

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-064403-245
DATE: July 23, 2024

PRESIDING : THE HONOURABLE DAVID R. COLLIER, J.S.C.

IN THE MATTER OF THE NOTICE OF INTENTION OF:

BENTLEY & CO. LTD. / BENTLEY & CIE LTÉE,
Applicant / Debtor

-and-

RAYMOND CHABOT INC.,
Trustee

APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Application for the Issuance of (i) an Order Approving an Administration Charge, a D&O Charge and Extending the Time To File a Proposal (ii) and Approval and Vesting Order* (the "**Application**") filed by Bentley & Co. Ltd. / Bentley & Cie Ltée ("**Bentley**" or the "**Debtor**"), the affidavit and the exhibits filed in support of the Application, as well as the Reports of the Trustee (the "**Report**");
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the relevant provisions of the *Bankruptcy and Insolvency Act, Canada* (the "**BIA**");
- [4] **SEEING** the submissions of the Debtor's attorneys; and
- [5] **SEEING** that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement entitled *Offer to Purchase* (the "**Purchase Agreement**") dated July 16, 2024 by and between the Debtor, as vendor, and Paul Nassar, acting on behalf of a corporation to be incorporated ("**Purchaser**"), as purchaser, copy of which was filed under seal as **Exhibit R-4** to the Application, and vesting in the Purchaser the "Purchased Property" as defined and described in the Purchase Agreement (the "**Purchased Assets**").

ICOB37

WHEREFORE THE COURT:

[6] **GRANTS** the Application.

SERVICE

[7] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

[8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

[9] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by Bentley is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to between them, with the consent of the Trustee.

EXECUTION OF DOCUMENTATION

[10] **AUTHORIZES** Bentley and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit R-4) and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

[11] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by Bentley to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

[12] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, charges created by any order of this Court including, without limitation, that certain "Order Approving an Administration Charge, a D&O Charge and Extending the Time to File a Proposal", hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including

without limiting the generality of the foregoing all charges, security interests or charges evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, the respective Personal Property Security Acts of the provinces of Ontario, British-Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New-Brunswick, Newfoundland and Prince Edward Island, or any other applicable legislation providing for a security interest in personal or movable property and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate, and further **ORDERS** each person in possession of any of the Purchased Assets to deliver and release such Purchased Assets to Purchaser free and clear of all Encumbrances.

- [13] **ORDERS** and **DIRECTS** the Trustee to issue the Certificate immediately upon occurrence of "Closing" (as defined in the Purchase Agreement) and to file with the Court a copy of the Certificate, forthwith after issuance thereof.

ASSIGNMENT OF LEASES

- [14] **ORDERS** and **DECLARES** that upon the issuance of the Certificate, the rights and obligations of the Debtor under the leases or similar agreements in respect of the retail store premises listed in **Schedule "B"** hereto (collectively, the "**Assigned Leases**" and each individually, an "**Assigned Lease**") are automatically and irrevocably assigned to the Purchaser free and clear of all Encumbrances, subject to the Purchaser's payment as hereafter set forth of all amounts required to be paid in respect of each Assigned Lease pursuant to Section 84.1 *BIA*, other than amounts arising by reason only of (i) the insolvency of the Debtor, (ii) the commencement of proceedings under the *BIA* or (iii) the failure to perform non-monetary obligations, unless such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchaser, such non-monetary breach is capable of being cured by the Purchaser, and the Purchaser has failed to remedy such non-monetary breach after having received notice of such default pursuant to the terms of the Lease (collectively, the "**Cure Costs**"). Failing the Purchaser's payment of the Cure Costs with respect to any Assigned Lease, such Assigned Lease will not be assigned/purchased by the Purchaser unless otherwise agreed in writing between the Purchaser and the relevant Landlord.

- [15] **ORDERS** the landlords and/or property managers under the Assigned Leases (collectively, the "**Landlords**" and each individually, a "**Landlord**") to, within 21 days of the issuance hereof, furnish to the Trustee, Bentley and the Purchaser, a statement of the Cure Costs in respect of each Assigned Lease (each a "**Cure Cost Statement**"). Any Landlord which fails to furnish a Cure Cost Statement with respect to a particular Assigned Lease within 30 days of the present order will be foreclosed from claiming any and all Cure Costs in respect of such Assigned Lease and the Purchaser will be relieved from the payment of any and all Cure Costs in respect of such Assigned Lease **AND FURTHER ORDERS** that the contents of this paragraph is specific to the facts of this case and does not constitute a precedent for future proceedings.

- [16] **DECLARES** that no Landlord will be entitled to claim any Cure Costs beyond those set forth in any relevant Cure Cost Statements received within the delays set forth in paragraph 15.
- [17] **ORDERS and DECLARES** that subject to paragraphs 14, 15 and 16, nothing in this Order shall affect the rights and remedies of a landlord against the Purchaser that may arise under or in respect of an Assigned Lease.

APPROVAL OF THE SALE GUIDELINES

For the purposes of the following section, capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the "Sale Guidelines"

- [18] **ORDERS** that until a real property or immovable lease is disclaimed or resiliated in accordance with the BIA, the Debtor shall pay all amounts constituting rent or payable as rent under real property or immovable leases, for the period commencing from and including the date of this Order, and the Debtor may pay such rent twice-monthly in equal payments on the first and fifteenth day of each month, or the immediately following business day if that day is not a business day, in advance (but not in arrears).
- [19] **ORDERS** that the sale guidelines attached hereto as **Schedule "C"** (the "**Sale Guidelines**") are hereby approved, authorized and ratified with such minor amendments as the Debtor and the Purchaser, with the consent of the Trustee, may agree to in writing. Subject to the provisions of this Order, the Debtor and the Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Sale Guidelines.
- [20] **ORDERS** that the Purchaser is authorized to conduct the Sales in accordance with this Order and the Sale Guidelines and to advertise and promote the Sales within the Stores in accordance with the Sale Guidelines.
- [21] **ORDERS** that until the Sale Termination Date for each Excluded Store, the Debtor, the Purchaser and the Trustee shall have access to the Excluded Stores in accordance with the applicable Leases and the Sale Guidelines. To the extent that the terms of the applicable Leases may be in conflict with any term of this Order or the Sale Guidelines, this Order and the Sale Guidelines shall govern in the order of priority of documents as follows: (1) this Order; (2) the Sale Guidelines, and (3) the Leases.
- [22] **ORDERS** that subject to the Sale Guidelines and this Order, the Purchaser is authorized to advertise and promote the Sales, without further consent other than the Trustee or Landlord as provided for under and in accordance with the Sale Guidelines.

CANCELLATION OF SECURITY REGISTRATIONS

For Quebec:

- [23] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to strike the registrations number 19-1376530-0002, 19-1376529-0001, 19-1327621-0002, 19-1327621-0001, 19-0180922-0005, 24-0481764-0001, 20-0484984-0001 in connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.

For Other Provinces:

- [24] **ORDERS** that upon the issuance of the Certificate, Bentley, the Purchaser or the Trustee shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered, filed or recorded against the Purchased Assets, including filing such financing change statements in the Ontario Personal Property Registry, the British Columbia Property Registry, the Alberta Personal Property Registry, the Saskatchewan Personal Property Registry, the Manitoba Personal Property Registry, the New-Brunswick Personal Property Registry, the Nova Scotia Personal Property Registry, the Prince Edward Island Personal Property Registry and the Newfoundland Personal Property Registry (collectively, the "PPRs") as may be necessary, from any registration filed against Bentley in the PPRs, provided that Bentley, the Purchaser and the Trustee shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and Bentley, the Purchaser and the Trustee shall be authorized to take any further steps by way of further application to this Court.

PROTECTION OF PERSONAL INFORMATION

- [25] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or any similar provision of any applicable provincial legislation, the Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

VALIDITY OF THE TRANSACTION

- [26] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;
 - (ii) any petition for a receiving order now or hereafter issued pursuant to the *BIA* and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, as against the Debtor, the Purchaser or the Trustee.

DISTRIBUTION OF NET PROCEEDS AND RESERVE

- [27] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the net proceeds from the sale of the rights under and pursuant to the Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the rights under and pursuant to the Purchased Assets, and as upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, and in accordance with the provision of the Purchase Agreement, all Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the rights under and pursuant to the Purchased Assets immediately prior to the sale, as if the rights under and pursuant to the Purchased Assets had not been sold and remained in the possession or control of the person having possession or control immediately prior to the Sale.
- [28] **ORDERS** the Debtor to pay from the Net Proceeds, (i) the amounts owed to Davies Ward Phillips & Vineberg LLP, Raymond Chabot Inc. and Lavery, de Billy, LLP, for the services rendered in connection with the present proceedings under the *BIA*, (ii) its secured indebtedness towards Canadian Imperial Bank of Commerce and (iii) the balance of the Net Proceeds, less an amount of \$1,000,000 (the "**Reserve**") shall be remitted to HUK 89 Ltd. in partial repayment of its secured indebtedness.
- [29] **ORDERS** that the Reserve shall be remitted by the Debtor to the Trustee and distributed in accordance with applicable legislation.

LIMITATION OF LIABILITY

- [30] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the *BIA*.
- [31] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

GENERAL

- [32] **ORDERS** that the Purchaser, the Debtor or the Trustee shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.

- [33] **ORDERS** that the Purchase Agreement (**Exhibit R-4**) as well as Appendices A and B to the Trustee's Report (**Exhibit R-16**) filed in support of the Application shall be kept confidential and under seal until the Transaction has closed.
- [34] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [35] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [36] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.



DAVID R. COLLIER, J.S.C.

SCHEDULE "A"
CERTIFICATE OF THE TRUSTEE

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

File: No: 500-11-064403-245

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF:

BENTLEY & CO. LTD. / BENTLEY & CIE
LTÉE,

Debtor

-and-

RAYMOND CHABOT INC.

Trustee

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on July 17, 2024, Bentley & Co. Ltd. / Bentley & Cie Ltée ("**Bentley**" or the "**Debtor**") filed a Notice of Intention to Make a Proposal (the "**NOI**") under Subsection 50.4(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3 (the "**BIA**") and Raymond Chabot Inc. ("**RCI**") was appointed as trustee thereto (RCI acting in such capacity herein referred to as the "**Trustee**");

WHEREAS on ■, , the Superior Court of Quebec (the "**Court**") issued an Approval and Vesting Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by Bentley of an *Offer to Purchase* (the "**Purchase Agreement**") by and between Bentley, as vendor, and Paul Nassar, on behalf of a corporation to be incorporated, as purchaser (the "**Purchaser**") a copy of which was filed in the Court record under seal, and authorizing and approving the sales and all other transactions described therein and contemplated thereby (collectively, the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Trustee;

WHEREAS all capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Purchase Agreement; and

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Trustee once Closing has occurred.

The Trustee hereby certifies that Closing has occurred and accordingly issues this Certificate.

This Certificate was issued by the Trustee at ____ [TIME] on _____ [DATE].

Raymond Chabot Inc. in its capacity as trustee, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B"
ASSIGNED AGREEMENTS

The leases to which the Debtor is party to, as lessee, with respect to the stores located in the following premises:

1	2	3	4
Store #	Mall Name	City	Prov.
2013	McAllister Place	Saint John	NB
2019	Regent Mall	Fredericton	NB
2051	Avalon Mall	St. John's	NL
2055	Champlain Place	Dieppe	NB
2057	Halifax Shopping Centre	Halifax	NS
2059	Mic Mac Mall	Dartmouth	NS
2069	Royalty Crossing	Charlottetown	PE
2097	Sunnyside Mall	Bedford	NS
2102	Galeries Joliette	Joliette	QC
2112	Place Longueuil	Longueuil	QC
2114	Carrefour du Nord	Saint-Jérôme	QC
2129	Laurier Quebec	Ste-Foy	QC
2134	Galeries d'Anjou	Anjou	QC
2137	Carrefour du Nord Ouest	Val-d'Or	QC
2138	Place Versailles	Montréal	QC
2139	Promenades du Cuivre	Rouyn-Noranda	QC
2141	Carrefour Charlesbourg	Charlesbourg	QC
2150	Carrefour St-Georges	St-Georges	QC
2159	Carrefour Laval	Laval	QC
2160	Promenades St-Bruno	St-Bruno	QC
2162	Place du Royaume	Chicoutimi	QC
2163	Centre Laval	Laval	QC
2164	Carrefour de l'Estrie	Sherbrooke	QC
2165	Galeries Chagnon	Lévis	QC
2167	Champlain Mall	Brossard	QC
2169	Galeries Rive Nord	Repentigny	QC
2171	Grande Place des Bois Francs	Victoriaville	QC
2173	Galeries de Granby	Granby	QC
2174	Carrefour Richelieu	St-Jean-sur-Richelieu	QC
2175	Promenades Drummondville	Drummondville	QC
2178	Les Rivières	Trois-Rivières	QC
2179	Centre Comm. Rivière-du-Loup	Rivière-du-Loup	QC
2184	Promenades Gatineau	Gatineau	QC
2188	Carrefour Rimouski	Rimouski	QC
2191	Galeries St-Hyacinthe	St-Hyacinthe	QC
2196	Centre Valleyfield	Salaberry-de-Valleyfield	QC
2198	Promenades Beauport	Quebec	QC
2201	Intercity Shopping Centre	Thunder Bay	ON
2208	Stone Road Mall	Guelph	ON
2209	Vaughan Mills	CONCORD	ON
2220	Cambridge Centre	Cambridge	ON
2222	Lansdowne Place	Peterborough	ON
2226	Conestoga Mall	Waterloo	ON
2228	Devonshire Mall	Windsor	ON
2233	Place D'Orleans	Ottawa	ON
2235	Rideau Centre	Ottawa	ON
2236	Cookstown Manufacturer's Outlet	Cookstown	ON
2237	Cambrian Mall	Sault Ste. Marie	ON
2257	White Oaks Mall	London	ON

2263	Limeridge Mall	Hamilton	ON
2264	Bramalea City Centre	Brampton	ON
2267	Erin Mills Town Centre	Mississauga	ON
2275	Georgian Mall	Barrie	ON
2276	Quinte Mall	Belleville	ON
2280	Pen Centre	St-Catharines	ON
2291	Pickering Town Centre	Pickering	ON
2299	Mapleview Centre	Burlington	ON
2300	MTL Premium Outlet	Mirabel	QC
2302	Outlet Collection Winnipeg	Winnipeg	MB
2304	Billings Bridge Centre	Ottawa	ON
2305	Carlingwood Shopping Centre	Ottawa	ON
2306	Hazeldean Mall	Kanata	ON
2315	Northgate Shopping Centre	North Bay	ON
2318	Timmins Square	Timmins	ON
2319	New Sudbury Centre	Sudbury	ON
2327	Lynden Park Mall	Brantford	ON
2347	Eastgate Square	Stoney Creek	ON
2371	St. Vital Centre	Winnipeg	MB
2372	Garden City Shopping Centre	Winnipeg	MB
2373	Polo Park Shopping Centre	Winnipeg	MB
2375	Brandon Shoppers Mall	Brandon	MB
2433	CrossIron Mills	Rocky View County	AB
2452	Circle 8 Centre	Saskatoon	SK
2455	Mall at Lawson Heights	Saskatoon	SK
2456	Southland Mall	Regina	SK
2502	Edmonton Outlet Collection	Edmonton International Ai	AB
2555	West Edmonton Mall	Edmonton	AB
2558	Sunridge Mall	Calgary	AB
2561	Bower Place Shopping Centre	Red Deer	AB
2564	Access-Place de la Cite	Ste-Foy	QC
2571	Peter Pond Shopping Centre	Fort McMurray	AB
2606	Tsawwassen Mills	Tsawwassen	BC
2608	Woodgrove Centre	Nanaimo	BC
2631	Dixie Outlet Mall	Mississauga	ON
2651	Lougheed Mall	Burnaby	BC
2652	Orchard Park	Kelowna	BC
2653	Coquitlam Centre	Coquitlam	BC
2656	Metropolis at Metrotown	Burnaby	BC
2659	Willowbrook Shopping Centre	Langley	BC
2662	Capilano Mall	North Vancouver	BC
2678	Westshore Town Centre	Victoria	BC
2682	Hillside Shopping Centre	Victoria	BC
2687	Sevenoaks Shopping Centre	Abbotsford	BC
2692	The Core	Calgary	AB
2696	Guildford Town Centre	Surrey	BC
2903	P. Elliott Trudeau Int'l Airport	Dorval	QC
3157	Galeries de Terrebonne	Terrebonne	QC

SCHEDULE "C"
SALE GUIDELINES

(attached)

SALE GUIDELINES

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Approval Order (defined below).

The present sale guidelines (the "**Sale Guidelines**") will govern all present and future sales of merchandise or other property (the "**Sales**") conducted by the Purchaser and/or Bentley from or upon all retail stores owned and/or operated by Bentley (the "**Stores**").

1. Except as otherwise expressly set out herein, and subject to: (i) the Order (the "**Approval Order**") of the Superior Court of Québec (Commercial Chamber) (the "**Court**") authorizing and approving the Transaction; or (iii) any subsequent written agreement between the Purchaser and the applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**"), the Sales shall be conducted in accordance with the terms of the applicable leases and other occupancy agreements for each of the Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed to create or impose upon Bentley or the Purchaser any additional restrictions not contained in the applicable Lease.
2. For all Stores in respect of which the applicable Lease has not been assigned to the Purchaser in accordance with the Approval Order (the "**Excluded Store(s)**"), the Sales shall be conducted so that each of the Excluded Stores remain open during their normal hours of operation provided for in the respective Leases for the Excluded Stores until the applicable premises vacate date for each Excluded Store in accordance with applicable law which date shall be no later than August 31, 2024 (the "**Sale Termination Date**"). Rent payable under the Leases shall be paid up to and including the effective date of an applicable Lease Disclaimer (as defined below)
3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Purchaser in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Purchaser may advertise the Sales at the Stores as a "everything on sale", "everything must go", "store closing" or similar theme sale at the Stores (provided however that no signs shall advertise the Sales as a "bankruptcy", a "liquidation" or a "going out of business" sale, it being understood that the French equivalent of "clearance" is "liquidation" and that "liquidation" is permitted to be used in French language signs). Forthwith upon request, the Purchaser shall provide the proposed signage packages along with proposed dimensions by e-mail or facsimile to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Purchaser of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. The Purchaser shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, Bentley, the Purchaser and the Landlord will

work together to resolve the dispute. Nothing contained herein shall be construed to create or impose upon the Purchaser any additional restrictions not contained in the applicable Leases. In addition, the Purchaser shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used; and (ii) where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in writing that banners are not to be used, then no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the Landlord. Any banners used shall be located or hung so as to make clear that the Sales are being conducted at the Stores and shall not be wider than the premises occupied by the Stores. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Purchaser. The Purchaser shall not utilize any commercial trucks to advertise the Sales on Landlord's property or mall ring roads.

5. The Purchaser shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Purchaser shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on Landlord's property, unless explicitly permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Purchaser may solicit customers in the Stores themselves. The Purchaser shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
7. At the conclusion of the Sales in each Store, the Purchaser shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than Bentley FF&E (as defined below) for clarity) may be removed without the Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Approval Order. Any trade fixtures or personal property left in a Store after the applicable Sale Termination Date in respect of which the applicable Lease has been disclaimed by Bentley shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.
8. Subject to the terms of paragraph 7 above, the Purchaser shall be entitled to sell furniture, fixtures and equipment previously owned by Bentley and purchased by the Purchaser under the Purchase Agreement ("**Bentley FF&E**") and located in the Stores during the Sales. The Purchaser may advertise the sale of Bentley FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the Landlord. Additionally, the purchasers of any Bentley FF&E sold

during the Sales shall only be permitted to remove the Bentley FF&E either through the back shipping areas designated by the Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if the Bentley FF&E can fit in a shopping bag, with Landlord's supervision as required by the Landlord and in accordance with the Approval Order. The Purchaser shall repair any damage to the Stores resulting from the removal of any Bentley FF&E by the Purchaser or by third party purchasers of Bentley FF&E.

9. The Purchaser shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
10. Bentley hereby provides notice to the Landlords of the Purchaser's intention to sell and remove Bentley FF&E from the Stores. The Purchaser shall make commercially reasonable efforts to arrange with each Landlord that so requests, a walk-through with the Purchaser to identify the Bentley FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes the Purchaser's entitlement to sell or remove any Bentley FF&E under the provisions of the Lease, such Bentley FF&E shall remain on the premises and shall be dealt with as agreed between the Purchaser and such Landlord, or by further Order of the Court upon application by Bentley, the Trustee or the Purchaser on at least two (2) days' notice to such Landlord and the Trustee. If Bentley has disclaimed or resiliated the Lease governing such Store in accordance with the BIA, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the BIA), and the disclaimer or resiliation of the Lease shall be without prejudice to Bentley's or the Purchaser's claim to the Bentley FF&E in dispute.
11. If a notice of disclaimer or resiliation is delivered pursuant to the BIA ("**Lease Disclaimer**") to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Bentley, the Trustee and the Purchaser 24 hours' prior written notice; and (b) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Bentley in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
12. The Purchaser and its agents and representatives shall have the same access rights to the Stores as Bentley under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
13. Bentley and the Purchaser shall not conduct any auctions of merchandise or Bentley FF&E at any of the Stores.

14. The Purchaser shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact for the Purchaser shall be Paul Nassar who may be reached by email at: paul.nassar@yahoo.com with a copy to the Purchaser's attorneys (gkandestin@kklex.com and jcuttler@kklex.com). If the parties are unable to resolve the dispute between themselves, the Landlord, Bentley or the Purchaser shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties, during which time the Purchaser shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Purchaser shall not be required to take any such banner down pending determination of any dispute.
15. Nothing herein is or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
16. These Sale Guidelines may be amended by written agreement between the Purchaser and the applicable Landlord.
