

**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 BEN MOSS JEWELLERS WESTERN CANADA LTD.

APPLICANT

**SUPPLEMENTARY MOTION RECORD OF THE APPLICANT**  
(Stay Extension and Approval of Sale Guidelines)

June 14, 2016

**OSLER, HOSKIN & HARCOURT LLP**  
P.O. Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

**Marc Wasserman** (LSUC# 44066M)  
Tel: 416.862.4908

**Michael De Lellis** (LSUC# 48038U)  
Tel: 416.862.5997

**Karen Sachar** (LSUC# 59944E)  
Tel: 416.862.5949  
Fax: 416.862.6666

Counsel for the Applicant

TO: SERVICE LIST

## SERVICE LIST

<i>Counsel/Party</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party</i>
<p>Osler Hoskin &amp; Harcourt LLP P.O. Box 50, 1 First Canadian Place Toronto, ON M5X 1B8</p> <p>Marc Wasserman mwasserman@osler.com</p> <p>Michael De Lellis mdelellis@osler.com</p> <p>David Rosenblat drosenblat@osler.com</p> <p>Karin Sachar ksachar@osler.com</p>	<p>416.862.4908</p> <p>416.862.5997</p> <p>416.862.5673</p> <p>416.862.5949</p>	416.862.6666	Counsel for the Applicant
<p>Alvarez &amp; Marsal Canada Inc. Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 Toronto, ON M5J 2J1</p> <p>Adam Zalev azalev@alvarezandmarsal.com</p> <p>James Belcher jbelcher@alvarezandmarsal.com</p> <p>Al Hutchens ahutchens@alvarezandmarsal.com</p>	<p>416.847.5154</p> <p>416.847.5164</p> <p>416.847.5159</p>	416.847.5201	Monitor
<p>Davies Ward Phillips &amp; Vineberg LLP 155 Wellington Street West 40<sup>th</sup> Floor Toronto, ON M5V 3J7</p> <p>Jay Swartz jswartz@dwpv.com</p> <p>Natasha MacParland nmacparland@dwpv.com</p>	<p>416.863.5520</p> <p>416.863.5567</p>	416.863.0871	Counsel for the Monitor

<b><i>Counsel/Party</i></b>	<b><i>Telephone</i></b>	<b><i>Facsimile</i></b>	<b><i>Party</i></b>
Aird & Berlis LLP Brookfield Place Suite 1800, Box 754 181 Bay Street Toronto, ON M5J 2T9  Sam Babe sbabe@airdberlis.com	416.865.7718	416.863.1515	Counsel for Salus Capital Partners, LLC
Chaitons LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9  Harvey Chaiton harvey@chaitons.com	416.218.1129	416. 218.1849	Counsel for Joseph Shilon President and CEO JSN Jewellery Inc.
Cassels Brock & Blackwell LLP Suite 2100, Scotia Plaza 40 King Street West Toronto, ON M5H 3C2  Jane Dietrich jdietrich@casselsbrock.com	416.860.5223	416.640.3144	Counsel for Gordon Brothers Canada ULC
Longview Communications Inc. Suite 612 - 25 York Street Toronto, ON M5J 2V5  Joel Shaffer jshaffer@longviewcomms.ca  Robin Fraser rfraser@longviewcomms.ca  Christine Bennett cbennett@longviewcomms.ca	416.649.8000  416.649.8006	416.649.8001	

<b><i>Counsel/Party</i></b>	<b><i>Telephone</i></b>	<b><i>Facsimile</i></b>	<b><i>Party</i></b>
<p>McLean &amp; Kerr 130 Adelaide St. West, Suite 2800 Toronto, ON M5H 3P5</p> <p>Walter Stevenson wstevenson@mcleankerr.com</p> <p>Linda Galessiere lgalessiere@mcleankerr.com</p>	<p>416.369.6602</p> <p>416.369.6609</p>	416.366.8571	
<p>Torys LLP 79 Wellington St. W. 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p> <p>David Bish dbish@torys.com</p>	416.865.7353	416.865.7380	
<p>Revenue and Taxation Group Legal Services Branch Ministry of Justice 400 – 1675 Douglas Street Victoria, BC V8W 2G5</p> <p>Aaron Welch Aaron.Welch@gov.bc.ca</p> <p>Revenue and Taxation Group Legal Services Branch AGLSBRevTax@gov.bc.ca</p>	250.356.8513	250.387.0700	Counsel for the Province of British Columbia
<p>West Edmonton Mall Property Inc. 3000, 8882 170 Street Edmonton, AB T5T 4M2</p> <p>Theresa Paquette theresa.paquette@wem.ca</p> <p>John Colbert john.colbert@wem.ca</p>	780.444.8138	780.444.5223	

<i>Counsel/Party</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party</i>
<p>Oxford Properties Group Royal Bank Plaza, North Tower 200 Bay Street, Suite 900 Toronto, ON M5J 2J2</p> <p>Karen Tsang ktsang@oxfordproperties.com</p>	416.865.8447	416.868.3751	
<p>Gowling WLG (Canada) LLP One Main Street West Hamilton, ON L8P 4Z5</p> <p>Robert C. Dunford robert.dunford@gowlingwlg.com</p>	905.540.8208  905.540.2472	905.528.5833  905.523.2948	Counsel for Movado Group of Canada Inc.
<p>Blaney McMurtry LLP Barristers and Solicitors 1500 - 2 Queen Street East Toronto, ON M5C 3G5</p> <p>John C. Wolf jwolf@blaney.com</p>	416.593.1221  416.593.2994	416.593.5437	Counsel for White Oaks Mall Holdings Ltd.
<p>HSBC Bank Canada 1500 – 888 Dunsmuir St. Vancouver, BC V6C 3K4</p>			
<p>HSBC Bank Canada Leasing 885 West Georgia St., 6<sup>th</sup> Floor Vancouver, BC V6C 3G1</p>			
<p>National Leasing Group Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9</p> <p>Anna Neustaedter Anna9093@nationalleasing.com</p>	1.877.211.4061  204.954.9093	1.866.408.4852	
<p>XEROX Canada Ltd. 33 Bloor St. E., 3<sup>rd</sup> Floor Toronto, ON M4W 3H1</p> <p>Stephanie Grace Stephanie.Grace@xerox.com</p>	416.413.2805	416.972.5530	

<i>Counsel/Party</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party</i>
4770685 Manitoba Limited C/O 1700 - 360 Main Street Winnipeg, MB R3C 3Z3			
4770715 Manitoba Limited C/O 1700 - 360 Main Street Winnipeg, MB R3C 3Z3			
4770693 Manitoba Limited C/O 1700 - 360 Main Street Winnipeg, MB R3C 3Z3			
Forever Jewellery Inc. 132 Jardin Drive Suite # 123952756 Concord, ON L4K 1X9  Gila Althuser Gila@jsnjewellery.com			

# TABLE OF CONTENTS

<b>Tab</b>	<b>Document</b>	<b>Page</b>
1	Affidavit of Mark Sheeley, affirmed June 14, 2016	1
A	Exhibit A - DIP Amendment	3

# Tab 1



Court File No. CV-16-11397-00CL

**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 BEN MOSS JEWELLERS WESTERN  
CANADA LTD.

APPLICANT

**AFFIDAVIT OF MARK SHEELEY**  
**(Affirmed June 14, 2016)**

**(Stay Extension and Approval of  
Sale Guidelines)**

I, Mark Sheeley, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am counsel to Ben Moss Jewellers Western Canada Ltd. ("Ben Moss" or the "Applicant") in these proceedings. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have so stated and I believe them to be true. I swear this Affidavit in support of the motion (the "Motion") brought by Ben Moss seeking an Order, among other things: (i) extending the Stay Period (as defined in paragraph 14 of the Initial Order) to July 15, 2016; (ii) approving the sale guidelines that have been agreed to between the Applicant, Gordon Brothers Canada ULC, Salus Capital Partners, LLC ("Salus Capital") and certain landlords; (iii) approving the DIP Amendment; and (iv) approving the activities and conduct of the Monitor.

2. Naveed Z. Manzoor swore an affidavit on June 12, 2016 (the "June 12 Affidavit") in support of the Motion. Capitalized terms contained herein that are not otherwise defined have the meaning ascribed to them in the June 12 Affidavit.

3. As described in the June 12 Affidavit, Salus Capital and Ben Moss have been working on the DIP Amendment whereby the Repayment Waterfall will be amended to provide that Ben Moss's cash from business operations will first be applied to obligations under the DIP Facility, without any application to the Permitted Overadvance.

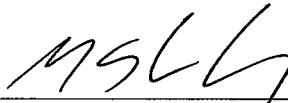
4. On June 14, 2016, certain parties to the DIP Agreement (Salus Capital, Salus CLO 2012-1, Ltd., Ben Moss, JSN Jewellery Inc., JSN Jewellery UK Limited, GMJ Corp., 2373138 Ontario Inc., Always And Forever Family Collection Incorporated, and P.M.R. Inc.) agreed to the DIP Amendment and are in the process of executing same. Forever Jewellery Inc. and Joseph Shilon, each being guarantors under the DIP Agreement, have not agreed to execute the DIP Amendment. A copy of the DIP Amendment is attached hereto as Exhibit "A".

AFFIRMED BEFORE ME at the City of  
Toronto, in the Province of Ontario on  
June 14, 2016.




Commissioner for Taking Affidavits

Malcolm Aboud



MARK SHEELEY

THIS IS **EXHIBIT "A"** REFERRED TO IN THE  
AFFIDAVIT OF MARK SHEELEY, SWORN BEFORE ME  
THIS 14<sup>th</sup> DAY OF JUNE, 2016.



---

A Commissioner for taking Affidavits, etc.

**AMENDMENT TO SUPER PRIORITY DIP CREDIT AGREEMENT**

**THIS AMENDMENT TO SUPER PRIORITY DIP CREDIT AGREEMENT** (this “**Amendment**”) is dated with effect as of \_\_\_\_\_, 2016 and is entered into by and among:

**BEN MOSS JEWELLERS WESTERN CANADA LTD.**,  
as Borrower

- and -

**J.S.N. JEWELLERY INC.**,  
**J.S.N. JEWELLERY UK LIMITED**,  
**GMJ CORP.**,  
**2373138 ONTARIO INC.**,  
**FOREVER JEWELLERY INC.**,  
**ALWAYS AND FOREVER FAMILY COLLECTION INCORPORATED**,  
**P.M.R. INC.**, and  
**JOSEPH SHILON**,  
as Guarantors

- and -

**SALUS CAPITAL PARTNERS, LLC**,  
as Administrative Agent and Collateral Agent

- and -

**SALUS CLO 2012-1, LTD.** and  
**THE OTHER LENDERS FROM TIME TO TIME PARTIES TO THE  
CREDIT AGREEMENT** (as defined below),  
as Lenders

**RECITALS**

- A.** The Borrower, the Guarantors, the Lenders and the Agent are parties to a Super Priority DIP Credit Agreement dated as of May 16, 2016 (as amended, supplemented, restated, replaced or renewed from time to time, the “**Credit Agreement**”);
- B.** The Borrower and certain Guarantors have requested, and the Agent and the Lenders have agreed, subject to the terms and conditions set forth herein, to amend the order of the application of funds and proceeds of Collateral to the various outstanding obligations and to amend certain of the terms of the Credit Agreement in connection with same.

**NOW THEREFORE**, in consideration of the premises, the accommodations of credit made available by the Agent and the Lenders to the Loan Parties and the mutual covenants and

agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Credit Agreement.
2. **Amendments to Credit Agreement.** On the Amendment Date (as defined in Section 4 below), the Credit Agreement is hereby amended as follows:

- (a) The definition of “Budget” in section 1.01 is hereby deleted in its entirety and replaced with the following:

“**Budget**” means the thirteen (13) week cash flow of the Borrower filed with the Court in connection with the Initial Order, and any subsequent cash flow projections furnished pursuant to the CCAA Proceedings (the “**BM Budget**”), and the Combined cashflows of the J.S.N. Borrowers, together with any and all backup and detail tabs in relation to the Budget summary in the same form as previously provided to the Agent and in each case, in substance satisfactory to the Monitor and the Agent, reflecting on a line item basis, among other things, sales, cash receipts and disbursements, inventory and receivable levels, inventory receipt/purchase levels, categorical expenditures, the BM Borrowing Base, the Combined Borrowing Base of the J.S.N. Borrowers under the J.S.N. Credit Agreement Availability hereunder, “*Availability*” and the outstanding amount of the “*Permitted Overadvance*” (each under and as defined in the J.S.N. Credit Agreement) for the subject period (both hereunder and under the J.S.N. Credit Agreement), which may be amended and modified solely with the recommendation of the Monitor and the written consent of the Agent.

- (b) The last paragraph of Section 6.13(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“The Concentration Account shall at all times be under the sole dominion and control of the Agent and all funds therein shall be wired to an account specified by Agent no less frequently than daily. The Agent shall cause all funds of the J.S.N. Borrowers on deposit in the Concentration Account to be applied firstly to the Obligations hereunder, and secondly to the Pre-Petition Liabilities of the Borrower in accordance with Sections 8.03 of this Agreement, the Forbearance Agreement, the Budget and the Initial Order. The Loan Parties hereby acknowledge and agree that (i) the JSN Borrowers have no right of withdrawal from the Concentration Account, and (ii) the funds on deposit in the Concentration Account or any other deposit account shall at all times be collateral security for all such DIP Obligations and obligations with respect to Pre-Petition Liabilities of the JSN Borrowers. In the event that, notwithstanding the provisions of this Section 6.13, the JSN Borrowers receive or otherwise has dominion and control of any such cash receipts or

collections, such receipts and collections shall be held and be deemed to be held separate apart and in trust by them exclusively for the Agent, shall not be, and shall be deemed not to be, commingled with their other funds or deposited in any account of theirs and shall, not later than the Business Day after receipt thereof, be deposited into the Blocked Account or dealt with in such other fashion as such JSN Borrower may be instructed by the Agent.”

- (c) Section 8.03 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

**“8.03 - Application of Funds.** After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Agent in the following order, in each case whether or not such Obligations are allowed or allowable in any bankruptcy or insolvency proceeding or under any Debtor Relief Law:

First, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Agent and amounts payable under Article 3 and Section 2.09) payable to the Agent;

Next, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders (including fees, charges and disbursements of counsel to the Lenders and amounts payable under Article 3), rateably among them in proportion to the amounts described in this clause payable to them;

Next, to the extent not previously reimbursed by the Lenders, to payment to the Agent of that portion of the Obligations constituting principal and accrued and unpaid interest on any Permitted Overadvances hereunder;

Next, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Committed Revolving Loans and other Obligations and fees, rateably among the Revolving Lenders in proportion to the respective amounts described in this clause payable to them;

Next, to payment of that portion of the Obligations constituting unpaid principal of the Committed Revolving Loans, rateably among the Revolving Lenders in proportion to the respective amounts described in this clause held by them;

Next, to payment of all other Obligations (including without limitation the cash collateralization of unliquidated indemnification obligations, but excluding any Other Liabilities), rateably among the Credit Parties in proportion to the respective amounts described in this clause held by them;

Next, to payment of that portion of the Obligations arising from Cash Management Services to the extent secured under the Security Documents, rateably among the Credit Parties in proportion to the respective amounts described in this clause held by them;

Next, to payment of all other Obligations arising from Bank Products to the extent secured under the Security Documents, rateably among the Credit Parties in proportion to the respective amounts described in this clause held by them;

Next, to payment of that portion of the Pre-Petition Liabilities constituting “*Permitted Overadvances*” under and as defined in the J.S.N. Credit Agreement constituting unpaid principal ratably among the “*Revolving Lenders*” thereunder in proportion to their respective amounts described in this clause payable to them until such amount has been eliminated in full;

Next, to payment of all other Pre-Petition Liabilities, including firstly, all accrued and unpaid interest on the “*Permitted Overadvance*” under and as defined in the J.S.N. Credit Agreement and all fees and amounts payable under the Forbearance Agreement, and secondly, all other interest, fees, costs, expenses and principal owing under the J.S.N. Credit Agreement in accordance with the provisions of the J.S.N. Credit Agreement; rateably among the Credit Parties in proportion to the respective amounts described in the J.S.N. Credit Agreement held by them; and

Last, the balance, if any, after all of the “*Obligations*” hereunder and under the J.S.N. Credit Agreement have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.”

3. **No Other Changes.** Except as explicitly amended by this Amendment on the Amendment Date (as defined in Section 4 below), all of the terms and conditions of the Credit Agreement shall remain in full force and effect, unamended hereby.
4. **Conditions Precedent.** This Amendment shall be effective on the date (the “Amendment Date”) that the Agent shall have received an executed original of this Amendment which is acceptable to the Agent, an amendment to the Accommodation Agreement among the parties hereto dated as of May 16, 2016 and an order of the Ontario Superior Court of Justice (Commercial List) satisfactory to the Agent approving this Amendment.
5. **Binding.** This Amendment shall constitute legal, valid and binding obligations of all the parties hereto, regardless of whether any Loan Party has not executed this Amendment. For greater certainty, the Agent and the Lenders hereby confirm that this Amendment shall constitute legal, valid and binding obligations, regardless of whether or not Forever Jewellery Inc. and/or Joseph Shilon have executed this Amendment.
6. **Representations and Warranties.** The Loan Parties hereby represent and warrant to the Agent and the Lenders as follows:
  - (a) the Borrower and each other corporate Loan Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required;
  - (b) the execution, delivery and performance by the corporate Loan Parties of this Amendment and any other agreements or instruments required hereunder have been duly authorized by all necessary corporate and, if required, shareholder or partner action, and been duly executed and delivered by the Borrower and each other Loan Party a party hereto or thereto and constitutes legal, valid and binding obligations of the Borrower and each other Loan Party a party hereto and thereto, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;
  - (c) the execution, delivery and performance by the Loan Parties of this Amendment and any other agreements or instruments required hereunder or executed in connection herewith: (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other Person whatsoever, except as obtained by the Loan Parties, (ii) will not violate any Law or the charter, by-laws or other organizational documents of the Borrower or any other corporate Loan Party or any order of any Governmental Authority, (iii) will not violate or result in a default under any Material Contract,



and (iv) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Loan Party, except for any Lien arising in favour of the Agent and the Lenders and Permitted Encumbrances; and

- (d) all of the representations and warranties made by the Loan Parties contained in the Credit Agreement are true and correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.
7. **References.** On the Amendment Date, all references in the Credit Agreement to “**this Agreement**”, “**hereunder**”, “**hereof**”, “**herein**” or words of similar import shall be deemed to refer to the Credit Agreement as amended hereby; and any and all references in the Loan Documents to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended hereby. In addition, all references in any of the Loan Documents to the Credit Agreement shall be deemed to refer to the Credit Agreement, as amended by this Amendment and as the same may be further amended, restated, supplemented or replaced from time to time. This Amendment and any documents, instruments or agreements executed in connection with this Amendment is not, and shall not be deemed to be, a novation of the Credit Agreement or any of the Loan Documents.
8. **Release.** The Loan Parties hereby absolutely and unconditionally release and forever discharge the Agent, the Lenders, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state, provincial or federal law or otherwise, which the Loan Parties have had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown other than claims, liabilities or obligations to the extent caused by the Agent’s or any Lender’s own gross negligence or willful misconduct.
9. **Costs and Expenses.** The Borrower hereby reaffirms its obligation to pay any and all Credit Party Expenses, including without limitation, all fees, costs and disbursements incurred by the Agent in connection with this Amendment and the documents, instruments or agreements executed in connection herewith.
10. **Miscellaneous.** This Amendment may be executed in any number of counterparts and delivered by PDF or other electronic method, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same agreement.

[2 SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers under their respective seals, as applicable, as of the date first above written.

Borrower:  
**BEN MOSS JEWELLERS WESTERN CANADA LTD.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**J.S.N. JEWELLERY INC.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**J.S.N. JEWELLERY UK LIMITED**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**GMJ CORP.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**2373138 ONTARIO INC.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**FOREVER JEWELLERY INC.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**ALWAYS AND FOREVER FAMILY COLLECTION INCORPORATED**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Guarantor:  
**P.M.R. INC.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

\_\_\_\_\_  
**Witness Signature**  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

) Guarantor:  
)  
)  
) \_\_\_\_\_  
) **JOSEPH SHILON**  
)  
)  
)  
)  
)

Administrative Agent and Collateral Agent:  
**SALUS CAPITAL PARTNERS, LLC**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Lender:  
**SALUS CLO 2012-1, LTD.**

By: \_\_\_\_\_  
Name:  
Authorized Signing Officer

Applicant

*Ontario*

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**AFFIDAVIT OF MARK SHEELEY**

(Affirmed June 14, 2016)

(Stay Extension and Approval of Sale Guidelines)

**OSLER, HOSKIN & HARCOURT LLP**

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

**Marc Wasserman** (LSUC#44066M)

Tel: 416.862.4908

Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

**Michael De Lellis** (LSUC#: 48038U)

Tel: 416.862.5997

Fax: 416.862.6666

**Karin Sachar** (LSUC#: 59944E)

Tel: 416.862.5949

Fax: 416.862.6666

Counsel for the Applicant

**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 BEN MOSS JEWELLERS WESTERN CANADA LTD.**

Court File No: CV-16-11397-00CL

**Applicant**

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SUPPLEMENTARY MOTION RECORD  
OF THE APPLICANT**  
(Stay Extension and Approval of Sale Guidelines)

**OSLER, HOSKIN & HARCOURT LLP**  
P.O. Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

**Marc Wasserman** (LSUC# 44066M)  
Tel: 416.862.4908  
Email: mwasserman@osler.com

**Michael De Lellis** (LSUC# 48038U)  
Tel: 416.862.5997

**Karen Sachar** (LSUC# 59944E)  
Tel: 416.862.5949  
Fax: 416.862.6666

Counsel for the Applicant