

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	THURSDAY, THE 6TH
)	
JUSTICE OSBORNE)	DAY OF JULY, 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**")

D&O CLAIMS PROCEDURE 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, approving a procedure for the solicitation, determination and resolution of certain claims against the current and former directors and officers of the Applicant and Bed Bath & Beyond Canada L.P. ("**BBB L.P.**", and together with the Applicant, the "**BBB Entities**"), was heard this day via videoconference.

ON READING the Notice of Motion of the Applicant, the Affidavit of Wade Haddad sworn on June 29, 2023 including the exhibits thereto, and the Sixth Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**"), dated July 4, 2023, 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 Affidavit of Service of Emily Paplawski, sworn June 29, 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**”).

3. **THIS COURT ORDERS** that for purposes of this Order, the following terms shall have the following meanings:

- (a) “**Accepted Claim**” means a D&O Claim of a Claimant as finally accepted by the BBB Entities, in consultation with the Monitor, or determined by the Court, in accordance with this Order;
- (b) “**Assessments**” means current or future claims of His Majesty the King in Right of Canada or any province or territory or municipality or any other taxation authority in any Canadian or non-Canadian jurisdiction, including, without limitation, amounts which may arise or have arisen under any current or future notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (c) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) “**CCAA Proceedings**” means the within proceedings in respect of the BBB Entities under the CCAA;
- (e) “**Claimant**” means a Person asserting a D&O Claim against any of the Directors or Officers;
- (f) “**Claims Bar Date**” means 5:00 p.m. (prevailing Toronto time) on August 7, 2023, or such later date as may be ordered by the Court;

- (g) “**Claims Procedure**” means the procedure outlined in this Order, including the Schedules attached hereto;
- (h) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (i) “**Director**” means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of either of the BBB Entities, in such capacity;
- (j) “**D&O Claim**” means: (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Directors or Officers that relates to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, including any right or claim with respect to any Assessment, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof; and in respect of (i) and (ii) above (A) is based in whole or in part on facts existing prior

to the Claims Bar Date, or (B) relates to a time period prior to the Claims Bar Date, provided that “D&O Claim” does not include a claim that cannot be compromised pursuant to subsections 5.1(2) or 19(2) of the CCAA;

- (k) **“D&O Indemnity Claim”** means any existing or future right of any Director or Officer against the BBB Entities which arose or arises as a result of any Person filing a D&O Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the BBB Entities;
- (l) **“Filing Date”** means February 10, 2023;
- (m) **“Notice to Claimants”** means the notice for publication by the Monitor substantially in the form attached hereto as Schedule “A”;
- (n) **“Notice of Dispute”** means a notice delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “D”;
- (o) **“Notice of Revision or Disallowance”** means a notice delivered by the BBB Entities informing a Claimant that the BBB Entities have revised or disallowed such Claimant’s D&O Claim, which notice shall be substantially in the form attached hereto as Schedule “C”;
- (p) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of either of the BBB Entities, in such capacity;
- (q) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, union, pension plan administrator, pension plan regulator, governmental authority, ministry or agency, regulatory body, labour board, employee, legal representative or litigation guardian, or other association, or similar entity, howsoever designated or constituted;
- (r) **“Proof of Claim”** means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached

as Schedule “B”, which shall include all supporting documentation in respect of such D&O Claim; and

(s) “**Monitor’s Website**” means www.alvarezandmarsal.com/BBBCanada.

4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

5. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”, all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

6. **THIS COURT ORDERS** that all D&O Claims shall be denominated in Canadian dollars. Any D&O Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date.

7. **THIS COURT ORDERS** that amounts claimed in Assessments shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment.

GENERAL PROVISIONS

8. **THIS COURT ORDERS** that the Claims Procedure and the forms of Notice to Claimants, Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the BBB Entities, in consultation with the Monitor, may, from time to time, make non-substantive revisions to the forms of Notice to Claimants, Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute as the BBB Entities consider necessary or desirable.

9. **THIS COURT ORDERS** that the BBB Entities and the Monitor are hereby authorized to (i) use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted and may, where the BBB Entities and the Monitor are satisfied that a D&O Claim has

been adequately filed or accepted, waive strict compliance with the requirements of this Order as to completion and execution of such forms, and (ii) request any further documentation from a Claimant that the BBB Entities or the Monitor may require.

10. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, the solicitation of Proofs of Claim, the filing by any Claimant of a Proof of Claim or Notice of Dispute and the delivery of a Notice of Revision or Disallowance shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the amount and characterization of its D&O Claim or its standing in the CCAA Proceedings, except as specifically set out in this Order.

11. **THIS COURTS ORDERS** that copies of all forms delivered pursuant to this Order shall be maintained by the Monitor. The Monitor shall promptly provide copies of all Proofs of Claim and Notices of Dispute received by the Monitor in connection with the Claims Procedure to counsel for the BBB Entities by email.

MONITOR'S ROLE

12. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other Orders of the Court in the CCAA Proceedings, the Monitor shall assist the BBB Entities in connection with the administration of the Claims Procedure, including the determination and resolution of D&O Claims, if applicable, and is hereby authorized, directed and empowered to take such actions and fulfill such other roles as are contemplated by this Claims Procedure Order or incidental thereto.

13. **THIS COURT ORDERS** that, in carrying out the terms of this Order, the Monitor: (i) shall have all of the protections given to it by the CCAA, the Initial Order, this Order, and any other Orders of the Court in the CCAA Proceedings, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of any gross negligence or wilful misconduct on its part; (iii) shall be entitled to rely on the books and records of the BBB Entities and any information provided by or on behalf of the BBB Entities, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information; and (v) may seek such assistance as may be

reasonably required to carry out its duties and obligations pursuant to this Order from the BBB Entities or any of their affiliated companies, partnerships or other corporate entities.

NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that as soon as practicable after the date of this Order, but no later than 5:00 p.m. on July 7, 2023: (i) the BBB Entities shall cause copies of this Order, the Notice to Claimants, and the Proof of Claim to be served on the Service List; and (ii) the Monitor shall cause copies of this Order, the Notice to Claimants, and the Proof of Claim to be posted on the Monitor's Website until the Monitor's discharge as Monitor in the CCAA Proceedings.

15. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants to be published once in the *Globe and Mail (National Edition)* as soon as practicable after the date of this Order.

16. **THIS COURT ORDERS** that, to the extent any Claimant requests documents or information regarding the Claims Procedure prior to the Claims Bar Date, or if the BBB Entities or the Monitor become aware of any Person having a D&O Claim, the Monitor shall forthwith send, or cause to be sent, to such Claimant or Person, direct such Claimant or Person to the documents posted on the Monitor's Website or otherwise respond to the requests for documents or information as the Monitor may consider appropriate in the circumstances, in consultation with the BBB Entities.

17. **THIS COURT ORDERS** that the service of this Order, the Notice to Claimants and the Proof of Claim on the Service List, the publication of the Notice to Claimants in accordance with this Order, and the posting of this Order, the Notice to Claimants and the Proof of Claim on the Monitor's Website, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons that may be entitled to receive notice and who may wish to assert a D&O Claim, and no other notice or service need to be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

DEADLINE FOR FILING A D&O CLAIM PROOF OF CLAIM

18. **THIS COURT ORDERS** that any Person that intends to assert a D&O Claim shall deliver a completed Proof of Claim to the Monitor in accordance with paragraphs 30 and 31 herein,

together with all relevant supporting documentation in respect of such D&O Claim, so that such Proof of Claim is actually received by the Monitor by no later than the Claims Bar Date. Following receipt from the Monitor, the BBB Entities shall deliver a list of the Proof of Claims received with respect to the D&O Claims and a copy of each such Proof of Claim to the applicable Directors and Officers.

19. **THIS COURT ORDERS** that any Person who does not deliver a Proof of Claim in accordance with this Order so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date shall:

- (a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or the CCAA Proceedings in respect of such D&O Claim; and
- (b) be forever barred, estopped and enjoined from asserting or enforcing such unasserted D&O Claim against any of the Directors and Officers, and the Directors and Officers shall not have any liability whatsoever in respect of, and shall be released and discharged from, any and all such unasserted D&O Claims, and all such unasserted D&O Claims shall be forever extinguished, barred, and discharged as against the Directors and Officers without any further act or notification.

D&O INDEMNITY CLAIMS

20. **THIS COURT ORDERS** that, to the extent that any D&O Claim is filed in accordance with this Claims Procedure, a corresponding D&O Indemnity Claim shall be deemed to have been timely filed in respect of each D&O Claim. For the avoidance of doubt, Directors and Officers shall not be required to take any action in respect of such D&O Indemnity Claim.

DETERMINATION OF D&O CLAIMS

21. **THIS COURT ORDERS** that the BBB Entities, in consultation with the Monitor and any applicable Directors and Officers, shall review each Proof of Claim that is received by the Claims Bar Date and may accept, revise or disallow all or any part of the D&O Claim. At any time, the BBB Entities, in consultation with the Monitor and any applicable Directors and Officers, may

attempt to consensually resolve the classification or amount of any asserted D&O Claim with the Claimant prior to accepting, revising or disallowing such D&O Claim.

22. **THIS COURT ORDERS** that if the BBB Entities, in consultation with the Monitor and the Directors and Officers named in such D&O Claim, determine to revise or disallow a D&O Claim that has been filed in accordance with this Order, the BBB Entities shall send a Notice of Revision or Disallowance to the applicable Claimant. The failure by the BBB Entities to send a Notice of Revision or Disallowance shall not result in any D&O Claim being accepted or being deemed to be accepted.

23. **THIS COURT ORDERS** that if a Claimant disputes the disallowance or revision of its D&O Claim as set forth in a Notice of Revision or Disallowance and intends to contest the Notice of Revision or Disallowance, then such Claimant shall deliver a Notice of Dispute so that such Notice of Dispute is actually received by the Monitor by no later than 5:00 p.m. on the day which is fifteen days after the date the Notice of Revision or Disallowance is deemed to be received by the Claimant pursuant to paragraph 30 herein or such later date as the BBB Entities, in consultation with the Monitor, may agree in writing or the Court may order.

24. **THIS COURT ORDERS** that (i) any Claimant who fails to deliver a Notice of Dispute to the Monitor by the deadline set forth in paragraph 23 shall be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed); and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no Notice of Dispute is received by the Monitor by the deadline set forth in paragraph 23 hereof, shall be forever extinguished, barred, discharged and released as against the Directors and Officers without any further act or notification.

25. **THIS COURT ORDERS** that a Claimant who has delivered a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of such Notice of Dispute, file a motion with the Court seeking determination of the D&O Claim, which motion shall be returnable within seven (7) Business Days of the filing of the motion or such first available date thereafter as the Court may schedule the

motion for hearing. Any Claimant who fails to file a motion in accordance with this paragraph 25 shall: (i) be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed), and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no motion is filed by the deadline set forth in paragraph 25 hereof, shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

NOTICE OF TRANSFEREES

26. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the BBB Entities, in consultation with the Monitor, as the holder of the D&O Claim, transfers or assigns that D&O Claim to another Person, the BBB Entities and the Monitor shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the D&O Claim as the holder of such D&O Claim unless and until actual written notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such D&O Claim. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such D&O Claim and shall be bound by any notices given and steps taken in respect of such D&O Claim in accordance with the provisions of this Order prior to receiving written confirmation from the Monitor acknowledging the transfer or assignment of such D&O Claim. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a D&O Claim, the BBB Entities and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the D&O Claim. A transferee or assignee of a D&O Claim takes the D&O Claim subject to any defences and rights of set-off to which the applicable Director or Officer may be entitled with respect to such D&O Claim.

27. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the BBB Entities, in consultation with the Monitor, as the holder

of the D&O Claim, transfers or assigns the whole of such D&O Claim to more than one Person or part of such D&O Claim to another Person, such transfers or assignments shall not create separate D&O Claims and such D&O Claims shall continue to constitute and be dealt with as a single D&O Claim notwithstanding such transfers or assignments. The BBB Entities and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such D&O Claim only as a whole and then only to and with the Person last holding such D&O Claim, provided such Person or Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such D&O Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such D&O Claim with such Claimant in accordance with the provisions of this Order.

SERVICE AND NOTICE

28. **THIS COURT ORDERS** that any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by email or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the BBB Entities or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

29. **THIS COURT ORDERS** that any document, notification or notice required to be delivered to the Monitor under this Order shall be delivered to:

Alvarez & Marsal Canada Inc.
In its capacity as Monitor of BBB Canada Ltd.
200 Bay St., Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Attention: Connor Good
Email: BBBCanada@alvarezandmarsal.com

30. **THIS COURT ORDERS** that in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

31. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, the BBB Entities, in consultation with the Monitor and any applicable Directors and Officers, are authorized to enter into settlement negotiations with any Claimant at any stage of the Claims Procedure and to enter into agreements with such Claimants resolving the value of their D&O Claims.

32. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

33. **THIS COURT ORDERS** that in the event that this Order is later amended by further Order of the Court, the Monitor shall post such further Order on the Monitor's Website, and such posting shall constitute adequate notice to Claimants of such amended Order and Claims Procedure.

MISCELLANEOUS

34. **THIS COURT ORDERS** that the BBB Entities or the Monitor may apply to the Court from time to time for directions from the Court with respect to this Order, or for such further Order or Orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Order.

35. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers whether such recourse or payment is sought directly by the Person asserting a D&O Claim

from the insurer or derivatively through the Director or Officer or any of the BBB Entities; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such D&O Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any D&O Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers, shall not be recoverable as against a Director or Officer as applicable.

36. **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 the 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.

37. **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"

This claims process only calls for D&O Claims and NOT general claims against the BBB Entities. DO NOT file a claim if it does not meet the definition of a D&O Claim in the D&O Claims Procedure Order

NOTICE OF D&O CLAIMS PROCEDURE AND D&O CLAIMS BAR DATE

NOTICE IS HEREBY GIVEN that, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated July 6, 2023 (the "**D&O Claims Procedure Order**") a claims process has been commenced for the purpose of identifying and determining certain claims against the Directors and Officers of the BBB Entities. All capitalized terms used and not otherwise defined in this Notice have the meaning ascribed to them in the D&O Claims Procedure Order, a copy of which can be found on the website of the Monitor, Alvarez & Marsal Canada Inc. at www.alvarezandmarsal.com/BBBCanada.

PLEASE TAKE NOTICE that the D&O Claims Procedure only addresses certain claims against the Directors and Officers of the BBB Entities, being those defined as "D&O Claims" in the D&O Claims Procedure Order. Any Person who believes that they/it has a D&O Claim against a Director or Officer of the BBB Entities should send a Proof of Claim to the Monitor to be received **by the Monitor by 5:00 p.m. local Toronto time on August 7, 2023 (the "Claims Bar Date")**.

D&O CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED.

Claimants may access a Proof of Claim form on the Monitor's website at www.alvarezandmarsal.com/BBBCanada or may contact the Monitor (Attention: Connor Good, Telephone: 705-717-9025) to obtain a Proof of Claim.

Claimants should file their Proof of Claim with the Monitor by mail, email, courier or hand delivery, so that the Proof of Claim is actually received by the Monitor by the Claims Bar Date at the address below.

Address of the Monitor

Alvarez & Marsal Canada Inc.
In its capacity as Monitor of the BBB Entities
200 Bay St., Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Attention: Connor Good
E-mail: BBBCanada@alvarezandmarsal.com

SCHEDULE "B"

PROOF OF CLAIM

IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF BBB CANADA LTD. AND BED BATH & BEYOND CANADA L.P. (TOGETHER, THE "BBB ENTITIES")

A. PARTICULARS OF D&O CLAIM CLAIMANT

1. Full Legal Name of Claimant: _____ .
(Full legal or Corporate name should be the name of the original Claimant.)

2. Full Mailing Address of Claimant:

3. Telephone Number of Claimant: _____ *

4. Facsimile Number of Claimant: _____ *

5. Attention (Contact Person): _____ *

6. Email Address: _____ *

7. Has the D&O Claim been sold or assigned by Claimant to another party?

Yes___ No___ (If yes please complete section D)

B. PROOF OF D&O CLAIM:

I, _____ [Name of Claimant or Representative of the Claimant], do
hereby certify:

that I am (please check one):

_____ the Claimant; or

_____ hold the following position of _____ the Claimant

and have personal knowledge of all the circumstances connected with the D&O Claim described herein;

C. PARTICULARS OF D&O CLAIM:

Name of the Director/Officer and the amount for each Director/Officer which owes the amount claimed:

Director/Officer	Amount ¹
•	\$ _____
•	\$ _____
•	\$ _____
•	\$ _____

Description of transaction, agreement or event giving rise or relating to the D&O Claim:

If the D&O Claim is contingent or unliquidated, state the basis and provide evidence upon which the D&O Claim has been valued:

¹ All D&O Claims must be denominated in Canadian dollars. Any D&O Claims denominated in a foreign currency must be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date (i.e. February 10, 2023).

IF CLAIMANTS REQUIRE ADDITIONAL SPACE, PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS MUST ALSO PROVIDE COPIES OF ALL RELEVANT DOCUMENTATION OR AGREEMENTS.

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING THE AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

D. PARTICULARS OF ASSIGNEE(S) (IF ANY):

1. Full Legal Name of Assignee(s) of the D&O Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

(the "Assignee(s)")

Amount of Total D&O Claim Assigned \$ _____

Amount of Total D&O Claim Not Assigned \$ _____

Total Amount of D&O Claim \$ _____
(should equal "Total D&O Claim" as entered on Section B)

2. Full Mailing Address of Assignee(s):

3. Telephone Number of Assignee(s): _____

4. Facsimile Number of Assignee(s): _____

5. Email address of Assignee(s): _____

6. Attention (Contact Person): _____

E. FILING OF CLAIMS:

The duly completed Proof of Claim, together with all supporting documentation, must be delivered to and received by the Monitor, no later than 5:00 p.m. local Toronto time on August 7, 2023, to the email address or address for the Monitor appearing below.

Failure to file your Proof of Claim by such date will result in your claim being forever extinguished and barred and you will be prohibited from making or enforcing such D&O Claim against the applicable Directors or Officers.

This Proof of D&O Claim must be delivered by email, personal delivery, courier or prepaid mail at the following address:

Address of the Monitor:

Alvarez & Marsal Canada Inc.
In its capacity as Monitor of the BBB Entities
200 Bay St., Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Attention: Connor Good
E-mail: BBBCanada@alvarezandmarsal.com

DATED at _____ this _____ day of _____, 2023.

(Signature of Witness)

(Signature of individual completing this form)

(Please print name)

(Please print name)

SCHEDULE "C"

NOTICE OF REVISION OR DISALLOWANCE

IN RESPECT OF D&O CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF BBB CANADA LTD. AND BED BATH & BEYOND CANADA L.P. (TOGETHER, THE "BBB ENTITIES")

TO: [insert name and address of Claimant]

FROM: Alvarez & Marsal Canada Inc., in its capacity as Monitor of the BBB Entities

CLAIM REFERENCE NO. _____

Capitalized terms used and not otherwise defined in this Notice of Revision or Disallowance have the meaning ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) made July 6, 2023 (the "**Claims Procedure Order**"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at www.alvarezandmarsal.com/BBBCanada or by contacting the Monitor as set out below.

This Notice of Revision or Disallowance is issued pursuant to the Claims Procedure Order.

The BBB Entities, in consultation with the Monitor, have reviewed your D&O Claim, **as set out in your Proof of Claim** and hereby give you notice that they have revised or rejected your D&O Claim as follows:

Claim Against Director/Officer	Amount Per Proof of Claim	Disallowed Amount	Allowed Amount
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

REASONS FOR DISALLOWANCE:

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

1. If you intend to dispute this Notice of Revision or Disallowance, you must:
 - (i) by 5:00 p.m. local Toronto time on the day which is fifteen (15) days after the delivery of this Notice of Revision or Disallowance or such later date as the Court may order, deliver a Notice of Dispute by email, courier, personal delivery or prepaid mail to the Monitor at the address indicated herein. The form of Notice of Dispute is attached to this Notice; and
 - (ii) within ten (10) Business Days of delivery of the Notice of Dispute, file a motion with the Court seeking determination of the value and/or status of the D&O Claim, which motion shall be returnable within seven (7) Business Days of the filing of the motion or such first available date thereafter as the Court may schedule the motion for hearing.
2. If you do not deliver a Notice of Dispute and file a motion seeking determination of your D&O Claim in accordance with the terms of the Claims Procedure Order, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Notices of Dispute:

Address of the Monitor

Alvarez & Marsal Canada Inc.
In its capacity as Monitor of the BBB Entities
200 Bay St.
Toronto, ON M5J 2J1

Attention: Connor Good
E-mail: BBBCanada@alvarezandmarsal.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this _____ day of _____, 2023.

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

By: _____

Name:

Title:

By: _____

Name:

Title:

BBB CANADA LTD.

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE "D"

NOTICE OF DISPUTE

IN RESPECT OF D&O CLAIMS AGAINST BBB CANADA LTD. AND BED BATH & BEYOND CANADA L.P. (TOGETHER, THE "BBB ENTITIES")

Pursuant to the order of the Court dated July 6, 2023 we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance issued by the BBB Entities.

A. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant: _____

2. Claim Reference No.: _____

3. Full Mailing Address of the Claimant:

4. Telephone Number of Claimant: _____ *

5. Facsimile Number of Claimant: _____ *

6. Email Address: _____ *

7. Attention (Contact Person): _____ *

B. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:

1. Have you acquired this Claim by assignment? Yes ☐ No ☐

(if yes, attach documents evidencing assignment)

2. Full Legal Name of original Claimant (s): _____

C. DISPUTE:

We hereby disagree with the value or classification of our D&O Claim as set out in the Notice of Revision or Disallowance:

Director/Officer	Claim per Notice of Revision or Disallowance	Claim per Claimant
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Total Claim	\$ _____	\$ _____

IF CLAIMANTS REQUIRE ADDITIONAL SPACE PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS MUST ALSO PROVIDE COPIES OF ALL RELEVANT AGREEMENTS.

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING THE AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

D. REASONS FOR DISPUTE:

(Provide full particulars of the D&O Claim and supporting documentation, including amount, description of transaction(s), agreement(s) or legal breach(es) giving rise to the D&O Claim.

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY EMAIL, COURIER, PERSONAL SERVICE OR PREPAID MAIL TO THE MONITOR AT THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. LOCAL TORONTO TIME ON THE DAY WHICH IS FIFTEEN (15) DAYS AFTER THE DATE OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, OR SUCH LATER DATE AS THE COURT MAY ORDER.

IN ADDITION TO THE DELIVERY OF THIS NOTICE OF DISPUTE, WITHIN TEN (10) BUSINESS DAYS OF DELIVERY OF THIS NOTICE OF DISPUTE, YOU ARE REQUIRED TO FILE A MOTION WITH THE COURT SEEKING DETERMINATION OF THE VALUE AND/OR STATUS OF THE D&O CLAIM, WHICH MOTION SHALL BE RETURNABLE WITHIN SEVEN (7) BUSINESS DAYS OF THE FILING OF THE MOTION.

Address for Service of Dispute Notices:

Address of the Monitor:

Alvarez & Marsal Canada Inc.
In its capacity as Monitor of the BBB Entities
200 Bay St.
Toronto, ON M5J 2J1

Attention: Connor Good
E-mail: BBBCanada@alvarezandmarsal.com

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

CLAIMS PROCEDURE ORDER

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