releases and discharges:

- (a) the Assignor from all of the terms, covenants, provisions, conditions, liabilities, obligations and agreements relating to the Lease, the Premises and/or Shopping Centre, whether incurred prior to, on, or after the Closing Date;
- (b) the Assignee from all of the terms, covenants, provisions, conditions, liabilities, obligations and agreements relating to the Lease, the Premises and/or the Shopping Centre which were incurred during or relate to the period prior to the Closing Date, excluding non-monetary defaults under the Lease which the Landlord notified the Assignor of prior to February 10, 2023, or which first arose between February 10, 2023 and the date hereof; and
- (c) the Indemnifier from all of the terms, covenants, provisions, conditions, liabilities, obligations and agreements relating to the Lease, the Indemnity, the Premises and/or the Shopping Centre whether incurred prior to, on, or after the Closing Date.

The Landlord confirms that there are no non-monetary defaults under the Lease which the Landlord notified the Assignor of prior to February 10, 2023, or which first arose between February 10, 2023 and the date hereof.

ARTICLE 3 AMENDMENT OF LEASE

3.1 Permitted Use

The Assignee covenants in favour of the Landlord that it will carry on its business from the Premises in accordance with all of the terms, covenants and conditions contained in the Lease relating to the permitted use of the Premises and shall not breach any prohibited or excluded uses as set out in the Lease.

3.2 Lease Amendments

As of the Closing Date, the Lease is amended as follows:

(a) Trade Name

All references to “Bed Bath & Beyond” or “buybuy BABY” as the Tenant’s trade name in the Lease are hereby deleted and replaced with the trade name of the Assignee’s business, to be determined by the Assignee prior to the Closing Date.

All references to a “Bed, Bath & Beyond store” are deemed to refer to the name of the Assignee’s store, to be determined by the Assignee prior to the Closing Date.

(b) Signage

The Assignee shall be entitled to all signage rights held by the Assignor, as tenant, under the Lease or held by the Assignor prior to the Closing Date, including without limitation any monument or pylon signage rights, except that signage specifically including the name or logos of Assignor’s business shall be permitted to include the name and logos, as applicable, of the Assignee’s business.

3.3 Recapture Deferral

Provided that the Assignee, from and after the Closing Date, proceeds diligently and in good faith to take the necessary steps to open its store for business to the public for the Permitted Use, then the Landlord shall not exercise its right under the Lease to recapture the Premises or terminate the Lease solely by reason of the discontinuance of the operation of business in the Premises.

ARTICLE 4 TERMINATION OF INDEMNITY

4.1 Termination of Indemnity

The Landlord and the Indemnifier agree that, effective as of the Closing Date, the Indemnity is hereby terminated and is of no further force and effect and the Landlord hereby irrevocably releases the Indemnifier from any terms, covenants, provisions, conditions, claims, liabilities, obligations and agreements in respect of the Indemnity.

ARTICLE 5 GENERAL

5.1 Defined Terms

Unless otherwise expressly provided for herein, all capitalized terms when used in this Agreement have the same meaning given to such terms in the Assignment Agreement, and if not defined in the Assignment Agreement then in the Lease.

5.2 Time of the Essence

Time shall be of the essence of this Agreement.

5.3 Enurement

This Agreement shall become effective when executed by the parties hereto and after that time shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, personal legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by either party without the consent of the other party.

5.4 Entire Agreement

This Agreement and the schedules thereto, and the Assignment Agreement and the schedules thereto constitute the entire agreement between the parties with respect to the assignment and assumption of the Lease contemplated in the Assignment Agreement and supersedes all other prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, conditions or other agreements, legal or conventional, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement or the Assignment Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement and the Assignment Agreement.

5.5 Waiver

- (a) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (b) No failure on the part of any party to this Agreement to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

5.6 Further Assurances

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or

advisable from time to time in order to provide for the assignment of the Lease to the Assignee and carry out the terms and conditions of this Agreement in accordance with their true intent.

5.7 Severability

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

5.8 Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding the foregoing, the real property laws of the province in which the Premises are located shall apply with respect real property matters in respect of the Premises.

5.9 Forum

Each party to this Agreement submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or related to this Agreement or the Assignment Agreement and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in the CCAA proceedings before the Court until the termination of such proceedings.

5.10 Headings

The division of this Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Agreement.

5.11 References

Where in this Agreement reference is made to an article or section, the reference is to an article or section in this Agreement unless the context indicates the reference is to some other agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively. The word “or” is not exclusive.

5.12 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

5.13 Notice

Any notice, consent or approval required or permitted to be given in connection with this Agreement or the Lease shall be in writing and shall be sufficiently given if delivered or transmitted in accordance with the Lease at the address for such party set out below:

(a) To the Assignor:

Bed Bath & Beyond Canada LP
c/o
Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: SVP Real Estate and Store Development

Bed Bath & Beyond Canada LP
c/o
Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: General Counsel

Bed Bath & Beyond Canada LP
c/o
Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: Lease Administration

(b) To the Assignee:

c/o DKB Capital
1430 Cormorant Road
Ancaster, Ontario L9G 4V5
Attention: Doug Putman and Jesse Gardner

(c) To the Landlord:



(d) To the Indemnifier:

Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: SVP Real Estate and Store Development

5.14 Counterparts and Delivery

All parties agree that this Agreement may be executed in counterpart and transmitted by electronic means and that the reproduction of signatures in counterpart by way of electronic means will be treated as though such reproduction were executed originals.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

**BED BATH & BEYOND CANADA L.P. by
its general partner BBB CANADA LTD.**

By: _____
Name: Wade Haddad
Title: Authorized Signing Officer

**11607987 CANADA INC. dba DKB
CAPITAL**

By: _____
Name:
Title:

[LANDLORD]

By: _____
Name:
Title:

By: _____
Name:
Title:

BED BATH & BEYOND INC.

By: _____
Name: Wade Haddad
Title: Authorized Signing Officer

SCHEDULE "A" – LEASE PARTICULARS

1. ●

SCHEDULE “C”

Store ID	Shopping Centre/Store Name (if applicable) and Address	Consideration allocated to Lease	Consideration allocated to FF&E and Trade Fixtures	Consideration allocated to Security Equipment
2011	Barrhaven Town Centre, 3777 Strandherd Drive, Ottawa, Ontario	\$130,000.00 ¹	\$12,254.00	\$2,781.00
2016	South Edmonton Common, 98th Street, Edmonton, Alberta	\$50,000.00	\$15,346.00	\$3,063.00
TOTAL	----	\$180,000.00	\$27,600.00	\$5,844.00

¹ Subject to credit for Chinook Pre-Filing Arrears in the amount of \$10,250.00 per Section 3.5 of the Agreement.

**SCHEDULE “D”
GST/HST CERTIFICATE, UNDERTAKING AND INDEMNITY**

TO: BED BATH & BEYOND CANADA L.P. (the “Assignor”)

RE: Omnibus Assignment and Assumption of Leases (Barrhaven Town Centre and South Edmonton Common) dated April 17, 2023 made between the Assignor, 11607987 Canada Inc. dba DKB Capital (the “Assignee”) and Bed Bath & Beyond Inc., as amended from time to time (the “Agreement”).

In consideration of the Agreement, the Assignee hereby certifies and agrees as follows:

- (a) the Assignee is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act*, R.S.C., 1985, c. E-15, as amended, restated, supplemented or substituted from time to time (the “**Excise Tax Act**”) with respect to the goods and services tax and harmonized sales tax, and that its registration number is: 772351730 RT 0001, which registration shall be in full force and effect and shall not have been cancelled or revoked on the Closing Date;
- (b) the Assignee has entered into the Agreement, and the Assigned Interest is being assigned to the Landlord on the Closing Date, as principal for its own account and not as an agent, nominee, trustee or otherwise on behalf of or for another Person (as defined in the Excise Tax Act);
- (c) to the extent permitted under subsection 221(2) of the Excise Tax Act and any equivalent or corresponding provision under any applicable provincial or territorial legislation, the Assignee shall self-assess and remit directly to the appropriate governmental authority any taxes including goods and services tax or harmonized sales tax, as the case may be, imposed under the Excise Tax Act and any similar value added or multi-staged tax or sales tax imposed by any applicable provincial or territorial legislation payable in connection with the Assignment;
- (d) the Assignee shall make and file all required return(s) in accordance with the requirements of subsection 228(4) of the Excise Tax Act and any equivalent or corresponding provision under any applicable provincial or territorial legislation; and
- (e) the Assignee shall indemnify and save the Assignor harmless from and against any and all goods and services tax or harmonized sales tax, as the case may be, imposed under the Excise Tax Act and any similar value added or multi-staged tax or sales tax, penalties, costs and/or interest which may become payable by or assessed against the Assignor as a result of any failure by the Assignor to collect and remit any goods and services tax or harmonized sales tax payable under the Excise Tax Act or any similar value added or multi-staged tax or sales tax and applicable on the Assignment or as a result of any inaccuracy, misstatement or misrepresentation made by the Assignee on the Closing Date in connection with any matter raised in this GST/HST Certificate, Undertaking and Indemnity or any failure by the Assignee to comply with the provisions of this GST/HST Certificate, Undertaking and Indemnity.

Capitalized terms used in this GST/HST Certificate, Undertaking and Indemnity and not defined herein shall have the meanings ascribed to them in the Agreement.

This GST/HST Certificate, Undertaking and Indemnity may be executed in counterpart and transmitted by electronic means and that the reproduction of such signatures will be treated as though such reproduction were executed originals.

DATED May 1, 2023

**11607987 CANADA INC. dba DKB
CAPITAL**

By: _____
Name:
Title:

THIS IS **EXHIBIT “B”** REFERRED TO IN THE SUPPLEMENTAL AFFIDAVIT OF WADE HADDAD SWORN BEFORE ME over video teleconference this 26th day of April, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Union, in the State of New Jersey while the Commissioner was located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits
Emilie Dillon (LSO No. 85199L)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 28 TH
)	
CHIEF JUSTICE MORAWETZ)	DAY OF APRIL, 2023

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 OR ARRANGEMENT
OF BBB CANADA LTD.
(the "**Applicant**")

ASSIGNMENT, APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, (i) approving the transactions (collectively, the "**Transactions**" and each, a "**Transaction**") contemplated by the assignment agreements (collectively, the "**Assignment Agreements**" and each, an "**Assignment Agreement**") between, *inter alios*, Bed Bath & Beyond Canada L.P. ("**BBB L.P.**", and together with the Applicant, the "**BBB Entities**") and each of the purchaser parties to the applicable Assignment Agreement as set out in Schedule "A" attached hereto (collectively, the "**Purchasers**" and for each such Assignment Agreement, a "**Purchaser**"), (ii) assigning to and vesting in the Purchasers, as applicable, all of BBB L.P.'s right, title and interest in and to the leases (as amended, modified, assigned and restated, collectively, the "**Leases**") and other purchased assets described in the Assignment Agreements set out in Schedule "A" hereto (the Leases and such other assets collectively referred to herein as the "**Purchased Assets**") and (iii) extending the Stay Period to June 27, 2023, was heard this day via videoconference.

ON READING the Notice of Motion of the Applicant, the Affidavit of Wade Haddad sworn on April 21, 2023 including the exhibits thereto (the "**Haddad Affidavit**"), the Affidavit of

Wade Haddad sworn on April 26, 2023 including the exhibits thereto, the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”), dated April 24, 2023 (the “**Third Report**”), filed, and the fee affidavits of Michael S. Shakra sworn April 24, 2023 and Alan J. Hutchens sworn April 24, 2023 (collectively, the “**Fee Affidavits**”), and on hearing the submissions of respective counsel for the BBB Entities, the Monitor, and such other counsel as were present and listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavits of Service of Emily Paplawski, sworn April 21, 2023 and April 26, 2023, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated February 21, 2023 (the “**Initial Order**”).

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including June 27, 2023.

APPROVAL OF ASSIGNMENT OF PURCHASED ASSETS

4. **THIS COURT ORDERS AND DECLARES** that the Transactions are hereby approved, and the execution and delivery of each of the Assignment Agreements by BBB L.P. is hereby authorized and approved, with such minor amendments as BBB L.P. and the applicable Purchaser may agree to with the consent of the Monitor. BBB L.P. is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Leases to the Purchasers pursuant to the Assignment Agreements and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Assignment Agreements.

5. **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate to BBB L.P. and the applicable Purchaser, substantially in the form attached as Schedule "B" hereto (collectively the "**Monitor's Certificates**" and each, a "**Monitor's Certificate**"):

- (a) all of the rights and obligations of BBB L.P. under the Leases described in the applicable Assignment Agreement and set forth in Schedule "A" (collectively, the "**Leases**" and each, a "**Lease**") shall be assigned, conveyed, transferred and assumed by such Purchaser pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the landlords under the respective Leases notwithstanding any restriction or prohibition, if any, contained in any such Lease relating to the assignment thereof, including but not limited to, provisions, if any, requiring the consent of or notice for any period in advance of the assignment to any party to any such Lease;
- (b) all of BBB L.P.'s right, title and interest in and to the Purchased Assets described in the applicable Assignment Agreement shall vest absolutely in such Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (i) any encumbrances or charges created by the Initial Order; and
 - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which, as set out in the foregoing paragraphs 5(b)(i) and 5(b)(ii), are collectively referred to as the "**Encumbrances**"), provided that: (A) except as set forth in paragraph 5(a) or (c) or as may be otherwise agreed to by the Purchaser and the applicable landlord with respect to a Lease, nothing herein shall affect the rights and remedies of such landlord against the Purchaser that may arise under or in

respect of a Lease; and (B) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances identified in, or pursuant to, the Assignment Agreements. For greater certainty, this Court orders that (i) all of the Encumbrances affected or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets; (ii) nothing in this Order shall affect the rights and remedies under and pursuant to any landlord consent agreement (a “**Consent Agreement**”) executed with respect to the Assignment Agreements; and (iii) nothing in this Order shall affect the rights and remedies of a landlord against an indemnifier with respect to a Lease (each an “**Indemnifier**”, including but not limited to Bed Bath & Beyond Inc.) arising from any and all indemnity agreements existing between a landlord and an Indemnifier (provided that, for the avoidance of doubt, such indemnity agreements shall be subject to the terms of any applicable Consent Agreement); and

- (c) the landlords under the respective Leases are prohibited from exercising any rights or remedies under the Leases, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
- (i) any defaults arising from the insolvency of the BBB Entities or any of their affiliates;
 - (ii) the commencement of these CCAA proceedings;
 - (iii) any defaults and/or recapture rights which arise upon the assignment of the Leases to the applicable Purchaser; or
 - (iv) BBB L.P. having breached a non-monetary obligation under the Lease unless, (A) the applicable landlord under a Lease and the applicable Purchaser have agreed otherwise; or (B) (i) such non-monetary breach arises or continues after the Lease is assigned to the applicable Purchaser; (ii) such non-monetary breach is capable of being cured by such Purchaser; and (iii) such Purchaser has failed to remedy the default after having received notice of such default pursuant to the terms of the Lease,

and are hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, no landlord under a Lease shall rely on a notice of default sent prior to the filing of the applicable Monitor's Certificate to terminate a Lease as against the applicable Purchaser.

6. **THIS COURT ORDERS** that no Lease may be assigned unless all amounts owing in respect of monetary defaults under the applicable Lease, other than those arising by reason only of the BBB Entities' insolvency, the commencement of these CCAA proceedings, or BBB L.P.'s failure to perform a non-monetary obligation, are paid on the Closing Date (as defined below), or such later date as may be agreed to by the applicable Purchaser and the applicable landlord under the Lease on prior written notice to the Monitor (the "**Closing Date**" being the date of the delivery of the applicable Monitor's Certificate).

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the proceeds, net of fees payable to RVC pursuant to the Exclusive Listing Agreement (each as defined in the Haddad Affidavit) and other applicable amounts, from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of a Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate, except as expressly set out to the contrary in any agreement between BBB L.P., the Purchaser and the applicable landlord under the Lease, the applicable Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the applicable Leases and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the applicable Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the applicable Leases, without any interruption from BBB L.P. or the landlords under the Leases.

9. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Purchasers to assume the applicable Leases and to

perform the Purchasers' obligations under the applicable Leases, as set out in the Assignment Agreements, except as expressly set out to the contrary in any agreement between BBB L.P., the Purchaser and the applicable landlord under the Lease.

10. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of each of the Monitor's Certificates, forthwith after delivery thereof.

APPROVAL OF MONITOR'S REPORTS, ACTIVITIES AND FEES

11. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor, dated February 10, 2023, the First Report of the Monitor, dated February 17, 2023, the Second Report of the Monitor dated April 7, 2023 and the Third Report and the activities, conduct and decisions of the Monitor and its counsel set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

12. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report and the Fee Affidavits, are hereby approved.

GENERAL

13. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the BBB Entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the BBB Entities;

the vesting of the Purchased Assets in the Purchasers, as applicable, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the BBB Entities and shall not be void or voidable by creditors of any of the BBB Entities, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

SCHEDULE "A"
LEASES

(See attached)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENTS

1. Assignment and Assumption of Lease Agreement among BBB LP, Winners Merchant International L.P. and Bed Bath & Beyond Inc., dated April 21, 2023, in respect of the Lease dated as of July 22, 2013, between Canadian Tire Properties, Inc., as successor-in-interest to RioCan Holdings (Collingwood) Inc., and BBB LP, in respect of certain premises located at Collingwood Centre, in the City of Collingwood, in the Province of Ontario

2. Omnibus Assignment and Assumption of Leases among BBB LP, 11607987 Canada Inc. dba DKB Capital and Bed Bath & Beyond Inc., dated April 17, 2023, in respect of the Lease dated as of April 15, 2009, between Barrhaven Town Centre Inc. and BBB LP, in respect of certain premises located at Barrhaven Town Centre, in the City of Ottawa, in the Province of Ontario

**SCHEDULE “B”
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-23-00694493-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF BBB CANADA LTD.

MONITOR’S CERTIFICATE

RECITALS

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 28, 2023 (the “**Assignment Order**”).

B. Pursuant to the Assignment Order, the Court approved the Assignment Agreements and provided for the vesting in the Purchasers of BBB L.P.’s right, title and interest in and to the Purchased Assets described in the Assignment Agreements, which vesting is to be effective with respect to the Purchased Assets described in an Assignment Agreement upon the delivery by the Monitor to the applicable Purchaser and BBB L.P. of a certificate confirming (i) the conditions to closing as set out in such Assignment Agreement have been satisfied or waived by such Purchaser and BBB L.P., as applicable; and (ii) the applicable Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. _____ [PURCHASER] (the “**Assignee**”) has paid and BBB L.P. has received the Consideration payable on the Closing Date pursuant to the Assignment Agreement between, *inter alios*, the Assignee and BBB L.P. (each as defined in such Assignment Agreement);

2. The Monitor has received written notice from the Assignee and BBB L.P. that the conditions to closing as set out in such Assignment Agreement have been satisfied or waived by the Assignee and BBB L.P., as applicable; and

3. The applicable Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Alvarez & Marsal Canada Inc., in its capacity as Monitor of BBB Canada Ltd. and Bed Bath & Beyond Canada L.P., and not in its personal or corporate capacity

By: _____
Name:
Title:

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

Court File No: CV-23-00694493-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BBB CANADA LTD.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ASSIGNMENT, APPROVAL AND VESTING
ORDER**

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

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Tel: (416) 362-2111
Fax: (416) 862-6666

Lawyers for the Applicant

52640483.4

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 28 TH
)	
CHIEF JUSTICE MORAWETZ)	DAY OF APRIL, 2023

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 OR ARRANGEMENT
OF BBB CANADA LTD.
(the "**Applicant**")

ASSIGNMENT, APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, (i) approving the transactions (collectively, the "**Transactions**" and each, a "**Transaction**") contemplated by the assignment agreements (collectively, the "**Assignment Agreements**" and each, an "**Assignment Agreement**") between, *inter alios*, Bed Bath & Beyond Canada L.P. ("**BBB L.P.**", and together with the Applicant, the "**BBB Entities**") and each of the purchaser parties to the applicable Assignment Agreement as set out in Schedule "A" attached hereto (collectively, the "**Purchasers**" and for each such Assignment Agreement, a "**Purchaser**"), (ii) assigning to and vesting in the Purchasers, as applicable, all of BBB L.P.'s right, title and interest in and to the leases (as amended, modified, assigned and restated, collectively, the "**Leases**") and other purchased assets described in the Assignment Agreements set out in Schedule "A" hereto (the Leases and such other assets collectively referred to herein as the "**Purchased Assets**") and (iii) extending the Stay Period to June 27, 2023, was heard this day via videoconference.

ON READING the Notice of Motion of the Applicant, the Affidavit of Wade Haddad sworn on April 21, 2023 including the exhibits thereto (the "**Haddad Affidavit**"), [the Affidavit](#)

[of Wade Haddad sworn on April 26, 2023 including the exhibits thereto](#), the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”), dated April ●[24](#), 2023 (the “**Third Report**”), filed, and the fee affidavits of Michael S. Shakra sworn April ●[24](#), 2023 and Alan J. Hutchens sworn April ●[24](#), 2023 (collectively, the “**Fee Affidavits**”), and on hearing the submissions of respective counsel for the BBB Entities, the Monitor, and such other counsel as were present and listed on the Counsel Slip, no one else appearing although duly served as appears from the ~~Affidavit~~[Affidavits](#) of Service of Emily Paplawski, sworn April ~~{21}~~,[2023 and April 26](#), 2023, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated February 21, 2023 (the “**Initial Order**”).

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including June 27, 2023.

APPROVAL OF ASSIGNMENT OF PURCHASED ASSETS

4. **THIS COURT ORDERS AND DECLARES** that the Transactions are hereby approved, and the execution and delivery of each of the Assignment Agreements by BBB L.P. is hereby authorized and approved, with such minor amendments as BBB L.P. and the applicable Purchaser may agree to with the consent of the Monitor. BBB L.P. is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Leases to the Purchasers pursuant to the Assignment Agreements and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Assignment Agreements.

5. **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate to BBB L.P. and the applicable Purchaser, substantially in the form attached as Schedule "B" hereto (collectively the "**Monitor's Certificates**" and each, a "**Monitor's Certificate**"):

(a) all of the rights and obligations of BBB L.P. under the Leases described in the applicable Assignment Agreement and set forth ~~under the header "4(a) Leases"~~ in Schedule "A" (collectively, the "~~4(a) Leases~~" and each, a "~~4(a) Lease~~") shall be assigned, conveyed, transferred and assumed by such Purchaser pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the landlords under the respective ~~4(a) Leases~~ notwithstanding any restriction or prohibition, if any, contained in any such ~~4(a) Lease~~ relating to the assignment thereof, including but not limited to, provisions, if any, requiring the consent of or notice for any period in advance of the assignment to any party to any such ~~4(a) Lease~~;

(b) all of BBB L.P.'s right, title and interest in and to the Purchased Assets described in the applicable Assignment Agreement shall vest absolutely in such Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(i) any encumbrances or charges created by the Initial Order; and

(ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which, as set out in the foregoing paragraphs 45(b)(i) and 45(b)(ii), are collectively referred to as the "**Encumbrances**"), provided that: (A) except as set forth in paragraph 45(a) or (c) or as may be otherwise agreed to by the Purchaser and the applicable landlord with respect to a Lease, nothing herein shall affect the

rights and remedies of such landlord against the Purchaser that may arise under or in respect of a Lease; and (B) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances identified in, or pursuant to, the Assignment Agreements. For greater certainty, this Court orders that (i) all of the Encumbrances affected or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets; (ii) nothing in this Order shall affect the rights and remedies under and pursuant to any landlord consent agreement (a “**Consent Agreement**”) executed with respect to the Assignment Agreements; and (iii) nothing in this Order shall affect the rights and remedies of a landlord against an indemnifier with respect to a Lease (each an “**Indemnifier**”, including but not limited to Bed Bath & Beyond Inc.) arising from any and all indemnity agreements existing between a landlord and an Indemnifier (provided that, for the avoidance of doubt, such indemnity agreements shall be subject to the terms of any applicable Consent Agreement); and

- (c) the landlords under the respective Leases are prohibited from exercising any rights or remedies under the Leases, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
- (i) any defaults arising from the insolvency of the BBB Entities or any of their affiliates;
 - (ii) the commencement of these CCAA proceedings;
 - (iii) any defaults and/or recapture rights which arise upon the assignment of the Leases to the applicable Purchaser; or
 - (iv) BBB L.P. having breached a non-monetary obligation under the Lease unless, (A) the applicable landlord under a Lease and the applicable Purchaser have agreed otherwise; or (B) (i) such non-monetary breach arises or continues after the Lease is assigned to the applicable Purchaser; (ii) such non-monetary breach is capable of being cured by such Purchaser; and (iii) such Purchaser has failed to remedy the default after having received notice of such default pursuant to the terms of the Lease,

and are hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, no landlord under a Lease shall rely on a notice of default sent prior to the filing of the applicable Monitor's Certificate to terminate a Lease as against the applicable Purchaser.

6. **THIS COURT ORDERS** that no ~~4(a)~~ Lease may be assigned unless all amounts owing in respect of monetary defaults under the applicable ~~4(a)~~ Lease, other than those arising by reason only of the BBB Entities' insolvency, the commencement of these CCAA proceedings, or BBB L.P.'s failure to perform a non-monetary obligation, are paid on the Closing Date (as defined below), or such later date as may be agreed to by the applicable Purchaser and the applicable landlord under the Lease on prior written notice to the Monitor (the "**Closing Date**" being the date of the delivery of the applicable Monitor's Certificate).

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the proceeds, net of fees payable to RVC pursuant to the Exclusive Listing Agreement (each as defined in the Haddad Affidavit) and other applicable amounts, from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of a Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate, except as expressly set out to the contrary in any agreement between BBB L.P., the Purchaser and the applicable landlord under the Lease, the applicable Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the applicable Leases and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the applicable Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the applicable Leases, without any interruption from BBB L.P. or the landlords under the Leases.

9. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Purchasers to assume the applicable Leases and to perform the Purchasers' obligations under the applicable Leases, as set out in the Assignment Agreements, except as expressly set out to the contrary in any agreement between BBB L.P., the Purchaser and the applicable landlord under the Lease.

10. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of each of the Monitor's Certificates, forthwith after delivery thereof.

APPROVAL OF MONITOR'S REPORTS, ACTIVITIES AND FEES

11. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor, dated February 10, 2023, the First Report of the Monitor, dated February 17, 2023, the Second Report of the Monitor dated April 7, 2023 and the Third Report and the activities, conduct and decisions of the Monitor and its counsel set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

12. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report and the Fee Affidavits, are hereby approved.

GENERAL

13. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") in respect of any of the BBB Entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the BBB Entities;

the vesting of the Purchased Assets in the Purchasers, as applicable, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the BBB

Entities and shall not be void or voidable by creditors of any of the BBB Entities, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

SCHEDULE "A"
LEASES

(See attached)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENTS

~~4(a) Leases:~~

1. Assignment and Assumption of Lease Agreement among BBB LP, Winners Merchant International L.P. and Bed Bath & Beyond Inc., dated April 21, 2023, in respect of the Lease dated as of July 22, 2013, between Canadian Tire Properties, Inc., as successor-in-interest to RioCan Holdings (Collingwood) Inc., and BBB LP, in respect of certain premises located at Collingwood Centre, in the City of Collingwood, in the Province of Ontario

~~4(b) Leases:~~

2. Omnibus Assignment and Assumption of Leases among BBB LP, ~~Canadian Tire Corporation, Limited~~[11607987 Canada Inc. dba DKB Capital](#) and Bed Bath & Beyond Inc., dated April ~~21~~[17](#), 2023, in respect of the ~~following Leases:~~~~(a) Lease dated December 24, 2008~~[as of April 15, 2009](#), between ~~North American (Park Place) Corporation and 9613714 Canada Inc., as successors in interest to North American (Park Place) Corporation, and BBB LP (Park Place Store 2009);~~[Barrhaven Town Centre Inc. and BBB LP, in respect of certain premises located at Barrhaven Town Centre, in the City of Ottawa, in the Province of Ontario](#)

~~(b) Lease dated February 2, 2009, between TPP Investments II Inc. and PSS Investments II Inc., as successors in interest to Sunstone Opportunity (2007) Realty Trust, and BBB LP (845 Marine Drive Store 2019);~~

~~(c) Lease dated February 18, 2010, between Southpointe Plaza Inc., and BBB LP (Southpointe Common Store 2020);~~

~~(d) Lease dated October 25, 2011, between 1445006 Alberta Inc. and BBB LP (Emerald Hills Centre Store 2030);~~

~~(e) Lease dated March 27, 2012, between Wonderland Power Centre Inc. and BBB LP (Westwood Power Centre Store 2035);~~

~~(f) Lease dated June 8, 2012, between 1651051 Alberta Ltd. and BBB LP (Westgate Home Centre Store 2037);~~

~~(g) Lease dated February 9, 2015, between Riotrin Properties (Kingston) Inc. and BBB LP (RioCan Centre Kingston Store 2048);~~

- ~~(h) Lease dated May 26, 2015, between Langley City Square Properties Ltd. and BBB LP (Langley City Square—Store 2050);~~
- ~~(i) Lease dated October 3, 2017, between Skyline Retail Real Estate Holdings Inc., as successor in interest to Medicine Hat Hwy 1 Properties Inc., and BBB LP (Medicine Hat Mall—Store 2054);~~
- ~~(j) Lease dated September 4, 2018, between RioKim Holdings (Ontario) Inc. and BBB LP (Sudbury New Millennium Centre—Store 2056);~~
- ~~(k) Lease dated December 17, 2015, between 1663321 Ontario Inc. and BBB LP (Ottawa Trainyards—Store 3705); and~~
- ~~(l) Lease dated December 21, 2018, between RioCan Holdings (Oakville Place) Inc. and BBB LP (Oakville Place—Store 3711).~~

**SCHEDULE “B”
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-23-00694493-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF BBB CANADA LTD.

MONITOR’S CERTIFICATE

RECITALS

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 28, 2023 (the “**Assignment Order**”).

B. Pursuant to the Assignment Order, the Court approved the Assignment Agreements and provided for the vesting in the Purchasers of BBB L.P.’s right, title and interest in and to the Purchased Assets described in the Assignment Agreements, which vesting is to be effective with respect to the Purchased Assets described in an Assignment Agreement upon the delivery by the Monitor to the applicable Purchaser and BBB L.P. of a certificate confirming (i) the conditions to closing as set out in such Assignment Agreement have been satisfied or waived by such Purchaser and BBB L.P., as applicable; and (ii) the applicable Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. _____ [PURCHASER] (the “**Assignee**”) has paid and BBB L.P. has received the Consideration payable on the Closing Date pursuant to the Assignment Agreement between, *inter alios*, the Assignee and BBB L.P. (each as defined in such Assignment Agreement);

2. The Monitor has received written notice from the Assignee and BBB L.P. that the conditions to closing as set out in such Assignment Agreement have been satisfied or waived by the Assignee and BBB L.P., as applicable; and

3. The applicable Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Alvarez & Marsal Canada Inc., in its capacity as Monitor of BBB Canada Ltd. and Bed Bath & Beyond Canada L.P., and not in its personal or corporate capacity

By: _____
Name:
Title:

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

Court File No: CV-23-00694493-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BBB CANADA LTD.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ASSIGNMENT, APPROVAL AND VESTING
ORDER**

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
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Emily Paplawski (LSA# 17693)

Tel: (416) 362-2111
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Lawyers for the Applicant

52640483.4

THIS IS **EXHIBIT “C”** REFERRED TO IN THE SUPPLEMENTAL AFFIDAVIT OF WADE HADDAD SWORN BEFORE ME over video teleconference this 26th day of April, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Union, in the State of New Jersey while the Commissioner was located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits
Emilie Dillon (LSO No. 85199L)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 28 TH
)	
CHIEF JUSTICE MORAWETZ)	DAY OF APRIL, 2023

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 OR ARRANGEMENT
OF BBB CANADA LTD.
(the "**Applicant**")

**ASSIGNMENT, APPROVAL AND VESTING ORDER
CTC TRANSACTION**

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things: (i) approving the assignment of leases transaction (the "**CTC Transaction**") contemplated by the Omnibus Assignment and Assumption of Leases agreement dated April 21, 2023, as amended, supplemented or otherwise modified from time to time in accordance with the terms therein and this Order (the "**CTC Assignment Agreement**") among the Applicant, Bed Bath & Beyond Canada L.P. ("**BBB L.P.**", and together with the Applicant, the "**BBB Entities**") and Canadian Tire Corporation, Limited ("**CTC Ltd.**"), and (ii) assigning to and vesting in CTC Ltd., Canadian Tire Real Estate Limited, Mark's Work Wearhouse Ltd., or FGL Sports Ltd., as applicable (collectively, the "**CTC Entities**" and each, a "**CTC Entity**") all of BBB L.P.'s right, title and interest in and to the leases (as amended, modified, assigned and restated, collectively, the "**Leases**") and other purchased assets described in the CTC Assignment Agreement and set out in Schedule "A" hereto (the "**Purchased Assets**").

ON READING the Notice of Motion of the Applicant, the Affidavit of Wade Haddad sworn on April 21, 2023 including the exhibits thereto (the "**Haddad Affidavit**"), the Affidavit of

Wade Haddad sworn April 26, 2023 including the exhibits thereto, the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”), dated April 24, 2023 (the “**Third Report**”), filed, and on hearing the submissions of respective counsel for the BBB Entities, the Monitor, and such other counsel as were present and listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavits of Service of Emily Paplawski, sworn April 21, 2023 and April 26, 2023, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated February 21, 2023 (the “**Initial Order**”).

APPROVAL OF CTC ASSIGNMENT AGREEMENT

3. **THIS COURT ORDERS AND DECLARES** that the CTC Transaction is hereby approved, and the execution and delivery of the CTC Assignment Agreement by BBB L.P. is hereby authorized and approved, with such minor amendments as BBB L.P. and CTC Ltd. may agree to with the consent of the Monitor. BBB L.P. is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the CTC Transaction and for the conveyance of the Leases to the applicable CTC Entity pursuant to the CTC Assignment Agreement and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the CTC Assignment Agreement.
4. **THIS COURT ORDERS** that upon delivery of a Monitor’s Certificate to BBB L.P. and CTC Ltd., substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Certificate**”):
 - (a) all of BBB L.P.’s right, title, and interests in and to the Purchased Assets described in the CTC Assignment Agreement and set forth under the header “CTC Assignment Agreement Leases” in Schedule “A” hereto (collectively, the “**CTC**

Assignment Agreement Leases” and each, a **“CTC Assignment Agreement Lease”**) shall vest absolutely in and shall be sold, assigned, and transferred to the applicable CTC Entity free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **“Claims”**) including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order; and
- (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which are collectively referred to as the **“Encumbrances”**), provided that: (A) except as set forth in paragraph 4(a) or (b) or as may be otherwise agreed to by the applicable CTC Entity and the applicable landlord with respect to a Lease, nothing herein shall affect the rights and remedies of such landlord against such CTC Entity that may arise under or in respect of a Lease; and (B) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances identified in, or pursuant to, the CTC Assignment Agreement. For greater certainty, this Court orders that (i) all of the Encumbrances affected or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets; (ii) nothing in this Order shall affect the rights and remedies under and pursuant to any landlord consent agreement (a **“Consent Agreement”**) executed with respect to the CTC Assignment Agreement; and (iii) nothing in this Order shall affect the rights and remedies of a landlord against an indemnifier with respect to a Lease (each an **“Indemnifier”**, including but not limited to Bed Bath & Beyond Inc.) arising from any and all indemnity agreements existing between a landlord and an Indemnifier (provided that, for the avoidance of doubt, such indemnity

agreements shall be subject to the terms of any applicable Consent Agreement);
and

- (b) the landlords under the respective Leases are prohibited from exercising any rights or remedies under the Leases, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
 - (i) any defaults arising from the insolvency of the BBB Entities or any of their affiliates;
 - (ii) the commencement of these CCAA proceedings;
 - (iii) any defaults and/or recapture rights which arise upon the assignment of the Leases to the applicable CTC Entity.; or
 - (iv) BBB L.P. having breached a non-monetary obligation under the Lease unless, (A) the applicable landlord under a Lease and the applicable CTC Entity under such Lease have agreed otherwise; or (B) (i) such non-monetary breach arises or continues after the Lease is assigned to the applicable CTC Entity; (ii) such non-monetary breach is capable of being cured by the applicable CTC Entity; and (iii) the applicable CTC Entity has failed to remedy the default after having received notice of such default pursuant to the terms of the Lease,

and are hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, no landlord under a Lease shall rely on a notice of default sent prior to the filing of the applicable Monitor's Certificate to terminate a Lease as against the applicable CTC Entity.

5. **THIS COURT ORDERS** that no CTC Assignment Agreement Lease may be assigned unless all amounts owing in respect of monetary defaults under the applicable CTC Assignment Agreement Lease, other than those arising by reason only of the BBB Entities' insolvency, the commencement of these CCAA proceedings, or BBB L.P.'s failure to perform a non-monetary obligation, are paid on the Closing Date (as defined below), or such later date as may be agreed to by the applicable CTC Entity and the applicable landlord under the Lease on prior written notice

to the Monitor (the “**Closing Date**” being the date of the delivery of the applicable Monitor’s Certificate).

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the proceeds, net of fees payable to RVC pursuant to the Exclusive Listing Agreement (each as defined in the Haddad Affidavit) and other applicable amounts, from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of a Monitor’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS** that upon delivery of a Monitor’s Certificate, except as expressly set out to the contrary in any agreement between BBB L.P., CTC Ltd., the applicable CTC Entity and the applicable landlord under the Lease, the applicable CTC Entity shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the applicable Leases and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the applicable Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the applicable Leases, without any interruption from BBB L.P. or the landlords under the Leases.

8. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the applicable CTC Entity to assume the applicable Leases and to perform its obligations under the applicable Leases, as set out in the CTC Assignment Agreement, except as expressly set out to the contrary in any agreement between BBB L.P., CTC Ltd., the applicable CTC Entity and the applicable landlord under the Lease.

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of each of the Monitor’s Certificates, forthwith after delivery thereof.

GENERAL

10. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of any of the BBB Entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the BBB Entities;

the vesting of the Purchased Assets in the applicable CTC Entity pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the BBB Entities and shall not be void or voidable by creditors of any of the BBB Entities, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

SCHEDULE "A"
LEASES

(See attached)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

CTC Assignment Agreement Leases:

1. Omnibus Assignment and Assumption of Leases agreement among BBB LP, Canadian Tire Corporation, Limited and Bed Bath & Beyond Inc., dated April 21, 2023, in respect of the following Leases:
 - (a) Lease dated December 24, 2008, between North American (Park Place) Corporation and 9613714 Canada Inc., as successors in interest to North American (Park Place) Corporation, and BBB LP (Park Place - Store 2009);
 - (b) Lease dated February 2, 2009, between TPP Investments II Inc. and PSS Investments II Inc., as successors in interest to Sunstone Opportunity (2007) Realty Trust, and BBB LP (845 Marine Drive - Store 2019);
 - (c) Lease dated February 18, 2010, between Southpointe Plaza Inc., and BBB LP (Southpointe Common - Store 2020);
 - (d) Lease dated October 25, 2011, between 1445006 Alberta Inc. and BBB LP (Emerald Hills Centre – Store 2030);
 - (e) Lease dated March 27, 2012, between Wonderland Power Centre Inc. and BBB LP (Westwood Power Centre – Store 2035);
 - (f) Lease dated June 8, 2012, between 1651051 Alberta Ltd. and BBB LP (Westgate Home Centre – Store 2037);
 - (g) Lease dated February 9, 2015, between Riotrin Properties (Kingston) Inc. and BBB LP (Riocan Centre Kingston – Store 2048);
 - (h) Lease dated May 26, 2015, between Langley City Square Properties Ltd. and BBB LP (Langley City Square – Store 2050);
 - (i) Lease dated October 3, 2017, between Skyline Retail Real Estate Holdings Inc., as successor in interest to Medicine Hat Hwy 1 Properties Inc., and BBB LP (Medicine Hat Mall – Store 2054);

- (j) Lease dated September 4, 2018, between RioKim Holdings (Ontario) Inc. and BBB LP (Sudbury New Millennium Centre – Store 2056);
- (k) Lease dated December 17, 2015, between 1663321 Ontario Inc. and BBB LP (Ottawa Trainyards – Store 3705); and
- (l) Lease dated December 21, 2018, between RioCan Holdings (Oakville Place) Inc. and BBB LP (Oakville Place – Store 3711).

**SCHEDULE “B”
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-23-00694493-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF BBB CANADA LTD.

**MONITOR’S CERTIFICATE
CTC TRANSACTION**

RECITALS

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 28, 2023 (the “**Assignment Order**”).

B. Pursuant to the Assignment Order, the Court approved the CTC Assignment Agreement and provided for the vesting in the applicable CTC Entity of BBB L.P.’s right, title and interest in and to the Purchased Assets described in the CTC Assignment Agreement, which vesting is to be effective with respect to the Purchased Assets described in the CTC Assignment Agreement upon the delivery by the Monitor to CTC Ltd. and BBB L.P. of a certificate confirming (i) the conditions to closing as set out in the CTC Assignment Agreement have been satisfied or waived by CTC Ltd. and BBB L.P., as applicable; and (ii) the CTC Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. Canadian Tire Corporation, Limited (the “**Assignee**”) has paid and BBB L.P. has received the Purchase Consideration payable on the Closing Date pursuant to the CTC Assignment

Agreement between, *inter alios*, the Assignee and BBB L.P. (each as defined in the CTC Assignment Agreement);

2. The Monitor has received written notice from the Assignee and BBB L.P. that the conditions to closing as set out in the CTC Assignment Agreement have been satisfied or waived by the Assignee and BBB L.P., as applicable; and

3. The CTC Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Alvarez & Marsal Canada Inc., in its capacity as Monitor of BBB Canada Ltd. and Bed Bath & Beyond Canada L.P., and not in its personal or corporate capacity

By: _____
Name:
Title:

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

Court File No: CV-23-00694493-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BBB CANADA LTD.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ASSIGNMENT, APPROVAL AND VESTING
ORDER**

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Shawn Irving (LSO# 50035U)
Dave Rosenblat (LSO# 64586K)
Emily Paplawski (LSA# 17693)

Tel: (416) 362-2111
Fax: (416) 862-6666

Lawyers for the Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 28 TH
)	
CHIEF JUSTICE MORAWETZ)	DAY OF APRIL, 2023

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 OR ARRANGEMENT
OF BBB CANADA LTD.
(the "**Applicant**")

ASSIGNMENT, APPROVAL AND VESTING ORDER
CTC TRANSACTION

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order, among other things: (i) approving the ~~transactions (collectively, assignment of leases transaction~~ (the "**Transactions**" and each, a "**CTC Transaction**") contemplated by the ~~assignment agreements (collectively, Omnibus Assignment and Assumption of Leases agreement dated April 21, 2023,~~ as amended, supplemented or otherwise modified from time to time in accordance with the terms ~~therein and this Order~~ (the "**Assignment Agreements**" and each, an "**CTC Assignment Agreement**") ~~between, inter alios~~ among the Applicant, Bed Bath & Beyond Canada L.P. ("BBB L.P.", and together with the Applicant, the "**BBB Entities**") and ~~each of the purchaser parties to the applicable Assignment Agreement as set out in Schedule "A" attached hereto (collectively, the "Purchasers~~ Canadian Tire Corporation, Limited ("**CTC Ltd.**"), and ~~for each such Assignment Agreement, a "Purchaser"~~); (ii) assigning to and vesting in ~~the Purchasers~~ CTC Ltd., Canadian Tire Real Estate Limited, Mark's Work Wearhouse Ltd., or FGL Sports Ltd., as applicable, ~~(collectively, the "CTC Entities" and each, a "CTC Entity")~~ all of BBB L.P.'s right, title and interest in and to the leases (as amended, modified, assigned and restated, collectively, the "**Leases**") and other purchased assets described in the CTC Assignment Agreements Agreement and set out in Schedule "A" hereto (~~the Leases and such other assets collectively referred to herein as the "Purchased Assets"~~) and (iii) ~~extending the Stay Period to June 27, 2023, was heard this day via videoconference.~~

ON READING the Notice of Motion of the Applicant, the Affidavit of Wade Haddad sworn on April 21, 2023 including the exhibits thereto (the "**Haddad Affidavit**"), the Affidavit of Wade Haddad sworn April 26, 2023 including the exhibits thereto, the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**"), dated April ~~24~~, 2023 (the "**Third Report**"), filed, ~~and the fee affidavits of Michael S. Shakra sworn April 21, 2023 and Alan J. Hutchens sworn April 21, 2023 (collectively, the "Fee Affidavits")~~; and on hearing the submissions of respective counsel for the BBB Entities, the Monitor, and such other counsel as were present and listed on the Counsel Slip, no one else appearing although duly served as appears from the ~~Affidavit~~ Affidavits of Service of Emily Paplawski, sworn April ~~21~~, 2023 and April 26, 2023, filed:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated February 21, 2023 (the “**Initial Order**”).

~~STAY EXTENSION~~

~~3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including June 27, 2023.~~

APPROVAL OF CTC ASSIGNMENT ~~OF PURCHASED ASSETS~~ AGREEMENT

~~3.~~ 4. **THIS COURT ORDERS AND DECLARES** that the ~~Transactions are~~ CTC Transaction is hereby approved, and the execution and delivery of ~~each of the~~ CTC Assignment Agreements Agreement by BBB L.P. is hereby authorized and approved, with such minor amendments as BBB L.P. and ~~the applicable Purchaser~~ CTC Ltd. may agree to with the consent of the Monitor. BBB L.P. is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the ~~Transactions~~ CTC Transaction and for the conveyance of the Leases to the ~~Purchasers~~ applicable CTC Entity pursuant to the CTC Assignment Agreements Agreement and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the CTC Assignment Agreements Agreement.

4. ~~5.~~ **THIS COURT ORDERS** that upon delivery of a Monitor’s Certificate to BBB L.P. and ~~the applicable Purchaser~~ CTC Ltd., substantially in the form attached as Schedule “B” hereto (~~collectively~~ the “**Monitor’s Certificates**” and each, a “**Monitor’s Certificate**”):

(a) ~~all of the rights and obligations of BBB L.P. under the Leases described in the applicable Assignment Agreement and set forth under the header “4(a) Leases” in Schedule “A” (collectively, the “4(a) Leases” and each, a “4(a) Lease”)~~ shall be

~~assigned, conveyed, transferred and assumed by such Purchaser pursuant to section 11.3 of the CCA and such assignment is valid and binding upon all of the landlords under the respective 4(a) Leases notwithstanding any restriction or prohibition, if any, contained in any such 4(a) Lease relating to the assignment thereof, including but not limited to, provisions, if any, requiring the consent of or notice for any period in advance of the assignment to any party to any such 4(a) Lease;~~

(a) ~~(b)~~ all of BBB L.P.'s right, title, and ~~interest~~interests in and to the Purchased Assets described in the ~~applicable~~CTC Assignment Agreement and set forth under the header "CTC Assignment Agreement Leases" in Schedule "A" hereto (collectively, the "CTC Assignment Agreement Leases" and each, a "CTC Assignment Agreement Lease") shall vest absolutely in ~~such Purchaser~~and shall be sold, assigned, and transferred to the applicable CTC Entity free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order; and
- (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which, ~~as set out in the foregoing paragraphs 4(b)(i) and 4(b)(ii),~~ are collectively referred to as the "**Encumbrances**"), provided that: (A) except as set forth in paragraph 4(a) or ~~(eb)~~ or as may be otherwise agreed to by the ~~Purchaser~~applicable CTC Entity and the applicable landlord with respect to a Lease, nothing herein shall affect the rights and remedies of such landlord against ~~the Purchaser~~such CTC Entity that may arise under or in respect of a Lease; and

(B) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances identified in, or pursuant to, the CTC Assignment Agreements Agreement. For greater certainty, this Court orders that (i) all of the Encumbrances affected or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets; (ii) nothing in this Order shall affect the rights and remedies under and pursuant to any landlord consent agreement (a “**Consent Agreement**”) executed with respect to the CTC Assignment Agreements Agreement; and (iii) nothing in this Order shall affect the rights and remedies of a landlord against an indemnifier with respect to a Lease (each an “**Indemnifier**”, including but not limited to Bed Bath & Beyond Inc.) arising from any and all indemnity agreements existing between a landlord and an Indemnifier (provided that, for the avoidance of doubt, such indemnity agreements shall be subject to the terms of any applicable Consent Agreement); and

(b) ~~(e)~~ the landlords under the respective Leases are prohibited from exercising any rights or remedies under the Leases, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:

- (i) any defaults arising from the insolvency of the BBB Entities or any of their affiliates;
- (ii) the commencement of these CCAA proceedings;
- (iii) any defaults and/or recapture rights which arise upon the assignment of the Leases to the applicable ~~Purchaser~~CTC Entity; or
- (iv) BBB L.P. having breached a non-monetary obligation under the Lease unless, (A) the applicable landlord under a Lease and the applicable ~~Purchaser~~CTC Entity under such Lease have agreed otherwise; or (B) (i) such non-monetary breach arises or continues after the Lease is assigned to the applicable ~~Purchaser~~CTC Entity; (ii) such non-monetary breach is capable of being cured by ~~such Purchaser~~the applicable CTC Entity; and (iii) ~~such Purchaser~~the applicable CTC Entity has failed to remedy the

default after having received notice of such default pursuant to the terms of the Lease,

and are hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, no landlord under a Lease shall rely on a notice of default sent prior to the filing of the applicable Monitor's Certificate to terminate a Lease as against the applicable ~~Purchaser~~CTC Entity.

5. ~~6.~~ **THIS COURT ORDERS** that no ~~4(a)~~CTC Assignment Agreement Lease may be assigned unless all amounts owing in respect of monetary defaults under the applicable ~~4(a)~~CTC Assignment Agreement Lease, other than those arising by reason only of the BBB Entities' insolvency, the commencement of these CCAA proceedings, or BBB L.P.'s failure to perform a non-monetary obligation, are paid on the Closing Date (as defined below), or such later date as may be agreed to by the applicable ~~Purchaser~~CTC Entity and the applicable landlord under the Lease on prior written notice to the Monitor (the "**Closing Date**" being the date of the delivery of the applicable Monitor's Certificate).

6. ~~7.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the proceeds, net of fees payable to RVC pursuant to the Exclusive Listing Agreement (each as defined in the Haddad Affidavit) and other applicable amounts, from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of a Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. ~~8.~~ **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate, except as expressly set out to the contrary in any agreement between BBB L.P., CTC Ltd., the ~~Purchaser~~applicable CTC Entity and the applicable landlord under the Lease, the applicable ~~Purchaser~~CTC Entity shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the applicable Leases and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the applicable

Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the applicable Leases, without any interruption from BBB L.P. or the landlords under the Leases.

8. ~~9.~~ **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the ~~Purchasers~~applicable CTC Entity to assume the applicable Leases and to perform ~~the Purchasers'~~its obligations under the applicable Leases, as set out in the CTC Assignment Agreements Agreement, except as expressly set out to the contrary in any agreement between BBB L.P., CTC Ltd., the ~~Purchaser~~applicable CTC Entity and the applicable landlord under the Lease.

9. ~~10.~~ **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of each of the Monitor's Certificates, forthwith after delivery thereof.

~~APPROVAL OF MONITOR'S REPORTS, ACTIVITIES AND FEES~~

~~11. — THIS COURT ORDERS that the Pre-Filing Report of the Monitor, dated February 10, 2023, the First Report of the Monitor, dated February 17, 2023, the Second Report of the Monitor dated April 7, 2023 and the Third Report and the activities, conduct and decisions of the Monitor and its counsel set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.~~

~~12. — THIS COURT ORDERS that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report and the Fee Affidavits, are hereby approved.~~

GENERAL

10. ~~13.~~ **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") in respect of any of the BBB Entities and any bankruptcy order issued pursuant to any such applications;
- and

(c) any assignment in bankruptcy made in respect of any of the BBB Entities;

the vesting of the Purchased Assets in the ~~Purchasers, as~~ applicable, CTC Entity pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the BBB Entities and shall not be void or voidable by creditors of any of the BBB Entities, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

13. ~~16.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

SCHEDULE "A"
LEASES

(See attached)

LEASE ASSIGNMENT AND ASSUMPTION ~~AGREEMENTS~~ AGREEMENT

~~4(a)~~ CTC Assignment Agreement Leases:

~~1. Assignment and Assumption of Lease Agreement among BBB LP, Winners Merchant International L.P. and Bed Bath & Beyond Inc., dated April 21, 2023, in respect of the Lease dated as of July 22, 2013, between Canadian Tire Properties, Inc., as successor in interest to RioCan Holdings (Collingwood) Inc., and BBB LP, in respect of certain premises located at Collingwood Centre, in the City of Collingwood, in the Province of Ontario~~

~~4(b)~~ Leases:

1. ~~2.~~ Omnibus Assignment and Assumption of Leases agreement among BBB LP, Canadian Tire Corporation, Limited and Bed Bath & Beyond Inc., dated April 21, 2023, in respect of the following Leases:

- (a) Lease dated December 24, 2008, between North American (Park Place) Corporation and 9613714 Canada Inc., as successors in interest to North American (Park Place) Corporation, and BBB LP (Park Place - Store 2009);
- (b) Lease dated February 2, 2009, between TPP Investments II Inc. and PSS Investments II Inc., as successors in interest to Sunstone Opportunity (2007) Realty Trust, and BBB LP (845 Marine Drive - Store 2019);
- (c) Lease dated February 18, 2010, between Southpointe Plaza Inc., and BBB LP (Southpointe Common - Store 2020);
- (d) Lease dated October 25, 2011, between 1445006 Alberta Inc. and BBB LP (Emerald Hills Centre – Store 2030);
- (e) Lease dated March 27, 2012, between Wonderland Power Centre Inc. and BBB LP (Westwood Power Centre – Store 2035);
- (f) Lease dated June 8, 2012, between 1651051 Alberta Ltd. and BBB LP (Westgate Home Centre – Store 2037);
- (g) Lease dated February 9, 2015, between Riotrin Properties (Kingston) Inc. and BBB LP (RioCan Centre Kingston – Store 2048);

- (h) Lease dated May 26, 2015, between Langley City Square Properties Ltd. and BBB LP (Langley City Square – Store 2050);
- (i) Lease dated October 3, 2017, between Skyline Retail Real Estate Holdings Inc., as successor in interest to Medicine Hat Hwy 1 Properties Inc., and BBB LP (Medicine Hat Mall – Store 2054);
- (j) Lease dated September 4, 2018, between RioKim Holdings (Ontario) Inc. and BBB LP (Sudbury New Millennium Centre – Store 2056);
- (k) Lease dated December 17, 2015, between 1663321 Ontario Inc. and BBB LP (Ottawa Trainyards – Store 3705); and
- (l) Lease dated December 21, 2018, between RioCan Holdings (Oakville Place) Inc. and BBB LP (Oakville Place – Store 3711).

**SCHEDULE “B”
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-23-00694493-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF BBB CANADA LTD.

MONITOR’S CERTIFICATE

CTC TRANSACTION

RECITALS

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 28, 2023 (the “**Assignment Order**”).

B. Pursuant to the Assignment Order, the Court approved the CTC Assignment ~~Agreements~~Agreement and provided for the vesting in the ~~Purchasers~~applicable CTC Entity of BBB L.P.’s right, title and interest in and to the Purchased Assets described in the CTC Assignment ~~Agreements~~Agreement, which vesting is to be effective with respect to the Purchased Assets described in ~~an~~the CTC Assignment Agreement upon the delivery by the Monitor to ~~the applicable Purchaser~~CTC Ltd. and BBB L.P. of a certificate confirming (i) the conditions to closing as set out in ~~such~~the CTC Assignment Agreement have been satisfied or waived by ~~such Purchaser~~CTC Ltd. and BBB L.P., as applicable; and (ii) the ~~applicable~~CTC Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. _____ ~~[PURCHASER]~~ Canadian Tire Corporation, Limited (the “Assignee”) has paid and BBB L.P. has received the Purchase Consideration payable on the Closing Date pursuant to the CTC Assignment Agreement between, *inter alios*, the Assignee and BBB L.P. (each as defined in ~~such~~ the CTC Assignment Agreement);
2. The Monitor has received written notice from the Assignee and BBB L.P. that the conditions to closing as set out in ~~such~~ the CTC Assignment Agreement have been satisfied or waived by the Assignee and BBB L.P., as applicable; and
3. The ~~applicable~~ CTC Transaction has been completed to the satisfaction of the Monitor.

This Monitor’s Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Alvarez & Marsal Canada Inc., in its capacity as Monitor of BBB Canada Ltd. and Bed Bath & Beyond Canada L.P., and not in its personal or corporate capacity

By: _____
Name:
Title:

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

Court File No: CV-23-00694493-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BBB CANADA LTD.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ASSIGNMENT, APPROVAL AND VESTING
ORDER**

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

Court File No: CV-23-00694493-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BBB
CANADA LTD.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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