

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

NO: 500-11-

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC., a legal person, duly constituted and having its head office at 9399, Saint-Laurent boulevard, in the City of Montreal, Province of Québec, H2N 1P6;

Debtor

-and-

LAURENTIAN BANK OF CANADA, a Canadian chartered bank, duly constituted and having a place of business at 1981 Avenue McGill College, 20th Floor, in the City of Montreal, Province of Québec, H3A 3K3;

Petitioner

-and-

RICHTER ADVISORY GROUP INC., a legal person, duly constituted corporation having a place of business at 1981 Avenue McGill College, 11th Floor, in the City of Montréal, Province of Québec, H3A 0G6;

Proposed Receiver

MOTION TO APPOINT A RECEIVER
(Section 243 of the *Bankruptcy and insolvency Act*)

TO ONE OF THE HONORABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, OR TO THE REGISTRAR OF THIS COURT, PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:

A. THE PARTIES

1. The Debtor, 9197281 Canada Inc., is a company carrying on its business in the garment industry, in particular the importation and wholesale of ready to wear clothes, the whole as appears from a copy of the *Registraire des entreprises du Québec* pertaining to the Debtor communicated herewith as **Exhibit R-1**
2. The Petitioner, Laurentian Bank of Canada (the "**Bank**"), is a Canadian chartered bank duly constituted and is a secured creditor of the Debtor.

B. SUMMARY OF THE MOTION

3. By way of this motion, the Bank requests that this Court order the appointment of Richter Advisory Group Inc. ("**Richter**") as receiver of the universality of stocks, inventories and claims of the Debtor, pursuant to section 243 of the BIA.
4. More specifically, the Bank seeks the issuance of an order substantially in the form of the draft receivership order, communicated herewith as **Exhibit R-2**, along with a compared version with the model order.

C. INDEBTEDNESS AND SECURITY

5. Pursuant to a letter of offer dated January 26, 2017 and accepted by the Debtor on January 31, 2017, as amended from time to time (collectively designated as the "**Letter of Offer**"), the Bank made available to the Debtor certain credit facilities, including:
 - a) A line of credit in the amount of \$600,000 bearing interest at the Bank's prime rate, plus 2.00% per annum (the "**Line of Credit**");
 - b) Visa business credit cards with a total limit of \$25,000; and
 - c) Line of credit for foreign exchange contracts;

the whole as appears from a copy of the Letter of Offer communicated herewith, *en liasse*, as **Exhibit R-3**.

6. As security for the payment and the performance of its obligations under the Letter of Offer, the Debtor granted a hypothec in favor of the Bank on all of its present and future stocks, inventories and claims (the "**Hypothec**"), the whole as appears from a copy of the movable hypothec dated February 9, 2017 and certificate of registration at the Register of Personal and Movable Real Rights ("**RPMRR**") on February 15, 2017 under number 17-0134519-0001 communicated herewith as **Exhibit R-4**.
7. As of November 8, 2017, the total amount owed by the Debtor to the Bank pursuant to the Letter of Offer is \$577,085.70 (the "**Indebtedness**"), subject to adjustment with respect to various matters, the whole as appears from the statement of account, communicated herewith as **Exhibit R-5**.

D. THE DEBTOR'S DEFAULTS

8. The Debtor has defaulted and remains in default under the Letter of Offer and the Hypothec as follows:
 - a. Its financial position has significantly deteriorated, namely following a judgment rendered on July 20, 2017 against the Debtor, ordering it to pay \$216,402.20 plus interest to the *Agence du revenu du Québec* (the "**ARQ Judgment**"). A copy of the ARQ Judgment is communicated herewith as **Exhibit R-6**;
 - b. It does not meet the margin requirements for the line of credit, which was overdrawn by over \$178,871.92 as of October 31, 2017, namely as a result of the impact of the ARQ Judgment on the Debtor's borrowing capacity;

- c. It has failed to provide, on a monthly basis, a detailed list of accounts receivable, a declaration of inventories, a list of preferential debts, a written confirmation as to the payment of DAS remittances and unaudited monthly financial statements since August 31, 2017, as per the provisions of the Letter of Offer;
 - d. It has failed to adequately cooperate with the Bank, *inter alia* with respect to the Bank's requests for documents and information pertaining to the ARQ Judgment;
 - e. It has failed to adequately cooperate with Richter, in its capacity as consultant for the Bank, and to provide the documents and information requested by the latter to carry on its mandate;
 - f. The Line of Credit has not fluctuated in the proper manner.
9. On or around October 31, 2017, the Bank, through its counsel, sent to the Debtor, along with a copy to its counsel, a notice of default (the "**Notice of Default**") and notice pursuant to section 244 BIA (the "**244 Notice**"), seeking the repayment of the Indebtedness and advising it of the Bank's intention to enforce its security pursuant to the Hypothec, the whole as appears from a copy of the Notice of Default and 244 Notice communicated herewith, *en liasse*, as **Exhibit R-7**.
10. Despite the receipt of the Notice of Default and 244 Notice, the Debtor refused or neglected to pay any of the amounts due to the Bank.
11. On October 31, 2017, the Bank, through its counsel, issued and served upon the Debtor a Prior notice of exercise of a hypothecary right of sale under judicial authority which was registered at the RPMRR on November 8, 2017 under number 17-1187221-0001, the whole as appears from a copy of said prior notice and certificate of registration at the RPMRR communicated herewith, *en liasse*, as **Exhibit R-8**.
- E. THE EVENTS LEADING TO THIS MOTION
12. On or about July 20, 2017, the ARQ Judgment was rendered against the Debtor, ordering it to pay \$216,402.20 plus interest to the ARQ, the whole as appears from the ARQ Judgment, Exhibit R-6.
13. On August 8, 2017, the ARQ issued and sent to the Debtor a demand for payment (the "**ARQ Demand**") pursuant to the ARQ Judgment, demanding payment of the sum of \$212,635.89, plus interest and costs, the whole as appears from the ARQ Demand communicated herewith as **Exhibit R-9**.
14. Despite the importance of this judgment with regards to its borrowing capacity, the Debtor failed or neglected to advise the Bank of the ARQ judgment and the ARQ Demand.
15. On or about September 15, 2017, the Bank received a *Avis du ministre du Revenu à un tiers saisi et une demande formelle de paiement* in connection with the ARQ Judgment, advising the Bank to remit to the ARQ any and all amounts it holds on behalf of the Debtor, the whole as appears from a copy of such notice of seizure by garnishment communicated herewith as **Exhibit R-10**.
16. On or about September 21, 2017, the ARQ released its seizure by garnishment delivered to the Bank, the whole as appears from the *Mainlevée d'un avis du ministre à un tiers saisi* communicated herewith as **Exhibit R-11**.

17. In light of the foregoing and, in particular, of the ARQ Judgment, the Bank immediately sought from the Debtor all of the information and documents in relation with the claim stated in the ARQ Judgment, any other claim of the ARQ and its overall financial situation.
18. Despite the Bank's numerous requests, the Debtor failed to provide any information or document with respect to the ARQ's claims and its financial situation.
19. The Bank later discovered that the ARQ Judgment from an audit performed by the ARQ that was taking place in January 2017 at the time of the disbursement of the advances by the Bank, all of which the Debtor failed to disclose to the Bank.
20. On or October 12, 2017, the Bank retained Richter, as consultant, to assess and report on the Bank's security position with respect to the Debtor.
21. On October 13, 2017, Richter requested access to the information required to carry on its mandate, the whole as appears from a copy of the information request list addressed to the Debtor communicated herewith as **Exhibit R-12**.
22. Despite several promises, the Debtor never gave access to Richter or provided any of the information or documents requested by the latter, thus preventing Richter from performing its duties under its mandate, the whole as appears from a copy of email exchanges communicated herewith, *en liasse*, as **Exhibit R-13**.
23. By letter dated October 24, 2017, the Bank, through its counsel, advised the Debtor that its borrowing capacity had been reduced and that the Line of Credit was in deficit for an amount of \$177,000. The Bank further reiterated its request to obtain all relevant information relating to the ARQ's claim and the ARQ Judgment, the whole as appears from a copy of such letter communicated herewith as **Exhibit R-14**.
24. On October 25, 2017, the Bank, through the undersigned counsel, sought again the cooperation of the Debtor to provide the information and documents requested by Richter, the whole as appears from a copy of such email communicated herewith as **Exhibit R-15**.
25. Notwithstanding the foregoing, the Debtor continued to ignore the Bank's and Richter's requests and failed to provide any of the requested information and documents.
26. On October 31, 2017, the Bank, through its counsel, sent to the Debtor, along with a copy to its counsel, the Notice of Default and 244 Notice.
27. Once again, there was no response from the Debtor.
28. The Debtor has recently ceased all deposits of funds with the Bank;
29. On November 8, 2017, Richter mandated a representative to visit the Debtor's place of business located at 9399, Saint-Laurent boulevard, Montreal (the "**Premises**"), who reported that all doors giving access to the Premises were locked, the mailbox was full, all lights were off and no activities appeared to be taking place in the Premises, the whole as appears from a copy of the email from Gestion André Meilleur inc. dated November 8, 2017 communicated herewith as **Exhibit R-16**.

30. On November 8, 2017, the Bank caused to be served upon the Debtor and registered at the RPMRR a notice of withdrawal of authorization to collect receivables, the whole as appears from a copy of such notice of withdrawal of authorization and certificate of registration at the RPMRR under number 17-1187999-0001 communicated herewith, *en liasse*, as **Exhibit R-17**.
31. As a result, the Bank fears that the Debtor has ceased or moved its activities and records to another location (unknown to the Bank) and is attempting to divert from the Bank all payments received from its customers or accounts receivable debtors, the whole seriously jeopardizing the Bank's security and the realisation of the Debtor's property.

F. APPOINTMENT OF A RECEIVER

32. The Bank respectfully submits that it is just, timely and convenient that a receiver be appointed pursuant to section 243 of the BIA in respect to the Debtor's assets.
33. In light of the circumstances, the Bank further submits that it is appropriate to appoint a receiver before the end of the 10-day period provided by the 244 Notice.
34. It is obvious that the Debtor is insolvent and is in default towards the Bank pursuant to the Letter of Credit and the Hypothec, has refused to cooperate with the Bank and has refused or failed to repay the Bank further to the Notice of Default.
35. Consequently, it is clear that the Debtor no longer has any intention and/or capacity to abide by its contractual obligations.
36. In light of the above, the Bank respectfully submits that the appointment of a receiver is necessary to ensure that the conservation, management and disposal of the Debtor's assets will maximize the proceeds of sale.
37. Such appointment, if a receiver is appointed, is in the best interest of the Debtor's creditors in general.
38. It is submitted that Richter will be an appropriate choice as Receiver, and Richter has confirmed it is in a position to accept such appointment.
39. The present request is urgent given the situation enunciated above.

WHEREFORE, THE PETITIONER PRAYS THAT, BY JUDGMENT TO INTERVENE HEREIN, THIS HONORABLE COURT:

GRANT the present Motion to appoint a receiver;

ISSUE an order appointing Richter Advisory Group Inc. as receiver to the assets of 9197281 Canada Inc., substantially in the form of the draft Order, communicated herewith as **Exhibit R-2** in support of the present motion;

ORDER the provisional execution of the Order notwithstanding appeal;

THE WHOLE WITHOUT COSTS, save in the event of contestation.

Montréal, November 9, 2017

(S) GOWLING WLG (Canada) LLP

GOWLING WLG (CANADA) LLP

Attorneys for Petitioner

Laurentian Bank of Canada

TRUE COPY

Gowling WLG (Canada) LLP
Gowling WLG (Canada) LLP

AFFIDAVIT

I, the undersigned, Michael Tsang, Manager, Special Accounts, at Laurentian Bank of Canada, having a place of business at 1981, Avenue McGill College, 20th Floor, in the City of Montreal, Province of Québec, H3A 3K3, solemnly declare that:

1. I am a duly authorized representative of Laurentian Bank of Canada;
2. All the facts alleged in the *Motion to appoint a receiver* present affidavit are true to the best of my knowledge.

AND I HAVE SIGNED


MICHAEL TSANG

SOLEMNLY DECLARED BEFORE ME,
In Montreal, this 27 day of November 2017


Commissioner of oath



TRUE COPY


Gowling WLG (Canada) LLP

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

NO: 500-11-

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC.

Debtor

-and-

LAURENTIAN BANK OF CANADA

Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposed Receiver

NOTICE OF PRESENTATION

TO: **9197281 CANADA INC.**
9399, Saint-Laurent Boulevard
Montreal (Québec) H2N 1P6

Me Lauzanne Bernard-Normand
Ravinsky Ryan Lemoine, S.E.N.C.R.L.
1010 Rue de la Gauchetière Ouest
Suite 2100, Montréal, QC, H3B 2N2
Courriel: lbernard@ravinskyryan.com

Debtor

RICHTER ADVISORY GROUP INC.
c/o Mirella Pisciuneri, CPA, CA
1981 Avenue McGill College
11th Floor
Montreal (Quebec) H3A 0G6

Proposed Receiver

TAKE NOTICE that the *Motion for the appointment of a receiver* will be presented before one of the honourable judges of the Superior Court or a registrar, sitting in commercial division, in and for the District of Montreal, at the Montreal Courthouse in room 16.10, on **November 10 , 2017** at 8:45 a.m. or as soon as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, November 9, 2017

(S) GOWLING WLG (Canada) LLP

GOWLING WLG (CANADA) LLP

Attorneys for Petitioner

Laurentian Bank of Canada

TRUE COPY

Gowling WLG (Canada) LLP.
Gowling WLG (Canada) LLP

No. : 500-11-

SUPERIOR COURT
(COMMERCIAL DIVISION)
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC.

Debtor

-and-

LAURENTIAN BANK OF CANADA

Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposed Receiver

BL0052

MOTION TO APPOINT A RECEIVER
(Section 243 of the Bankruptcy and insolvency Act)

COPY

Me Geneviève Cloutier
genevieve.cloutier@gowlingwlg.com



GOWLING WLG

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Montréal (Québec)

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N° file : **L47050164**

INIT. : GC/vm

a/s 4743

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

NO: 500-11-

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC.

Debtor

-and-

LAURENTIAN BANK OF CANADA

Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposed Receiver

LIST OF EXHIBITS

(In support of the Motion to appoint a receiver)

EXHIBIT R-1:	Copy of the <i>Registraire des entreprises du Québec</i> pertaining to 9197281 Canada Inc.
EXHIBIT R-2:	Copy of a draft Receivership Order, along with a compared version with the Model Order.
EXHIBIT R-3:	Copy of the Letter of Offer dated January 26 th , 2017 and its amendments, <i>en liasse</i> .
EXHIBIT R-4:	Copy of the movable hypothec dated February 9 th , 2017 and the certificate of registration at the Register of Personal and Movable Real Rights (" RPMRR ") dated February 15 th , 2017.
EXHIBIT R-5:	Copy of Laurentian Bank of Canada's statement of account (the " Bank ").
EXHIBIT R-6:	Copy of the <i>Agence du revenu du Québec's</i> (" ARQ ") Judgment dated July 20 th , 2017.
EXHIBIT R-7:	Copy of the Notice of Default and 244 Notice by the Bank dated October 31 st , 2017, as well as its proof of service, <i>en liasse</i> .

EXHIBIT R-8:	Copy of a Prior notice of exercise of a hypothecary right of sale by the Bank, as well as its proof of service, and the certificate of registration at the RPMRR dated October 31 st , 2017, <i>en liasse</i> .
EXHIBIT R-9:	Copy of the ARQ's Demand for payment dated August 8 th , 2017.
EXHIBIT R-10:	Copy of the <i>Avis du ministre du Revenu à un tiers saisi et d'une demande formelle de paiement</i> by the ARQ dated September 12 th , 2017.
EXHIBIT R-11:	Copy of the <i>Mainlevée d'un avis du ministre à un tiers saisi</i> by the ARQ dated September 15 th , 2017.
EXHIBIT R-12:	Copy of the information request list addressed by Richter Advisory Group Inc. ("Richter") dated October 13, 2017.
EXHIBIT R-13:	Copy of email exchanges between 9197281 Canada inc. and Richter, <i>en liasse</i> .
EXHIBIT R-14:	Copy of a letter from the attorneys of the Bank dated October 24 th , 2017.
EXHIBIT R-15:	Copy of an email from the attorneys of the Bank dated October 25 th , 2017.
EXHIBIT R-16:	Copy of an email from Gestion André Meilleur inc. dated November 8, 2017.
EXHIBIT R-17:	Copy of a Notice of withdrawal of authorization to collect receivables, as well as its proof of service, and the certificate of registration at the RPMRR, <i>en liasse</i> .

Montréal, November 9th, 2017

Gowling WLG (Canada) LLP
GOWLING WLG (CANADA) LLP
 Attorneys for Petitioner
 Laurentian Bank of Canada



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2017-11-09 13:40:47

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1170762364
Nom	9197281 Canada Inc.

Adresse du domicile

Adresse	9399 boul. Saint-Laurent Montréal (Québec) H2N1P6 Canada
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Adresse du domicile élu

Adresse	Aucune adresse
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Immatriculation

Date d'immatriculation	2015-03-02
Statut	Immatriculée
Date de mise à jour du statut	2015-03-02
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2015-02-23 Constitution
Régime constitutif	CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44

Régime courant

CANADA: Loi canadienne sur les sociétés par actions,
L.R.C. (1985), c. C-44

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2017-02-07
Date de la dernière déclaration de mise à jour annuelle	Aucune déclaration de mise à jour annuelle n'a été produite à ce jour.
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2017	2018-07-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2016	2017-07-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	2499
Activité	Autres industries de l'habillement
Précisions (facultatives)	Importation et vente en gros et au détail de vêtements prêt à porter

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 1 à 5

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom de famille	Correia
Prénom	Maria Rosario
Adresse	122 rue Beechwood Dollard-Des Ormeaux (Québec) H9A1K5 Canada

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom de famille	Rao
Prénom	David
Date du début de la charge	2015-02-23
Date de fin de la charge	
Fonctions actuelles	Vice-président, Secrétaire
Adresse	122 rue Beechwood Dollard-Des Ormeaux (Québec) H9A1K5 Canada

Dirigeants non membres du conseil d'administration

Nom de famille	Correia
Prénom	Maria Rosario
Fonctions actuelles	Président
Adresse	122 rue Beechwood Dollard-Des Ormeaux (Québec) H9A1K5 Canada

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2017-02-07
Déclaration de mise à jour courante	2016-11-24
Déclaration de mise à jour courante	2016-02-25
Déclaration de mise à jour courante	2015-05-05
Déclaration d'immatriculation	2015-03-02

Index des noms

Date de mise à jour de l'index des noms 2015-05-05

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
9197281 Canada Inc.		2015-03-02		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
DESIGNS PARFAIT	FLAWLESS DESIGNS	2015-05-05		En vigueur



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SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-

DATE:

PRESIDING :

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC.

Debtor

-and-

LAURENTIAN BANK OF CANADA

Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Receiver

ORDER APPOINTING A RECEIVER (Section 243 of the *Bankruptcy and Insolvency Act*)

- [1] **ON READING** the Petitioner's Motion to Appoint a Receiver (the "**Motion**") pursuant to Article 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the affidavit and the exhibits in support thereof;

- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Petitioner's attorneys;
- [4] **SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;
- [5] **SEEING** that it is appropriate to appoint a receiver to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

- [6] **GRANTS** the Motion;

SERVICE

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

APPOINTMENT

- [8] **APPOINTS** Richter Advisory Group Inc. to act as receiver (the "**Receiver**") to the Property (such as defined herein) of 9197281 Canada Inc. (the "**Debtor**") until one of the following events comes to pass:

- (a) the sale or realization of all the Property (such as defined herein); or
- (b) the issuance of any order by the Court terminating the mandate of the Receiver;

- [9] **DECLARES** that the order (the "**Order**") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "**CCAA**") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

- [10] **AUTHORIZES** the Receiver to exercise the following powers:

10.1 Powers related to the possession of the Property

AUTHORIZES the Receiver to take possession of the Debtor's Property described herein (the "**Property**") and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property namely:

- the universality of stocks and inventories, present and future, of the Debtor, regardless of their location;
- the universality of claims, present and future, of the Debtor, regardless of their location;

10.2 Powers related to the preservation of the Property

- (a) all the powers necessary for the preservation and for the protection of the Property;
- (b) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (c) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;
- (d) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the “**Records**”), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver’s functions;
- (e) all the powers necessary to undertake an analysis of the Debtor’s Records;
- (f) all the powers necessary to communicate, for an on behalf on the Debtor, with any person, including, without any limitation, any corporations, government agencies, service providers, computers and web providers, suppliers, clients and creditors, in order to access and obtain information and documents pertaining to the Debtor, its business and its property;

10.3 Powers related to the Debtor’s operations

- (g) carry on, all or any part of the Debtor’s operations;
- (h) all the powers necessary to control the Debtor’s receipts and disbursements;
- (i) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (j) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the

Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;

- (k) all the powers necessary to file, for and on behalf of the Debtor, a notice of intention to make a proposal or a proposal and to make an assignment of property pursuant to the terms of the BIA;

10.4 Powers related to the disposition or sale of the Property

- (l) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;
 - (m) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- [11] ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;
- [12] GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;
- [13] AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;
- [14] DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

- [15] ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

- [16] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;
- [17] **ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY

- [18] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;
- [19] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

CONTINUATION OF SERVICES

- [20] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

EMPLOYEES

- [21] **AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the *BIA* other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*;

PROTECTION OF PERSONAL INFORMATION

- [22] **DECLARES** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver;

LIMITATION OF LIABILITY

- [23] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the *BIA*;
- [24] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;
- [25] **DECLARES** that section 215 of the *BIA* applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEES

- [26] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$50,000 (the "**Administration Charge**");
- [27] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;

- [28] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the “**Effective Time**”), all the Debtor’s Property present and future;
- [29] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *B/A* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;
- [30] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *B/A*, if applicable;

GENERAL

- [31] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;
- [32] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [33] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels’ email addresses, provided that the Receiver shall deliver “hard copies” of such materials upon request to any party as soon as practicable thereafter;

- [34] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;
- [35] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;
- [36] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [37] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [38] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [39] **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;
- [40] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;
-

SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-

DATE: •

PRESIDING : THE HONOURABLE

IN THE MATTER OF THE RECEIVERSHIP OF:

•
9197281 CANADA INC.

Debtor

-and-

•
LAURENTIAN BANK OF CANADA

Petitioner

-and-

•
RICHTER ADVISORY GROUP INC.

Receiver

ORDER APPOINTING A RECEIVER
(Section 243 of the *Bankruptcy and Insolvency Act*)

- [1] **ON READING** the Petitioner's Motion to Appoint a Receiver (the "**Motion**") pursuant to Article 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Petitioner's attorneys ~~and the submissions of~~ •;
- [4] **SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;
- [5] **SEEING** that it is appropriate to appoint a receiver to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

- [6] **GRANTS** the Motion;

SERVICE

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

APPOINTMENT

- [8] **APPOINTS** •, trustee, Richter Advisory Group Inc. to act as receiver (the "**Receiver**") to the Property of • (such as defined herein) of 9197281 Canada Inc. (the "**Debtor**") until one of the following events comes to pass:
 - (a) the sale or realization of all the Property (such as defined herein); or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver;
- [9] **DECLARES** that the order (the "**Order**") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "**CCAA**") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

- [10] **AUTHORIZES** the Receiver to exercise the following powers:

10.1 Powers related to the possession of the Property

AUTHORIZES the Receiver to take possession of the Debtor's Property described herein (the "**Property**") and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property namely:

- = the universality of stocks and inventories, present and future, of the Debtor, regardless of their location;
- = the universality of claims, present and future, of the Debtor, regardless of their location;

10.2 Powers related to the preservation of the Property

- (b) all the powers necessary for the preservation and for the protection of the Property;
- (c) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (d) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;
- (e) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "**Records**"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (f) all the powers necessary to undertake an analysis of the Debtor's Records;
- (g) all the powers necessary to communicate, for an on behalf on the Debtor, with any person, including, without any limitation, any corporations, government agencies, service providers, computers and web providers, suppliers, clients and creditors, in order to access and obtain information and documents pertaining to the Debtor, its business and its property;

10.3 Powers related to the Debtor's operations

- (h) ~~(g)~~-carry on, all or any part of the Debtor's operations;
- (i) ~~(h)~~-all the powers necessary to control the Debtor's receipts and disbursements;

- (j) ~~(i)~~ all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (k) ~~(j)~~ all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;
- (l) all the powers necessary to file, for and on behalf of the Debtor, a notice of intention to make a proposal or a proposal and to make an assignment of property pursuant to the terms of the BIA;

10.4 Powers related to the disposition or sale of the Property

- (m) ~~(k)~~ all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;
 - (n) ~~(l)~~ all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- [11] **ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;
 - [12] **GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;
 - [13] **AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;
 - [14] **DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

- [15] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;
- [16] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;
- [17] **ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY

- [18] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;
- [19] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

CONTINUATION OF SERVICES

- [20] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

EMPLOYEES

- [21] **AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the

employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the *BIA* other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*;

PROTECTION OF PERSONAL INFORMATION

- [22] **DECLARES** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver;

LIMITATION OF LIABILITY

- [23] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the *BIA*;
- [24] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;
- [25] **DECLARES** that section 215 of the *BIA* applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEES

- [26] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$-
♦50,000 (the "**Administration Charge**");

- [27] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;
- [28] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "**Effective Time**"), all the Debtor's Property present and future;
- [29] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *BIA* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;
- [30] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *BIA*, if applicable;

GENERAL

- [31] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;
- [32] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [33] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such

materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;

- [34] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;
- [35] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;

- [36] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [37] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [38] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [39] **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;
- [40] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;
-

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Input:

Document 1 ID	PowerDocs://MTL_LAW/2834813/1
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Document 2 ID	PowerDocs://MTL_LAW/2834821/2
Description	MTL_LAW-#2834821-v2-L47050164-GC-Order_to_appoint_receiver
Rendering set	Firm Standard

Legend:

<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	25
Deletions	16
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	41



**LAURENTIAN
BANK**

Montreal, January 26th 2017

9197281 Canada Inc.
9399 boul. St-Laurent
Montreal, Quebec H2N 1P6

To the attention of: Mrs Maria Rosario Correia

Re: Confirmation of credit facilities

Dear Madam,

We are pleased to inform you that Laurentian Bank of Canada (the "Bank") accepts to grant you credit facilities in accordance with the terms and conditions provided herein (the "Offer") and submits the following for your approval.

Please take note that all amounts are in Canadian dollars unless otherwise specified.

Lender:	Laurentian Bank of Canada 555 Chabanel West, suite 920 Montreal, Quebec H2N 2H8 (hereinafter referred to as the "Bank")
Borrower:	9197281 Canada Inc. 9399 boul. St-Laurent Montreal, Quebec H2N 1P6 (hereinafter referred to as the "Borrower")
Guarantor(s):	Maria Rosario Correia (hereinafter referred to as the "Guarantor")

1 Credit Facilities: Amount and Term

Credit A:	\$600 000	Line of credit, through an overdraft, demand note or acknowledgement of debt and/or letter(s) of credit, payable on demand;
Credit B:	\$25 000	Visa Business credit cards;
Credit C:	USD\$500 000	Foreign exchange contracts.

2 Purpose of the Financing

The credit facilities must be used exclusively for the following purposes:

Credit A:	To finance the firm's operating needs;
Credit B:	To finance the enterprise's current corporate expenses;
Credit C:	To conclude foreign currencies exchange contracts.

3 Interest rate: Applicable Rate:

Credit A:	Line of credit (variable rate): CAN\$ Prime rate + 2.00% per annum;
Credit B:	In accordance with the terms and conditions governing the issue of the Visa Business credit cards;
Credit C:	In accordance with the pricing schedule then in effect at the Bank.

The "CAN prime rate" is the annual rate of interest announced from time to time by the Bank as its reference rate in effect for Canadian dollar commercial loans. For information purposes only, the Bank's prime rate is 2.70% per annum as of January 26th 2017. The variable rates specified above are automatically adjusted on the day the Bank modifies its prime rate, without notice to the Borrower.

Any advance made under the terms and conditions of either credit facility will bear interest both before and after demand, maturity, default and judgement and until full payment, at the relevant annual rate of interest specified above based on the actual number of days elapsed during the interest calculation period, divided by 365. The Borrower pays accrued interest on a monthly basis and not in advance, one month after the disbursement. Any interest in arrears will bear interest at the same rate as that applicable to the principal to which it is related and is payable on demand.

4 Terms and Conditions:

4.1 Credit A – Line of Credit

Disbursements are made in minimum amounts of \$15 000.

The total amount of advances may not exceed, at any time, the authorized credit amount. The total amount of advances is determined by adding unpaid direct advances and 100% of the face value of letters of credit opened.

In addition, to determine the borrowing capacity:

The total amount obtained from the addition of unpaid direct advances, 25% of the face value of letters of credit opened but not accepted and 100% of the face value of letters of credit accepted may not exceed, at any time, the sum of:

75% of all Canadian and American accounts receivable (excluding contra accounts, subsidiaries or related companies accounts, doubtful accounts and all accounts of 90 days or over of the oldest of the billing or delivery date, as well as the amount of preferential debts and government loans for deductions at source, goods or services taxes and other fiscal debt) (the "Accounts Receivable");

and

90% of all Canadian and American insured accounts receivable (excluding contra accounts, subsidiaries or related companies accounts, doubtful accounts and all accounts of 90 days or over of the oldest of the billing or delivery date, as well as the amount of preferential debts and government loans for deductions at source, goods or services taxes and other fiscal debt) (the "Insured Accounts Receivable");

and

50% of raw material and finished goods, up to a maximum of \$250 000 (excluding purchased goods, unpaid during the last 30 days) (the "Inventories");

The value of the Accounts Receivable, Insured Accounts Receivable, and Inventories will be determined from time to time by the Bank, taking into account any debt that is senior to the Bank's security.

4.2 Credit A – Line of Credit: Letters of Credit

Letters of credit issued by the Bank at the Borrower's request must meet the following conditions:

- a) be payable on sight or at the end of a term not exceeding (1) one year;
- b) bill of lading must be remitted to the Bank;
- c) obtain and maintain, or cause to be obtained and maintained, at its own expense, insurance on the merchandise, for its full replacement value against all risks;
- d) the letters of credit are part of the principal amount of Credit A based on their face value and become variable rate advances payable on demand when payment is made bearing interest at the rate assigned to Credit A;
- e) issue costs, based on the pricing schedule in effect at the Bank, are collected by the Bank on the issue date;
- f) an advance written notice of no less than 48 hours must be delivered by the Borrower to the Bank, specifying the face value of the letter of credit, its issue date, its expiry date, its nature (on sight, term, etc.) and any other relevant details required by the Bank.

4.3 Credit C – Line of Credit: Foreign Currencies Exchange Contract

The Bank provides the Borrower, subject to the terms of conditions of this Offer, an amount not exceeding USD\$500 000 to allow the Borrower to conclude foreign currencies exchange contracts with the Bank, subject to the following terms and conditions:

- a) the Borrower shall only deal in the \$USD currency and for a maximum period of 180 days;
- b) the Borrower shall be able to conclude such contracts with the Bank provided an advance notice is given to the Bank in accordance with market standards;
- c) the Borrower shall sign, upon presentation, any agreement, contract, document or writing required by the Bank, setting forth, namely, the terms and conditions, the rate and costs (based on the pricing schedule then in effect at the Bank) payable to the Bank;
- d) request approvals remain at the Bank's discretion.

5 Repayment

Repayments must be made as follows:

- Credit A:** Line of credit: repayments are made in minimum amounts of \$15 000; they fluctuate with the cash flow and collection of accounts receivable;
- Credit B:** Visa Business cards: in accordance with the terms and conditions related to the issue of the credit card;
- Credit C:** Foreign exchange contracts: in accordance with the terms and conditions related to the issue of the contracts.

5.1 Preauthorized payment (PAP)

You, as the account holder, authorize the Payee and the above-named financial institution to debit the account held at the branch of the above-named financial institution, in accordance with the conditions you agreed upon with the Payee, unless otherwise notified in writing.

A debit, under the written, electronic or other shape, in the amount of the payment of each of the credit terms, can be withdraw from the account of the Borrower according to the mentioned frequencies higher, as from the initial payment and up to complete payment of the advances. These amounts can be increased or decreased in any later date. The Bank will inform you, in the best of its knowledge for a reasonable delay of the revised amount.

The branch of the financial institution where the account is held is not required to verify that the payment is drawn in accordance with this authorization.

You will notify the financial institution in writing of any changes to the account information.

This Agreement can be revoked at any time subject to 30 days' notice. Contact your branch for more information on your right to cancel the Agreement or go to www.cdnpay.ca

You have certain rights of recourse if a debit is not in accordance with this Agreement. For example, you have the right to be reimbursed for any debit that is not authorized or that is not consistent with this Preauthorized Debit Agreement.

For more information on your rights of recourse, contact your branch or go to www.cdnpay.ca. You understand that a written statement to this effect must be provided to your financial institution.

You agree to waive the requirements of the Canadian Payments Association for advanced notice regarding the amount(s) payable or the due dates of debits from your account and each time a change is made to the debit amounts or debit due dates.

You acknowledge that by granting this authorization to the Payee, you are granting authorization to the above-named financial institution

5.2 Prepayment

In addition to the closing administration fee for each loan, the interest penalties are applicable as follows:

a) Line of credit

At the annual review, the Borrower can repay advances, in whole, without penalty. Otherwise, a 3 month interest penalty on the repaid principal is due and payable.

b) Term loan (fixed rate)

A full or partial prepayment of the loan can be made at any time based on the higher of the following:

- i) an amount equivalent to three-months simple interest on the amount of the prepayment calculated at the rate applicable to the loan;
- ii) the excess, if any, of the amount of interest calculated at the rate applicable to the loan over the amount of interest calculated at the interest rate in effect on the prepayment date, such interest being applied on the amount of prepaid capital for the remaining term of the loan. The "interest rate in effect on the prepayment date" refers to the rate at which the Bank would be willing to lend to the borrower for the remaining term of the loan given the same security.

c) Term loan (variable rate)

The Borrower can repay variable rate advances, in whole or in part, at any time and without penalty, provided repayment is made from its operating income or from the proceeds of issuance of the borrower's capital stock. Otherwise, a 3-month interest penalty on the repaid principal is due and payable.

6 Security:

The following securities must be set up, in accordance with the documentation in use at the Bank, before any disbursement can be made:

Promissory note(s) payable ON DEMAND (including fixed-term advances) representing the principal amount (with interest) of each approved advance;

Credits A, B and C

6.1 Universality of Claims and Universality of Inventories

1st ranking movable hypothec of \$900 000 on the universality of the Borrower's present and future claims and universality of the Borrower's present and future inventories, with all risks insurance and with losses payable to the Bank.

6.2 Blanket Assignment in Accordance with the Bank Act

Blanket assignment under paragraph 427 of the Bank Act on the Borrower's inventories, with all risks insurance and with losses payable to the Bank.

6.3 General Suretyship

General suretyship of \$650 000, executed by Maria Rosario Correia.

Credit A

6.4 Export Development Canada guarantee

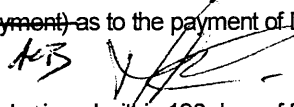
Export Development Canada guarantee of 75% of the line of credit.

6.5 Export Development Canada insurance

Export Development Canada insurance on all accounts receivable.

7 Representations and Major Undertakings

Prior to disbursing any advances and for the duration of the present financing, the Borrower declares the following and covenants with the Bank as follows:

- 7.1 Maintain a working capital ratio of at least 1.50 : 1.00 (based on year-end financial statements); For the purposes of this Offer, the ratio of the working capital is equal to the current assets divided by current liabilities.
- 7.2 Maintain a minimum tangible net worth of \$350 000 (based on year-end financial statements); (the "tangible net worth" refers to the total of the paid-up capital stock, retained earnings and postponed debts, excluding, without limitation, (i) advances to shareholders, (ii) advances to affiliates of the Borrower (as said term is defined in the Canada Business Corporations Act), (iii) intangible assets and (iv) leasehold improvements);
- 7.3 Provide, no later than on the 20th day of each month, a monthly detailed list of accounts receivable and indicate its country of origin if other than Canada or United States and of accounts payable (classified according to age), as at the preceding month's end;
- 7.4 Provide, no later than on the 20th day of each month, a monthly declaration of inventories, as at the preceding month's end;
- 7.5 Provide monthly a list of preferential debts;
- 7.6 Provide monthly a written confirmation (~~proof of payment~~) as to the payment of DAS remittances (federal and provincial); 
- 7.7 Provide, annually, unaudited financial statements duly signed within 120 days of fiscal year-end;
- 7.8 Provide unaudited monthly financial statements within 20 days of each month-end;
- 7.9 Provide annually, 30 days before the policies expire, a copy of the renewals and proof of payment of the premiums related to insurance policies assigned to the Bank;
- 7.10 Provide, upon request, the duly signed personal balance sheet of Maria Rosario Correia;
- 7.11 Pay punctually when due, any and all taxes, contributions, deductions, income tax and other taxes;
- 7.12 Remit punctually when due, as prescribed under the Income Tax Act (Canada), the Taxation Act (Quebec) and any other applicable fiscal legislation, and laws governing employment insurance, retirement and work-related accidents, all deductions and withholdings made and to forthwith notify the Bank upon failure to do so;
- 7.13 The Borrower's long-term financing for the acquisition of fixed assets must meet the required ratios at all times;
- 7.14 The Borrower shall not make any loans, advances or otherwise provide any financial assistance to any of its affiliates or related parties or make any investments therein or grant them any security or enter into with any of them transactions outside the normal course of business;
- 7.15 Maintain its share ownership, which is currently broken down as follows: Maria Rosario Correia (100%);
- 7.16 The Borrower will not redeem any of its shares;

- 7.17 As far as asset disposition, you may not make any material disposition or sale of major assets without the Bank's prior approval;
- 7.18 It is not a party to, nor is it involved in, any legal proceedings before civil, criminal or administrative courts;
- 7.19 Provide any other information the Bank may reasonably request from time to time;
- 7.20 It is not in default under any judgement, order, injunction, decree or decision of any court, office, arbitrator, commission or other similar authority;
- 7.21 No authorisation, consent, approval or exemption is necessary to give effect to this Offer or to the security contemplated herein;
- 7.22 Maintain, if necessary, any license required for running the operations;
- 7.23 Keep sufficient insurance in force to cover any damage to its business and property;
- 7.24 Maintain and renew all its rights, privileges, powers, contracts, agreements, leases, licenses, franchises, permits and authorisations required for, or used in the course of its operations;
- 7.25 Remain in good standing with laws that can substantially impact on its operations in any applicable jurisdiction, and promptly take the appropriate and adequate measures to correct any default;
- 7.26 In carrying on its business, the Borrower complies with any and all environmental protection laws and does not violate such laws through its asset utilization. Any future use of the enterprise's property must be made in accordance with the applicable environmental protection laws and clean-up measures must be performed in compliance with all applicable laws, at the Borrower's sole expense. Any failure on the Borrower's part to the aforementioned constitutes an event of default.
- 7.27 The Borrower agrees to immediately notify the Bank in writing of any environmentally related problem and any hazardous materials or substances that are being harmful to its property, equipment or operations, and provide the Bank with any information of environmental nature it may request.
- 7.28 You also undertake to inform us without delay in writing of any situation in which you hold property on consignment or without being the sole and absolute owner thereof.

8 Events of Default

Without limiting the Bank's right to require, when it deems it necessary, the payment of sums payable on demand, the Bank may cancel at any time any commitment it has regarding the granting of credit or advances under the credit facilities, declare due and payable any and all of the Borrower's obligations which may not then be at maturity, and exercise any hypothecary recourse or any other recourse available at law, should one or several of the following events occur:

- 8.1 The Borrower (or Surety) defaults in any payment of principal, interest or any other sum when due;
- 8.2 The Borrower (or Surety) fails to perform or comply with an obligation, term or condition of this Offer or the Borrower (or Surety) is in default under any agreement binding it to the Bank or to other lenders or under any security agreement contemplated in the Offer;
- 8.3 The Borrower (or Surety) becomes insolvent or bankrupt, gives a notice of intention to make a proposal to its creditors, makes a proposal or assignment to the benefit of its creditors or other proceedings are commenced seeking liquidation, compromise, arrangement or other relief with respect to the Borrower or its debts or seeking the appointment of a receiver, administrator or other similar official regarding its assets;

- 8.4 The Borrower or property belonging to the Borrower are seized or remain under seizure for a period of five (5) days, unless such seizure is being disputed in good faith and as long as such dispute shall last;
- 8.5 Should any document, certificate or other form of writing remitted to the Bank or any declaration made by the Borrower (or Surety) be false or misleading in any material respect;
- 8.6 Should either one of the sureties contemplated herein cease to be in effect, barring a non-renewal by the Bank;
- 8.7 The occurrence, in the Bank's reasonable opinion, of a significant deterioration of the Borrower's financial position (or that of the Surety).

9 Conditions Precedent to Disbursement

- 9.1 All necessary corporate measures shall have been taken by the Borrower and by the Surety (if any) to authorise the execution of the Offer and the security documentation, to the Bank's satisfaction;
- 9.2 All security documentation conferring first ranking position to the Bank (unless otherwise herein expressly agreed to between the Bank and the Borrower) shall have been executed, delivered, served and published, as applicable, to the Bank's satisfaction;
- 9.3 Provide the Bank with the final financial statements dated December 31st 2016 of the Borrower, without any major difference to the financial statements already submitted;
- 9.4 Copy of the Export Development Canada guarantee of 75% of the line of credit;
- 9.5 Copy of the Export Development Canada insurance on all accounts receivable;
- 9.6 Copy of the all risks insurance covering the company and inventories;
- 9.7 The Bank shall have obtained any other consents, documents, certificates and opinions it may reasonably require from the Borrower regarding its security;
- 9.8 The Borrower shall open and maintain all its operating bank accounts at any one of the Bank's branches;
- 9.9 The Bank reserves the right to suspend our disbursements when, in our opinion, an increase in risk has occurred.

10 General Conditions

- 10.1 The Generally Accepted Accounting Principles of the Canadian Institute of Chartered Accountants will serve for the interpretation of this agreement;
- 10.2 In the absence of manifest error, the books and records held by the Bank will constitute conclusive evidence of the transactions carried out under this agreement and of the Borrower's indebtedness to the Bank;
- 10.3 All payments received by the Bank will first be imputed to any interest in arrears, then to the interest, and finally to the principal;

- 10.4 The Borrower (or Surety) authorises the legal advisor to communicate to the Bank, information it holds or has obtained in relation to the Borrower (or Surety) to the extent that such disclosure can be useful to the Bank;
- 10.5 The Borrower authorises the Bank to communicate to third parties information it holds or has obtained in relation to the Borrower to the extent that such disclosure can be useful to the Bank for the recovery or assignment of the claim it holds against the Borrower.
- 10.6 The Bank can assign its rights in the financing Offer, in whole or in part, to one or more of its subsidiaries or to other financial institutions.

11 Periodical Review

The terms and conditions applicable to the foregoing credit facilities will be reviewed annually by the Bank, on or around June 1st of each year.

12 Fees and Costs

- 12.1 Non-refundable fees of \$1 500 for study and process purposes are payable by the Borrower on the date of acceptance of this Offer.
- 12.2 Review fees of \$800 are also payable annually on demand.
- 12.3 Management fees of \$125 are payable monthly.
- 12.4 An Overdue Reports fee of \$50 per document per week is payable by the Borrower each time the Bank is required to follow up with the Borrower for receipt of reports that are submitted after the timeframe (s) stipulated elsewhere in this letter, including accounts receivable, inventory figures, interim financial statements and annual statements, etc.

The Borrower accepts to pay, on demand, all costs, fees and expenses related to the preparation, execution, publication and renewal of the credit facilities and of the documentation (security documentation or other) related to this Offer, including fees of legal counsel of the Bank and all fees and costs incurred for the realisation of the Bank's security.

13 General Conditions

Any notice required by virtue of this Offer is adequate provided it is put down in writing and forwarded through a communication mean that allows the sender to prove its delivery.

For any claims or legal proceedings pursued for whatever motives and related to the present Offer, the parties agree to choose the judicial district of Montreal, Province of Quebec, Canada.

The silence of one party, its negligence or delay in exercising a right or a recourse conferred under this Offer shall never be interpreted against such party as a renunciation.

The parties agree that this Offer can be modified from time to time and for such intervention to be valid, it must be put down in writing and executed by the affected parties.

This Offer is governed by the laws of the Province of Quebec and the Borrower's rights under this Offer cannot be assigned without the Bank's prior consent.

14 Acceptance

All other terms and conditions of written agreements signed with the Bank with respect to previous financing, renewals or additions, as the case may be, and all sureties held by the Bank continue to be in full effect, without novation or derogation, with the Bank reserving all its rights, titles and interests in accordance with the terms of these agreements and sureties.

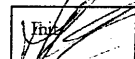
If you are in agreement with the terms and conditions of this Offer, please return the enclosed copy prepared for that purpose, duly signed by yourself and by the Surety, if applicable, along with a cheque in the amount of \$1 500, before February 9th 2017. After this date, the Bank reserves the right to cancel or modify this Offer, without prior notice or liability. This Offer is governed by the laws of the Province of Quebec and the Borrower's rights under this Offer cannot be assigned without the Bank's prior consent.

Yours very truly,

LAURENTIAN BANK OF CANADA

Per: _____

Arnaud Lebourg
Account Manager
Commercial Banking



ALB

15 ACCEPTANCE

The Borrower confirms that the above financing(s) is (are) for its (his) (her) own use and is not intended to be used by or for the benefit of a third party and acknowledges having read and understood the terms and conditions of this Offer and accepts them.

Accepted on 31 Jan. 2017

9197281 Canada Inc.

Per: 
Maria Rosario Correia

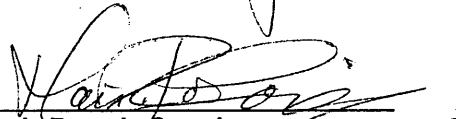
The Surety (ies) has had the opportunity to consult a legal advisor of their choosing and received any necessary legal counsel.

The Surety (ies) acknowledges having read and understood all terms and conditions of this Offer and accepts them.

I agree that the Bank may until full payment of the amounts due obtain information from any individual authorized by law as well as from any personal information agent and any other individual named on the credit reports, any financial institution and hypothecary insurer.

I agree that the Bank may disclose the information it holds on myself to any person authorized by law, personal information agent, financial institution, hypothecary insurer, surety, or with my consent to any other person who so request it.

Accepted on 31 Jan. 2017


Maria Rosario Correia



**LAURENTIAN
BANK**

MOVABLE HYPOTHEC

BETWEEN: LAURENTIAN BANK OF CANADA

555, Chabanel West, #920, Montreal (Qc) H2N 2H8

(Address of branch)

herein represented by _____

duly authorized for the purpose hereof as he so declares (hereinafter referred to as the "Bank")

AND:

9197281 CANADA INC., doing business under Flawless Designs and Designs parfait

9399, Saint-Laurent blvd, Montreal (Qc) H2N 1P6

(Name and address of grantor)

(if a legal person, herein represented by David Rao)

duly authorized for the purpose hereof as he so declares by a resolution of its board of directors dated on **February 9th, 2017** (hereinafter referred to as the "grantor").

1. The Bank and 9197281 CANADA INC. (hereinafter referred to as the "borrower") have
(Name of the borrower)

entered into a credit agreement under which the Bank has granted or made available to the borrower a loan or a line of

credit in the amount of six hundred twenty-five thousand dollars (\$ 625 000.00)

signed on **January 26th, 2017** (all sums owed by the borrower or the grantor to the Bank under the above-mentioned credit agreement, and all renewals, replacements, additions or modifications, substitutions or rewordings brought to it are hereinafter referred to as the "loan").

2. In compliance with the agreement signed on **February 9th, 2017**, the grantor has guaranteed the borrower's obligations to the Bank (hereinafter referred to as the "suretyship").

3. The Bank and the grantor have agreed to secure the loan or, if need be, the suretyship, through a movable hypothec on the property described below.

THE PARTIES THEREFORE AGREE AND DECLARE AS FOLLOWS:

4. MOVABLE HYPOTHEC

To secure the repayment of the sums he owes or may owe the Bank under the loan, the suretyship, this deed and any other present or future undertakings towards the Bank, the grantor grants the Bank a movable hypothec for a sum of

nine hundred thousand dollars (\$ 900 000.00)

with interest on this one as from the date of these presents at the rate of 25% per annum, on the property described below, the property present or future being part of the universalities described hereafter, as well as any property acquired in replacement thereof (all of which property being collectively referred to hereinafter as the "hypothecated property"):

DESCRIPTION

~~a) The universality of corporeal or incorporeal movable property, present and future, of the constituent, regardless of their location;~~

~~b) The universality of stocks and inventories, present and future, of the constituent, regardless of their location;~~

~~c) The universality of claims, present and future, of the constituent, regardless of the location of the debtor;~~

~~d) The universality of equipments, tools and furniture, present and future, of the constituent, regardless of their location;~~

~~e) Property described in the movable hypothec appendix.~~

~~(Give a detailed description of the hypothec property. In the case of a claim, specify the nature of each claim, the name and address of the debtor, the date and amount of claim and the balance due; if the claim is itself secured by a hypothec or a third-party suretyship, state the nature of the security, the register in which such security has been published and the registration division if applicable, the registration date and number and a summary description of the property given as security; and, if applicable, the name of the surety and the date of the suretyship)~~

Strike out
and initial
the mention
that does
not apply

The following property, if it is not already included in the above description or in the appendix, is also charged with the hypothec and security created hereunder. The phrase "hypothecated property" shall therefore also include the following property:

- (a) the insurance and expropriation rights and indemnities covering such hypothecated property;
- (b) claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated property, if any, as well as any property acquired in replacement thereof (provided however that this clause shall not be interpreted as allowing the grantor to dispose of the hypothecated property in violation of the other provisions of this deed);
- (c) sums deposited at any financial institution, title deeds, ledgers, bills, contracts, bills of exchange and other documents that the grantor may receive or may be entitled to receive in connection with such rentals or sales or other alienations.

If numbers or quantities are mentioned in the above description, they shall be considered as indicative of the hypothecated property owned by the grantor as at the date of these presents and shall not be interpreted as limiting the scope of the hypothec. If one or several lots or addresses are mentioned in the description, they shall not be interpreted as causing the Bank to lose rights if the location of the hypothecated property is changed, nor as restricting the scope of the hypothec with respect to the universality or universalities of hypothecated property mentioned in the description, the hypothec affecting any property present and future that is a part of such universality or universalities, regardless of whether it is located at these addresses or on these lots or elsewhere.

The hypothec shall be published as follows:

- ☐ the titles evidencing the hypothecated property shall be handed over to the Bank;
- ☐ the titles evidencing the hypothecated property shall be held through the intermediary _____

- ☒ the hypothec shall be registered ☒ in the register of personal and movable real rights
☐ in the land register

5. ADDITIONAL HYPOTHEC

To secure any amount owing to the Bank which would be in excess of the amount of the above hypothec, the grantor hypothecates the hypothecated property for a further sum equal to twenty percent (20%) of the amount of the hypothec provided for in section 4 above.

6. STATEMENTS BY THE GRANTOR

The grantor makes the following declarations to the Bank, which must remain true until the final repayment of the loan:

- (a) he operates a business and the hypothecated property belongs to such business;
- (b) he is the sole and absolute owner of all hypothecated property and no pledge, hypothec, term or conditional sale contract, transfer of property in stock, prior claim, security or other lien currently affects or is liable to affect it, except:

see the following appendix « Registered rights »

- (c) none of the hypothecated property is currently retained by a creditor;
- (d) the hypothecated property is located in the province of Quebec, except for the property described in the attached appendix;
- (e) the hypothecated property is intended to be used in Quebec, except for the property described in the attached appendix;
- (f) his head office, business locations and locations from which movements can be ascertained (or his domicile if the grantor is a natural person) are located at the addresses stipulated in the attached appendix;
- (g) all sums owed by him under the fiscal laws have been paid without subrogation;
- (h) none of the hypothecated property is or will be incorporated with an immovable or is or will be permanently physically attached or joined to an immovable, in such manner as it would lose its individuality;
- (i) if the grantor is a natural person, his date of birth is the following: _____

7. OBLIGATIONS OF THE GRANTOR

The grantor makes the following commitments:

7.1 Sound Administration

He shall administer and operate his business in an appropriate and efficient manner and abide by all financing standards agreed to with the Bank. He shall meet the requirements of the laws and regulations governing the operation of his business and the possession of the hypothecated property, including the environmental protection laws and regulations. He shall adequately maintain accounting records required by the nature of his activities and shall let the Bank examine them and obtain copies thereof.

7.2 Safekeeping, maintenance, use and change in location of the hypothecated property

He shall not change the use, destination or nature of the hypothecated property, nor shall he change its location, unless the Bank agrees in writing. He shall bring to the safekeeping, maintenance and use of the hypothecated property the care of a prudent and vigilant administrator and undertakes to follow, in its respect, any instructions the Bank may give him from time to time.

7.3 Insurance

Unless he has obtained the Bank's written consent to the contrary, he shall insure the hypothecated property and keep it insured, at his own expense, for its full replacement value, against all insurable perils, to the satisfaction of the Bank. The insurance policies shall not include any co-insurance clause unless the Bank authorizes it in writing. A coverage note must be provided to the Bank before the loan is disbursed and a copy of the policies shall be delivered forthwith to the Bank and mention its interest as hypothecary creditor, whose claim ranks ahead of any other claim. The grantor shall provide the Bank with evidence of their renewal at least thirty (30) days before the expiry of his policies. In the event of loss, he undertakes to notify the Bank immediately. He shall submit, at his own expense, all proofs of loss; nothing however shall prevent the Bank from submitting itself such proof.

The grantor shall arrange for the Bank to receive the insurance proceeds directly from the insurers, up to the amount owing to it, without the intervention of the grantor. The Bank may make any arrangement, compromise or transaction with

the insurers. The Bank may apply the proceeds to the payment or the reduction of the obligations secured by the hypothec, at the Bank's option, or hand over such proceeds to the grantor for the repair or replacement of the Property. The securities of the Bank shall in no way be diminished by the receipt any such proceeds from the insurer. Should the grantor omit to take such insurance or to maintain it in force, the Bank shall be entitled, without however being under any obligation to do so, to take such insurance in its name or on behalf of the grantor, and the premiums or costs paid or incurred by the Bank in this respect shall become immediately due and payable by the grantor to the Bank, with interest, as provided for in section 4.

7.4 Additional documents

He shall carry out all acts and sign all documents required to give full effect to the hypothec and security and ensure that it may always be set up against third parties. He undertakes to advise the Bank immediately of any claim present or future which, after the date of these presents, becomes secured by a hypothec or a third-party suretyship in his favour and to deliver to the Bank the agreements or other documents evidencing such hypothec or suretyship.

He further binds and obligates himself to deliver to the Bank, at the latter's request and at his own expense, any waiver, postponement of claim, release or discharge, as deemed necessary by the Bank to secure the prior rank of its rights over the hypothecated property. He also agrees to notify the Bank forthwith in writing of any acquisition of property under a conditional or term sale contract and of any situation where he would hold some property in deposit or hold property of which he would not be the sole and absolute owner.

7.5 Payment at maturity

He shall pay when due all duties, taxes, rates and charges payable with respect to the hypothecated property as well as any claim that could rank ahead of the hypothec and security created hereunder and shall notify the Bank of any delay in paying them. Upon request, he shall provide the Bank with evidence that he has made the payments provided for in this paragraph.

7.6 Information, visits and supporting documents

He shall provide the Bank or its representatives, upon request or at a pre-determined frequency, will any information, statement or other document including those in computerized format that they may reasonably request regarding his business. Furthermore, he shall let them examine, from time to time, the hypothecated property and his accounting records and provide them with any supporting document certifying that he meets his obligations. He shall inform the Bank of any fact or event likely to adversely affect the value of the hypothecated property or his financial position.

7.7 Purpose of loan

He agrees to use the sums lent solely for the purposes agreed to with the Bank.

7.8 Additional hypothec

At the Bank's request, he undertakes to grant the latter any additional hypothec it will deem reasonable in order to specifically affect future property or property acquired in replacement of the hypothecated property or to maintain the value of the securities granted under this deed.

7.9 Licenses, franchises, quotas, etc.

If the grantor holds or obtains licenses, franchises, quotas or other similar authorizations, he shall take necessary action to keep them and cannot sell or otherwise dispose of them without having received the Bank's prior consent in writing.

7.10 Crop and income stabilization insurance

Should the hypothec be granted on property whose output or selling prices can be insured through a crop insurance or income stabilization program, he shall enrol in such programs if the Bank so requests provided he is eligible for them.

7.11 Changes in legal structure

He may not carry out any change in his name, any change in location of his head office, any transfer of his shares or contemplate any change in the partnership contract without having received the Bank's prior consent in writing.

7.12 Changes in business activities

He shall notify the Bank in writing of any contemplated sale, rental, transfer amalgamation, winding-up or liquidation of his business. Furthermore, if the grantor is a legal person, it shall not amalgamate nor take any step whatsoever toward its winding-up or dissolution without having received the Bank's prior consent in writing. The grantor shall notify the Bank forthwith of any changes in the statements made in section 6, subparagraphs (d) and (e).

7.13 Costs

He shall pay the fees and expenses related to these presents, i.e. professional fees if any, charges incurred for the valuation and inspection of the hypothecated property, publication costs in the land register and in the register of personal and movable real rights and any other expenses, including those related to any renewal, notice, additional hypothec, waiver, postponement of claim, release or discharge related thereto. He shall reimburse the Bank all costs and fees it may incur to fulfil the borrower or the grantor commitments or to exercise its rights, with interest at the prime rate in force at the Bank from time to time, plus 3%. The hypothec and security granted under section 4 hereof shall also secure repayment of such costs and fees as well as the payment of the related interest. The Bank's prime rate is the rate it advertises as its base rate in order to determine the rate of interest applicable to loans granted in Canada in Canadian dollars.

7.14 Civil status and matrimonial regime (where applicable)

7.15 Other

8. SALE OR OTHER ALIENATION OF HYPOTHECATED PROPERTY

The grantor shall not, without the Bank's prior written authorization, lease, sell or otherwise dispose of any hypothecated property not intended for lease or sale. As long as he is not in default, he may lease, sell or otherwise dispose of property intended for lease or sale, provided it is in the normal course of his business and to ensure its continuation. However, in the event of any default on his part, the grantor may not lease, sell or otherwise dispose of such property without the Bank's prior consent in writing and solely on the terms and conditions determined by the latter.

9. RIGHTS OF THE BANK

9.1 Useful information and supporting documents

From time to time, the Bank may carry out an inspection or an assessment of the hypothecated property, at the grantor's expense. To this end, the grantor shall give the Bank access to the premises where the hypothecated property is located as well as to his business locations, and he further grants the Bank the right to examine his accounting records and documents related to the hypothecated property and obtain copies thereof.

9.2 Mandatary

- (a) The grantor hereby appoints the Bank as his irrevocable mandatary with substitution power for the purpose of performing any act and sign any document necessary or useful in the exercise of the rights granted to the Bank under this deed.
- (b) If the Bank has taken possession of the hypothecated property, it shall be under no obligation to maintain the use for which it is normally intended or to make it yield a profit or to continue its use or operation.
- (c) The Bank may, without however being under any obligation to do so, meet any of the commitments made by the grantor under this deed.
- (d) If the hypothecated property includes investment securities, the Bank may, without however being under any obligation to do so, register itself, or its nominee, as the registered holder of such investment securities and exercise all rights related thereto, including all voting, conversion or redemption rights.

9.3 Claim collection

Until notified to the contrary by the Bank, the grantor shall collect the claims that are part of the hypothecated property (hereinafter referred to as the "claims"). He may not however collect the insurance indemnities nor the sums owed by which shall have to be paid in the hands of the Bank only. The grantor shall collect the claims in a diligent and proficient manner and undertakes to follow, in this respect, all instructions given to him by the Bank. He also undertakes to notify the Bank forthwith of any problem in collecting the claims. The grantor shall use the sums collected to repay the sums due under the credit agreement or the suretyship.

At any time, the Bank may serve the grantor and the debtor of the claims, a notice stipulating that it will thenceforth collect such claims. The grantor shall then hand over immediately to the Bank all documents deemed necessary or useful by the latter in collecting the claims, along with any monies, money order or other commercial paper handed over to him prior to the receipt of such notice or handed over to him subsequently. He shall also collaborate with the Bank in the collection of the claims. The debtor of the claims shall make any payment due to the Bank without being required to verify the status of the accounts between the Bank and the grantor. The Bank shall then be entitled to a reasonable collection commission, which it may deduct from any sum collected.

The grantor hereby waives any obligation which the Bank may have to inform him of any irregularity in the payment of the claims.

The grantor shall hand over to the Bank, within ten (10) days of the end of each month, or as agreed to in writing with the Bank, a detailed listing of all claims owing to the grantor, including the name and address of the debtor of each claim, the name and address of each debtor's banker, the amount due, the age of each account and the securities held.

10. DEFAULT

In the case of a demand loan, the Bank may always demand its repayment. Furthermore, each of the following situations shall constitute a case of default:

- (a) if any of the obligations secured by these presents is not performed on its due date;
- (b) if one of the statements made in section 6 is false;
- (c) if the grantor fails to fulfil any of his commitments hereunder;
- (d) if the borrower or the grantor is in default under any agreement or contract entered into with the Bank or under any other hypothec or security affecting the hypothecated property;
- (e) if the grantor ceases operating his business, becomes insolvent or bankrupt; or
- (f) if any of the hypothecated property is seized, or taken possession of by a creditor, a sequestrator, or any person with similar functions.

In the event of any default by the grantor, the Bank may terminate any obligation it may have had to grant credit or advances to the grantor and also may declare payable all the obligations of the grantor which would not then be due. If the grantor is in default, the Bank may also exercise any such recourses existing in its favour under the law and it may realize its hypothec and security, notably by exercising the hypothecary rights provided for in the Civil Code.

The Bank may exercise the rights provided for above in any location where the grantor operates his business and in any other location it may deem appropriate. To this end, it may also use any equipment or furniture used in the operation of the grantor's business, as well as his name, trademarks and any other incorporeal property he may hold. At the Bank's request, the grantor shall then let the latter take possession of the hypothecated property and of the proceeds of rentals or sales already made, facilitate the exercise by the Bank of its hypothecary rights and recourses and diligently sign any document useful in the exercise of the Bank's rights and recourses. If the hypothecated property includes claims, the Bank may make compromises and enter into transactions with the holders of such claims and it may grant releases and discharges. When the hypothecated property includes inventories, the Bank may complete the manufacturing of such inventories and take any necessary or useful action for their selling.

11. GENERAL PROVISIONS

11.1 Scope of securities

The hypothec and security created under this deed shall be in addition to, but not substituted for, any other hypothec or security held by the Bank. They are permanent and continuing securities which shall be valid in spite of the occasional, total or partial payment of the obligations secured hereunder. In any of the cases of default, the grantor shall be put in default through the mere lapse of time, without any need for a demand for performance. The Bank may exercise its rights before or after the grantor defaults under the terms of these presents.

11.2 Mandatary or agent

The Bank may delegate to another person the exercise of its rights or the performance of its obligations arising from this deed; in such case, the Bank may provide to this other person any information it holds on the grantor or on the hypothecated property. The Bank may deduct, as an administrative charge, the reasonable remuneration paid to any person exercising its rights.

11.3 Appropriation of sums collected

After having deducted the costs and fees incurred to exercise hypothecary recourses, if applicable, the Bank may withhold as hypothecary property the sums collected or apply these sums, regardless of their origin, to any of the obligations secured by the hypothec, at its entire discretion, whether such obligations have matured or not.

11.4 Exemption clause

The exercise by the Bank of one of its rights shall not prevent it from exercising any other of its rights hereunder; the rights of the Bank shall be cumulative and not alternative. Failure by the Bank to exercise any of its rights shall not constitute a waiver of the future exercise of such right. The Bank may exercise its rights hereunder without having to exercise its other recourses against the grantor or any other person responsible for the payment of the obligations secured by these presents and without having to enforce any other security granted relative to such obligations.

The Bank shall not be held responsible by reason of any default or delay in availing itself of its rights and recourses, nor by reason of any act or omission made in good faith by any agent, mandatary, employee or officer of the Bank, and such default or delay shall not be interpreted as constituting a waiver of the Bank's rights and recourses.

The Bank shall be bound to exercise only reasonable vigilance in the exercise of its rights or performance of its obligations and, it shall be held liable only for gross negligence or voluntary fault on its part. The grantor shall indemnify the Bank and save it harmless for any losses and expenses it may incur and for all damages claimed from the Bank for which it is not liable.

11.5 Election of domicile

The grantor, and the intervening parties if any, shall inform the Bank of any change in address. Should they fail to do so, they shall be deemed to have elected domicile at the office of the Clerk of the Superior Court for the district in which the head office of the Bank is located.

11.6 Place of payment

All payments shall be made at the address mentioned in the description of the parties or at any other location specified by the Bank to the grantor. The grantor authorizes the Bank to withdraw from his bank account at the Bank the sums required to make the payments he owes hereunder, the life insurance premiums if applicable and the costs normally charged by the Bank in relation to any written extension of time it may grant under this deed.

11.7 Indivisibility and solidarity

The obligations of the grantor shall be indivisible and may be collected in their entirety from each of his heirs or legal representatives. If the term "grantor" means more than one person, each one of them shall be solidarily liable for the performance of the grantor's obligations stipulated herein.

11.8 Loan disbursement

The Bank may defer or refuse the disbursement of the loan or of any advances as long as the hypothec has not been published in the land register and in the register of personal and movable real rights and the other terms and conditions agreed to by the parties have not been met.

11.9 Language

The parties have expressly requested that this Agreement and any notices, documents or other writings relating hereto be drawn up in English. Les parties ont expressément exigé que la présente entente ainsi que tout avis ou autre document s'y rapportant soient rédigés en anglais.

12. INTERVENTION (where applicable)

Spouse married under the community of property regime

To these presents hereto came and intervened _____

(Name)

(Address)

spouse married to the grantor under community of property, who declares to have read these presents and agrees thereto in accordance with the law.

13. OTHER MENTIONS

14. APPENDIX

- ☐ Description of hypothecated property (continued)
- ☐ Hypothecated property located outside the province of Quebec
- ☐ Hypothecated property intended to be used outside the province of Quebec
- ☒ Registered rights
- ☒ Head office and business locations

INTERPRETATIVE CLAUSE

Whenever the context so requires the singular number shall be interpreted as plural, the masculine gender as feminine or neuter, and vice-versa.

Signed at Vaudreuil-Dorion on February 9th, 2017

9197281 CANADA INC.

(Name of grantor)

Per: David Rao

LAURENTIAN BANK OF CANADA

Per: Amel LEBOURG

Per: _____

(Name of intervening party)

Per: _____



**LAURENTIAN BANK
OF CANADA**

**MOVABLE HYPOTHEC
(APPENDIX)**

This appendix number 1 of 2 :

- ☐ Description of hypothecated property (continued)
- ☐ Hypothecated property located outside the province of Quebec
- ☐ Hypothecated property intended to be used outside the province of Quebec
- ☒ Registered rights
- ☐ Head office and business locations

completes the description indicated above under the movable hypothec contract signed

BETWEEN: LAURENTIAN BANK OF CANADA

AND: 9197281 CANADA INC., doing business under Flawless Designs and Designs parfait
(Name of grantor)

on February 9th, 2017

DESCRIPTION

A movable hypothec in favour of Gateway Trade Funding Co. 2LLC, published at the RDPRM under number 16-0667031-0001 ;

A movable hypothec in favour of 1000728 Ontario Limited doing business under « Financement Baron », published at the RDPRM under number 16-0159789-0001 ;

A movable hypothec in favour of JD / JD Factors corporation, published at the RDPRM under number 15-1029643-0001 ; and

A assignment of a universality of claims in favour of JD / JD Factors corporation, published at the RDPRM under number 15-1029643-0002,

Which will be paid and radiated shortly.

Made at Vaudreuil-Dorion, on February 9th, 2017

9197281 Canada Inc. (Name of grantor)

LAURENTIAN BANK OF CANADA

Per: David Rao

Per: Amel LEBEL

Per: _____

Per: _____



LAURENTIAN BANK
OF CANADA

MOVABLE HYPOTHEC
(APPENDIX)

This appendix number 2 of 2 :

- ☐ Description of hypothecated property (continued)
☐ Hypothecated property located outside the province of Quebec
☐ Hypothecated property intended to be used outside the province of Quebec
☐ Registered rights
☒ Head office and business locations

completes the description indicated above under the movable hypothec contract signed

BETWEEN: LAURENTIAN BANK OF CANADA

AND: 9197281 CANADA INC., doing business under Flawless Designs and Designs parfait
(Name of grantor)

on February 9th, 2017

DESCRIPTION

602-111, Chabanel West, Montreal (Qc) H2N 1C8;
806-9320, Saint-Laurent blvd, Montreal (Qc) H2N 1N7; and
9399, Saint-Laurent blvd, Montreal (Qc) H2N 1P6.

Made at Vaudreuil-Dorion, on February 9th, 2017

9197281 CANADA INC. (Name of grantor)

Per: David Rao

Per: _____

LAURENTIAN BANK OF CANADA

Per: Amal LEBLANC

Per: _____

E170134519-UKQ22

DEMANDE DE SERVICE: 17-0134519

2017-02-16
Page 1

ÉTAT CERTIFIÉ DE L'INSCRIPTION NO 17-0134519-0001

DATE DE CERTIFICATION DU REGISTRE:

2017-02-15 15:00

INSCRIPTION DATE-HEURE-MINUTE

DATE EXTRÊME D'EFFET

17-0134519-0001 2017-02-15 14:21

2027-02-09

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

BANQUE LAURENTIENNE DU CANADA

555, Chabanel Ouest, bureau 920, Montréal, Québec

H2N 2H8

Constituant

9197281 CANADA INC.

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

Constituant

9197281 CANADA INC.

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

AGISSANT SOUS LA DÉNOMINATION SOCIALE:

Flawless Designs

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

Constituant

9197281 CANADA INC.

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

AGISSANT SOUS LA DÉNOMINATION SOCIALE:

Designs parfait

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

BIENS

The universality of stocks and inventories, present and future, of the
constituant, regardless of their location;

The universality of claims, present and future, of the constituant,
regardless of the location of the debtor;

The following property, if it is not already included in the above
description or in the appendix, is also charged with the hypothec and
security created hereunder. The phrase « hypothecated property » shall
therefore also include the following property:



DEMANDE DE SERVICE: 17-0134519

2017-02-16

Page 2

SUITE DE L'INSCRIPTION 17-0134519-0001

BIENS (SUITE)

(a) the insurance and expropriation rights and indemnities covering such hypothecated property;

(b) claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated property, if any, as well as any property acquired in replacement thereof (provided however that this clause shall not be interpreted as allowing the grantor to dispose of the hypothecated property in violation of the other provisions of this deed);

(c) sums deposited at any financial institution, title deeds, ledgers, bills, contracts, bills of exchange and other documents that the grantor may receive or may be entitled to receive in connection with such rentals or sales or other alienations.

MENTIONS

SOMME DE L'HYPOTHÈQUE

1 080 000 \$

RÉFÉRENCE À L'ACTE CONSTITUTIF

FORME DE L'ACTE: Sous seing privé

DATE: 2017-02-09

LIEU: Vaudreuil-Dorion

AUTRES MENTIONS:

L'hypothèque est consentie au taux annuel de 25%.

Le montant de l'hypothèque inclut une hypothèque additionnelle de 20% du montant en capital de l'hypothèque principale, soit un montant de 180 000\$.

AVIS D'ADRESSE

NO 025536



E170134519-UKQ22

DEMANDE DE SERVICE: 17-0134519

2017-02-16

Page 3

***** FIN DE L'ÉTAT CERTIFIÉ *****

Certifié conforme
Céline Hétu
Officier de la publicité des droits
personnels et réels mobiliers

Cette inscription a été faite sous le(s) nom(s) :

9197281 CANADA INC.
Flawless Designs
9197281 CANADA INC.
Designs parfait
9197281 CANADA INC.

H2N 1P6
H2N 1P6
H2N 1P6
H2N 1P6
H2N 1P6



**BANQUE
LAURENTIENNE**

**RELEVÉ DE COMPTE AU 8 novembre 2017
POUR 9197281 Canada inc. (Flawless Design)**

MARGE DE CRÉDIT

530-0000466-01

Solde en capital

378 000.00 \$

Taux d'intérêt

5.20%

Intérêts courus au 8 novembre 2017

700.07

Intérêts journaliers

53.85

VISA

4257 0270 0120 1982

Solde en capital

5 744.46 \$

Intérêts journaliers

2.98 \$

VISA

4257 0270 0120 7138

Solde en capital

2 778.74 \$

Intérêts journaliers

1.46 \$

VISA

4257 0270 0120 1990

Solde en capital

9 541.88 \$

Intérêts journaliers

4.97 \$

DÉCOUVERT BANCAIRE

066-0069656-01

Solde

180 320.55 \$

PRENEZ NOTE QUE CE RELEVÉ N'EST PAS UN RELEVÉ OFFICIEL ET QUE LES INFORMATIONS MENTIONNÉES AUX PRÉSENTES SONT FOURNIES SANS PRÉJUDICE AUX DROITS DE LA BANQUE LAURENTIENNE DU CANADA ET NE LA LIENT D'AUCUNE FAÇON. CE RELEVÉ EST À TITRE INFORMATIF SEULEMENT.

BANQUE LAURENTIENNE DU CANADA

PAR:


MICHAEL TSANG, DIRECTEUR, COMPTES SPÉCIAUX

CANADA
Province de Québec
District de MONTREAL

Cour Supérieure

No : 500-05-084440-179

Le 20 JUIL 2017

JUGEMENT

VU les dispositions de la Loi;

VU la production du certificat requis tel qu'il figure au verso;

POUR CES MOTIFS, la cour condamne

9197281 CANADA INC. , personne morale légalement constituée, dont l'adresse du siège est 122, RUE BEECHWOOD à DOLLARD-DES-ORMEAUX, H9A 1K5, district de MONTREAL, exploitant ou ayant exploité une entreprise sous le nom de

DESIGNS PARFAIT / FLAWLESS DESIGNS

à payer à l'Agence du revenu du Québec la somme de 216 402,20 \$ et les intérêts capitalisés quotidiennement à compter du 23 juin 2017 au taux déterminé selon les articles 28 et 28.1 de la Loi sur l'administration fiscale, sur le montant de 216 402,20 \$ ainsi que les frais de justice.

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR


Personne désignée par le greffier

(s) ELAINE CLOUTIER-NEVEU
Greffier adjoint
J.C. 0B78

**CERTIFICAT DÉLIVRÉ EN VERTU
DE L'ARTICLE 13 DE LA LOI SUR L'ADMINISTRATION FISCALE**

Après examen du dossier de

9197281 CANADA INC. , personne morale légalement constituée, dont l'adresse du siège est 122, RUE BEECHWOOD à DOLLARD-DES-ORMEAUX, H9A 1K5, district de MONTREAL, exploitant ou ayant exploité une entreprise sous le nom de

DESIGNS PARFAIT / FLAWLESS DESIGNS

en ce qui a trait aux lois fiscales du Québec auxquelles cette personne est assujettie, lui a été dûment envoyé ou notifié un ou des avis de cotisation totalisant le montant de 222 688,45 \$.

Le ou les avis de cotisation ont été envoyés ou notifiés à la ou aux dates suivantes :

du 11 mai 2016 au 21 juin 2017 inclusivement.

et visent la ou les lois mentionnées ci-après :


- la Loi sur les impôts (retenues à la source)
- la Loi sur le régime de rentes du Québec
- la Loi sur l'assurance parentale
- la Loi sur la Régie de l'assurance maladie du Québec
- la Loi sur les normes du travail
- la Loi sur la taxe de vente du Québec (TVQ)

Le montant total de la dette ou, le cas échéant, la partie recouvrable relativement à l'avis ou aux avis mentionnés plus haut, y compris les intérêts courus au 22 juin 2017, s'établit à 216 402,20 \$.

Je déclare que les présentes constituent le certificat prévu à l'article 13 de la Loi sur l'administration fiscale attestant l'exigibilité de la dette et de la somme des droits, pénalités et intérêts que la personne dont le nom figure ci-dessus doit en vertu de chacune des lois énumérées ci-dessus, y compris les frais prévus aux articles 12.1 et 12.2 de la Loi sur l'administration fiscale.

BROSSARD, ce vingt-deuxième jour de juin 2017

Responsable : Mylène Lacroix
Adresse : 11A, rue de la Place-du-Commerce, secteur B12CPF
Brossard (Québec) J4W 2T9



Mylène Lacroix
Agente de la gestion financière
personne autorisée à signer

Téléphone : 1 866 470-3833, poste 4666140
Télécopieur : 514 285-3909
Numéro de référence : 16922098

No :

Cour Supérieure

L'Agence du revenu du Québec

contre

9197281 CANADA INC. : personne morale
légalement constituée, dont l'adresse du siège
est 122, RUE BEECHWOOD à
DOLLARD-DES-ORMEAUX, H8A 1K5, district
de MONTREAL, exploitant ou ayant exploité
une entreprise sous le nom de
DESIGNS PARFAIT / FLAWLESS DESIGNS

Certificat prévu à l'article 13
de la Loi sur l'administration fiscale

Geneviève Cloutier
Direct 514-392-9448
Direct Fax 514-876-9048
genevieve.cloutier@gowlings.com

October 31, 2017

BY BAILIFF

WITHOUT PREJUDICE

9197281 CANADA INC.
9399 Saint-Laurent Blvd
Montreal, Quebec H2N 1P6

Attention to: Ms. Maria Rosario Correira and Mr. David Dao

**Re: Advances made by Laurentian Bank of Canada to 9197281 Canada Inc.
(the "Company")
Demand for payment and Notice of intention pursuant to section 244 of the
Bankruptcy and Insolvency Act
Our file: L47050164**

Madam/Sir:

We are the attorneys for Laurentian Bank of Canada (the "**Bank**").

Reference is made to the advances made available to the Company by the Bank pursuant to a letter of offer dated January 26, 2017 and accepted by the Company and Maria Rosario Correira, as guarantor, on January 31, 2017, as amended (the "**Letter of Offer**"), including:

- A. A line of credit in the amount of \$600,000 bearing interest at the Bank prime rate plus 2.00% per annum (the "**Line of Credit**");
- B. Visa business credit cards with a total limit of \$25,000;
- C. Line of credit for foreign exchange contracts (the "**FX Credit**").

According to the Bank's records, as at October 31, 2017, the Borrower is indebted to the Bank for the total amount of \$575,102.16, in principal and interest, the whole subject to adjustment in respect to various matters, including accrued interest, returned items, fees, costs and accessories, with respect to the Letter of Offer.

The indebtedness under the Line of Credit continues to accrue interest at the Bank's prime rate of 3.2% per annum, plus 2%, for a total of 5.2% per annum.

The payment of the indebtedness and the performance of the Borrower's obligations under the Letter of Offer are secured, *inter alia*, by a movable hypothec on all of the Borrower's present and future stocks, inventories and claims (the "**Security**").

The Bank has informed us that the Borrower is in default of respecting its obligations under the Letter of Offer and the Security in that, *inter alia*:

1. The Borrower's financial position has significantly deteriorated, namely following a judgment rendered on July 20, 2017 against the Borrower, ordering it to pay \$216,402.20 plus interest to the ARQ (the "**ARQ Judgment**");
2. The Borrower does not meet the margin requirements for the Line of Credit, which is overdrawn by over \$178,871.92, namely as a result of the impact of the ARQ Judgment on the Borrower's borrowing capacity;
3. The Borrower has failed to adequately cooperate with the Bank, *inter alia* with respect to the Bank's requests for documents and information pertaining to the ARQ Judgment;
4. The Borrower has failed to adequately cooperate with the Bank's consultant, Richter Advisory Group Inc. ("**Richter**"), and to provide Richter with the documents and information required to carry on its mandate;
5. The Line of Credit has not fluctuated in the proper manner.

Consequently, for and on behalf of the Bank, we hereby demand payment of the sum of \$575,102.16, plus interest accrued thereon, within ten (10) days of receipt thereof in certified funds payable to the order of *Gowling WLG (Canada) LLP in Trust*, failing which the appropriate legal proceedings will be instituted against the Borrower without any further notice or delay.

Moreover, in light of the Borrower's default, as well as the lack of available funds due to the Borrower's failure to meet its margin requirements, the FX Credit, and all related transactions, shall be terminated with immediate effect, unless an amount of \$288,351.92 is deposited by wire transfer or bank draft no later than November 1st, 2017 at 5:00pm. This amount is required to reimburse the overdrawn amount on the Line of Credit (\$178,871.92) and to pay the transaction scheduled for November 1st, 2017 on the FX Credit (\$109,480). Funds for this transaction will not otherwise be available.

This letter is sent to you without any admission and without prejudice to the Bank's rights and recourses. The Bank expressly reserves the right to take such steps as it deems advisable to protect its interests prior to the expiry of the 10-day period set forth hereinabove including, without limitation, the right to proceed to recover the indebtedness and to enforce any and all security without any further notice at any time if the Bank becomes aware of any circumstances which might impair its position.

We also enclose herewith a notice of intention by the Bank pursuant to section 244 of the Bankruptcy and Insolvency Act.

DO GOVERN YOURSELVES ACCORDINGDLY.

GOWLING WLG (CANADA) LLP


Genevieve Cloutier

GC/nh
Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244 (1) of the *Bankruptcy and Insolvency Act* (Canada))

TO : 9197281 CANADA INC. (the "Debtor" or "Insolvent Person")
9399 Saint-Laurent Blvd
Montreal, Quebec H2N 1P6

Attention to: Ms. Maria Rosario Correia and Mr. David Dao

Take notice that :

1. Laurentian Bank of Canada, a secured creditor (hereinafter the "**Secured Creditor**"), intends to enforce its security on the property of the Insolvent Person described below :

"The universality of stocks and inventories, present and future, of the constituent, regardless of their location;

The universality of claims, present and future, of the constituent, regardless of the location of the debtor;

The following property, if it is not already included in the above description or in the appendix, is also charged with the hypothec and security created hereunder. The phrase « hypothecated property » shall therefore also include the following property:

(a) the insurance and expropriation rights and indemnities covering such hypothecated property;

(b) claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated property, if any, as well as any property acquired in replacement thereof (provided however that this clause shall not be interpreted as allowing the grantor to dispose of the hypothecated property in violation of the other provisions of this deed);

(c) sums deposited at any financial institution, title deeds, ledgers, bills, contracts, bills of exchange and other documents that the grantor may receive or may be entitled to receive in connection with such rentals or sales or other alienations."

2. The security that is to be enforced is in the form of:
 - i. A movable hypothec between the Insolvent Person and the Secured Creditor dated February 9, 2017 and registered at the Register of Personal and Movable Real Rights, on February 15, 2017, under number 17-0134519-0001.
3. The total amount of indebtedness secured by the security is \$575,102.16, in principal and interest, as at October 31, 2017 (the "**Indebtedness**"), together with all further direct and indirect indebtedness and interest thereon due and owing or as may become due

and owing from the Insolvent Person to the Secured Creditor.

4. The Secured Creditor will not have the right to enforce its security until after the expiry of ten (10) days following this notice, unless the Insolvent Person agrees to an earlier enforcement.

This notice pursuant to section 244 of the *Bankruptcy and Insolvency Act* is sent *de bene esse* and, as such, without any admission that such notice is required as a matter of law in the present case.

Dated at Montreal, this October 31, 2017.

LAURENTIAN BANK OF CANADA

By its solicitors

GOWLING WLG (CANADA) LLP



Per: Geneviève Cloutier

Mathieu, Valerie

De: Mathieu, Valerie de la part de Cloutier, Genevieve
Envoyé: 31 octobre 2017 15:45
À: 'lbernard@ravinskyryan.com'
Cc: Cloutier, Genevieve
Objet: 9197281 Canada inc. - Demande de paiement et avis 244 L.F.I.
Pièces jointes: L47050164-GC-Letter to 9197281 Canada inc. (Oct. 31, 2017)-MTL_LAW-2829499-v1.PDF

Suivi:	Destinataire	Réception
	'lbernard@ravinskyryan.com'	
	Cloutier, Genevieve	Remis: 2017-10-31 15:45

ProfileOnSend: 1

Chère consœur,

Veuillez trouver ci-joint une copie de la *Demande de paiement* et l'*Avis 244 L.F.I.* qui a été remise à nos huissiers pour signification à votre cliente. Dans l'intervalle, nous vous prions de bien vouloir transmettre une copie de la pièce jointe à ce courriel à votre cliente, vu le délai relatif à ligne de change venant à échéance demain, 1^{er} novembre 2017, à 17h.

Sincères salutations,

Geneviève Cloutier
Associée
Partner
Tél./T +1 514 392 9448
Télec./F +1 514 878 1450
genevieve.cloutier@gowlingwlg.com



v/d : L47050164

LAURENTIAN BANK OF CANADA

VS

9197281 CANADA INC

Signification	9,00 \$ (1)
Kilométrage	22,35 \$ (1A)
SOUS-TOTAL	31,35 \$

Autres frais :
(non admissible à l'état des frais)

Gestion	7,00 \$ (4)
SOUS-TOTAL	7,00 \$

TOTAL AVANT TAXES	38,35 \$
TPS	1,92 \$
TVQ	3,83 \$
TOTAL	44,10 \$

Je soussigné(e), **CLAUDE VILLENEUVE**, huissier de justice, ayant mon domicile professionnel au 511 PLACE D'ARMES #800, MONTREAL, QC, CANADA, H2Y 2W7, certifie sous mon serment professionnel

que le **07 novembre 2017 à 18:35 heures**,

j'ai signifié L'ORIGINAL de la présente "DEMAND FOR PAYMENT AND NOTICE OF INTENTION TO ENFORCE SECURITY (SUBSECTION 244 (1) OF THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)" en notant sous ma signature, le jour et l'heure de la signification, au verso de l'acte

destiné à **9197281 CANADA INC.**, au soin de **MARIA ROSARIO CORREIA, PRÉSIDENTE**

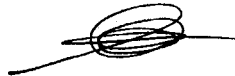
en remettant le tout au DIRIGEANT ou à un ADMINISTRATEUR de ladite PERSONNE MORALE, ou à l'un de ses AGENTS, EN MAINS PROPRES à SON DOMICILE (selon l'article 125 al. 1 du C.p.c.)

à l'adresse suivante :

122 RUE BEECHWOOD, DOLLARD-DES-ORMEAUX, QC, CANADA, H9A 1K5.

La distance nécessairement parcourue est de 15 kilomètre(s)

MONTREAL, le 07 novembre 2017.



CLAUDE VILLENEUVE, huissier de justice
Permis # 689

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) LAPRO 4 R68 E1107 I1108-08:46 REF:1893580-1-2-1 ()
NB:3 FRAIS:O

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

SE

PAQUETTE
HUISSIERS DE JUSTICE

v/d : L47050164

LAURENTIAN BANK OF CANADA

VS

9197281 CANADA INC

Démarche	6,00 \$ (1)
SOUS-TOTAL	6,00 \$
TPS	0,30 \$
TVQ	0,60 \$
TOTAL	6,90 \$

Je soussigné(e), **GUILLAUME LABELLE**, huissier de justice, ayant mon domicile professionnel au 511 PLACE D'ARMES #800, MONTREAL, QC, CANADA, H2Y 2W7, certifié sous mon serment professionnel

que le **08 novembre 2017 heures**,

je me suis exprès transporté(e) à l'adresse suivante :

9399 BOUL ST-LAURENT, MONTREAL , QC, CANADA, H2N 1P6

afin de signifier L'ORIGINAL de la présente "DEMAND FOR PAYMENT AND NOTICE OF INTENTION TO ENFORCE SECURITY (SUBSECTION 244 (1) OF THE BANKRUPTCY AND INSOLVENCY ACT (CANADA))"

au destinataire de l'acte, à savoir: **9197281 CANADA INC A L'ATTENTION DE: MARIA ROSARIO ET DAVID DAO ,**

ce que je n'ai pu faire vu que le destinataire de l'acte était ABSENT de son LIEU de TRAVAIL étant donné qu'il ne s'y rend qu'à des heures irrégulières. DE PLUS, LA PORTE AVANT ÉTAIT VÉROUILLÉE. CEPENDANT, LE LOCAL EST ACCESSIBLE PAR L'ENTREPRISE QUI SE SITUE SOUS L'ENTREPRISE DE LA DÉFENDERESSE. CET ACCÈS MÈNE DANS LE LIEU OÙ LA DÉFENDERESSE ENTREPOSE SES MARCHANDISES AINSI QU'AU LOCAL OÙ ELLE PRÉSENTE ÇA MARCHANDISE AU PUBLIC. IL N'Y AVAIT PAS D'EMPLOYÉ SUR PLACE.

Ma(mes) tentative(s) antérieure(s) :

03/11/2017 à 11:15 heures, 0 KM, 9399 BOUL ST-LAURENT, MONTREAL , QC, CA, H2N 1P6

03/11/2017 à 11:15 heures, 0 KM, 9399 BOUL ST-LAURENT, MONTREAL , QC, CA, H2N 1P6

06/11/2017 à 11:05 heures, 0 KM, 9399 BOUL ST-LAURENT, MONTREAL , QC, CA, H2N 1P6

MONTREAL, le 08 novembre 2017.



GUILLAUME LABELLE, huissier de justice
Permis # 1035

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) RICMAR 4 R68 E1108 I1108-13:13 REF:1893580-1-1-1 ()
NB:3 FRAIS:N

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

SE

PAQUETTE
HUISSIERS DE JUSTICE

C A N A D A
PROVINCE OF QUEBEC
REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

PRIOR NOTICE OF EXERCISE OF A HYPOTHECARY RIGHT
(Articles 2757 and 2791 of the *Civil Code of Québec*)

Date and Place

October 31, 2017, Montreal, Province of Québec.

Nature of the Prior Notice

Prior Notice of the exercise of the hypothecary right of sale under judicial authority (Articles 2757 and 2791 of the Civil Code of Quebec).

Person giving notice

LAURENTIAN BANK OF CANADA, a bank duly constituted under the *Bank Act*, having a place of business at 1981 Avenue McGill College, 20th Floor, Montreal, Province of Québec, H3A 3K3;

(the "**Creditor**")

Debtor

9197281 CANADA INC., a corporation duly constituted, having its head office at 9399 Saint-Laurent Blvd, Montreal, Province of Québec, H2N 1P6;

(the "**Debtor**")

Guarantor

MARIA ROSARIO CORREIRA, domiciled and residing at 122 Beechwood Street, Dollard-des-Ormeaux, Province of Québec, H9A 1K5;

Origin of the obligations and the hypothecary right

- Movable hypothec on all of the Debtor's stocks, inventories and claims, registered at the Register of Personal and Movable Real Rights on February 15, 2017, under number 17-0134519-0001 (the "**Hypothec**");
- Letter of offer dated January 26, 2017, as amended (the "**Letter of Offer**")

Description of the Defaults

The Debtor is in default under the terms of the Letter of Offer and the Hypothec in that, *inter alia*:

- The Debtor's financial position has significantly deteriorated, namely following a judgment rendered on July 20, 2017 against the Debtor, ordering it to pay \$216,402.20 plus interest to the ARQ (the "ARQ Judgment");
- The Debtor does not meet the margin requirements for the line of credit, which is overdrawn by over \$178,871.92, namely as a result of the impact of the ARQ Judgment on the Debtor's borrowing capacity;
- The Debtor has failed to adequately cooperate with the Creditor, *inter alia* with respect to the Creditor's requests for documents and information pertaining to the ARQ Judgment;
- The Debtor has failed to adequately cooperate with the Creditor's consultant, Richter Advisory Group Inc., and to provide the latter with the documents and information required to carry on its mandate; and
- The line of credit has not fluctuated in the proper manner.

Claim in capital and interest

As at October 31, 2017, Debtor is indebted to Creditor for an amount of \$575,102.16 representing the aggregate of all sums outstanding under the Credit Agreement and the Hypothec, in principal and interest, more fully detailed as follows:

A. Line of credit	\$557,141.18
interest per diem: \$53.85	
B. Visa business credit cards	\$17,960.98
interest per diem: \$9.39	
TOTAL:	<u>\$575,102.16</u>

The whole subject to adjustments in respect of various matters, including fees, interest and accessories.

Description of charged property

"The universality of stocks and inventories, present and future, of the constituent, regardless of their location;

The universality of claims, present and future, of the constituent, regardless of the location of the debtor;

The following property, if it is not already included in the above description or in

the appendix, is also charged with the hypothec and security created hereunder. The phrase « hypothecated property » shall therefore also include the following property:

(a) the insurance and expropriation rights and indemnities covering such hypothecated property;

(b) claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated property, if any, as well as any property acquired in replacement thereof (provided however that this clause shall not be interpreted as allowing the grantor to dispose of the hypothecated property in violation of the other provisions of this deed);

(c) sums deposited at any financial institution, title deeds, ledgers, bills, contracts, bills of exchange and other documents that the grantor may receive or may be entitled to receive in connection with such rentals or sales or other alienations."

(hereinafter referred to as the "Property")

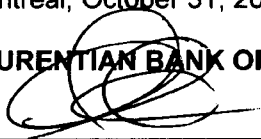
Call to surrender the Property

Consequently, the Debtor is hereby called upon to surrender the Property within twenty (20) days from the date of the registration of the present notice at the Register of Personal and Movable Real Rights, so that the Creditor may proceed with the sale of the said Property under judicial authority.

Debtor or any other interested person has the right to remedy the defaults and defeat the exercise of the hypothecary right by paying the Creditor the amount owed before the sale under judicial authority of the Property or by remedying the omission or breach set forth in the present Notice and any subsequent omission or breach and, in either case, by paying the costs incurred.

Montreal, October 31, 2017

LAURENTIAN BANK OF CANADA

By: 
Geneviève Cloutier, attorney
1, Place Ville-Marie, Suite 3700
Montréal, Québec H3B 3P4

Witness


Nathalie Hétu

Witness


Valérie Mathieu

AFFIDAVIT

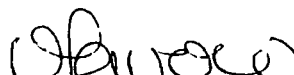
I, the undersigned, Valérie Mathieu, domiciled and residing for the purpose of these presents at 1 Place Ville-Marie, Suite 3700, in the City of Montreal, Province of Quebec, solemnly declare that:

1. I am one of the witnesses to the Prior Notice of Exercise of a Hypothecary Right of sale under judicial authority signed by Me Geneviève Cloutier;
2. The said Prior Notice of Exercise of a Hypothecary Right of sale under judicial authority has been signed by Me Geneviève Cloutier, on behalf of Laurentian Bank of Canada, in my presence and in the presence of the other witness;
4. I know Geneviève Cloutier and the other witness and, they are both over 18 years of age;
5. All of the facts alleged in this affidavit are true.

AND I HAVE SIGNED, IN MONTREAL:


VALÉRIE MATHIEU

Solemnly declared before me in Montreal,
this 3th day of October, 2017


Commissioner of oaths for the
Province of Québec



Date, heure, minute de certification : **2017-11-08 14:05**Critère de recherche Numéro d'inscription : **17-1187221-0001****Détail de l'inscription****INSCRIPTION DATE-HEURE-MINUTE**

17-1187221-0001 2017-11-08 10:01

PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE

PARTIES**Titulaire**

LAURENTIAN BANK OF CANADA

1981 Avenue McGill College, 20th Floor, Montreal, Québec

H3A 3K3

Constituant

9197281 CANADA INC.

9399 Saint-Laurent Blvd, Montreal, Québec

H2N 1P6

BIENS

The universality of stocks and inventories, present and future, of the constituent, regardless of their location;

The universality of claims, present and future, of the constituent, regardless of the location of the debtor;

The following property, if it is not already included in the above description or in the appendix, is also charged with the hypothec and security created hereunder. The phrase « hypothecated property » shall therefore also include the following property:

(a) the insurance and expropriation rights and indemnities covering such hypothecated property;

(b) claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated property, if any, as well as any property acquired in replacement thereof (provided however that this clause shall not be interpreted as allowing the grantor to dispose of the hypothecated property in violation of the other provisions of this deed);

(c) sums deposited at any financial institution, title deeds, ledgers, bills, contracts, bills of exchange and other documents that the grantor may receive or may be entitled to receive in connection with such rentals or sales or other alienations.

(hereinafter referred to as the "Property")

MENTIONS**Droit dont l'exercice est projeté :**

Vente sous contrôle de justice

Référence à l'inscription visée

NUMÉRO

NATURE

17-0134519-0001

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte de préavis

Forme de l'acte : Sous seing privé

Date : 2017-10-31

Lieu : Montréal, Québec

v/d : L47050164

LAURENTIAN BANK OF CANADA

CREDITOR

-AND-

9197281 CANADA INC

DEBTOR(S)

MARIA ROSARIO CORREIRA

GUARANTOR

Signification	9,00 \$ (1)
Kilométrage	44,70 \$ (1A)
Rédaction Légale	6,00 \$ (3)
SOUS-TOTAL	59,70 \$

Autres frais :

(non admissible à l'état des frais)

Gestion	7,00 \$ (4)
SOUS-TOTAL	7,00 \$

TOTAL AVANT TAXES	66,70 \$
TPS	3,34 \$
TVQ	6,65 \$
TOTAL	76,69 \$

Je soussigné(e), **CLAUDE VILLENEUVE**, huissier de justice, ayant mon domicile professionnel au 511 PLACE D'ARMES #800, MONTREAL, QC, CANADA, H2Y 2W7, certifie sous mon serment professionnel

que le **02 novembre 2017 à 7:05 heures**,

j'ai signifié un DUPLICATA du présent "PRIOR NOTICE OF EXERCISE OF A HYPOTHECARY RIGHT (ARTICLES 2757 AND 2791 OF THE CIVIL CODE OF QUÉBEC) AND AFFIDAVIT" en notant sous ma signature, le jour et l'heure de la signification, au verso de l'acte

destiné à **MARIA ROSARIO CORREIRA**,

en remettant le tout au DESTINATAIRE de l'acte EN MAINS PROPRES (selon l'article 116 al. 1 du C.p.c.), à SON DOMICILE

à l'adresse suivante:

122 RUE BEECHWOOD , DOLLARD-DES-ORMEAUX , QC, CANADA, H9A 1K5.

Ma(mes) tentative(s) antérieure(s) :

01/11/2017 à 19:10 heures, 15 KM, 122 RUE BEECHWOOD , DOLLARD-DES-ORMEAUX , QC, CA, H9A 1K5

La distance nécessairement parcourue est de 30 kilomètre(s)

MONTREAL, le 02 novembre 2017.

CLAUDE VILLENEUVE, huissier de justice
Permis # 689

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) H130 4 R68 E1102 I1108-08:45 REF:1893474-1-2-1 ()
NB:3 FRAIS:O

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

PAQUETTE
HUISSIERS DE JUSTICE

v/d : L47050164

LAURENTIAN BANK OF CANADA

CREDITOR

-AND-

9197281 CANADA INC

DEBTOR(S)

MARIA ROSARIO CORREIRA

GUARANTOR

Démarche	6,00 \$ (1)
Kilométrage	32,78 \$ (1A)
SOUS-TOTAL	38,78 \$
TPS	1,94 \$
TVQ	3,87 \$
TOTAL	44,59 \$

Je soussigné(e), **GUILLAUME LABELLE**, huissier de justice, ayant mon domicile professionnel au 511 PLACE D'ARMES #800, MONTREAL, QC, CANADA, H2Y 2W7, certifie sous mon serment professionnel

que le **03 novembre 2017 à 11:15 heures**,

je me suis exprès transporté(e) à l'adresse suivante :

9399 BOUL ST-LAURENT, MONTREAL , QC, CANADA, H2N 1P6

afin de signifier un DUPLICATA du présent "PRIOR NOTICE OF EXERCISE OF A HYPOTHECARY RIGHT (ARTICLES 2757 AND 2791 OF THE CIVIL CODE OF QUÉBEC) AND AFFIDAVIT"

au destinataire de l'acte, à savoir: **9197281 CANADA INC ,**

ce que je n'ai pu faire vu que le destinataire de l'acte était ABSENT de son LIEU de TRAVAIL étant donné qu'il ne s'y rend qu'à des heures irrégulières. De plus, un avis de visite a été laissé sous pli cacheté selon l'article 129 C.p.c. (ADRESSE CONFIRMÉE PAR LA MARCHANDISE AU NOM DU DESTINATAIRE DANS L'IMMEUBLE)

Ma(mes) tentative(s) antérieure(s) :

02/11/2017 à 10:15 heures, 11 KM, 9399 BOUL ST-LAURENT, MONTREAL , QC, CA, H2N 1P6

La distance nécessairement parcourue est de 22 kilomètre(s)

MONTREAL, le 03 novembre 2017.

GUILLAUME LABELLE, huissier de justice
Permis # 1035

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) H155 4 R68 E1103 I1108-08:45 REF:1893474-1-1-1 ()
NB:3 FRAIS:O

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

PAQUETTE
HUISSIERS DE JUSTICE

v/d : L47050164

LAURENTIAN BANK OF CANADA

CREDITOR

-AND-

9197281 CANADA INC

DEBTOR(S)

MARIA ROSARIO CORREIRA

GUARANTOR

Je soussigné(e), **CLAUDE VILLENEUVE**, huissier de justice, ayant mon domicile professionnel au 511 PLACE D'ARMES #800, MONTREAL, QC, CANADA, H2Y 2W7, certifie sous mon serment professionnel

que le **07 novembre 2017 à 18:35 heures**,

j'ai signifié un DUPLICATA du présent "PRIOR NOTICE OF EXERCISE OF A HYPOTHECARY RIGHT (ARTICLES 2757 AND 2791 OF THE CIVIL CODE OF QUÉBEC) AND AFFIDAVIT" en notant sous ma signature, le jour et l'heure de la signification, au verso de l'acte

destiné à **9197281 CANADA INC A/S MARIA ROSARIO CORREIA**, au soin de **MARIA ROSARIO CORREIA, PRÉSIDENTE**

en remettant le tout au DIRIGEANT ou à un ADMINISTRATEUR de ladite PERSONNE MORALE, ou à l'un de ses AGENTS, EN MAINS PROPRES à SON DOMICILE (selon l'article 125 al. 1 du C.p.c.)

à l'adresse suivante :

122 RUE BEECHWOOD, DOLLARD-DES-ORMEAUX, QC, CANADA, H9A 1K5.

Signification	9,00 \$ (1)
Rédaction Légale	6,00 \$ (3)
SOUS-TOTAL	15,00 \$
TPS	0,75 \$
TVQ	1,50 \$
TOTAL	17,25 \$

MONTREAL, le 07 novembre 2017.

CLAUDE VILLENEUVE, huissier de justice
Permis # 689

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) RICMAR 4 R68 E1107 I1108-08:45 REF:1893474-1-3-1 ()
NB:3 FRAIS:O

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

PAQUETTE
HUISSIERS DE JUSTICE

Le 8 août 2017

9197281 CANADA INC.
122, RUE BEECHWOOD
DOLLARD-DES-ORMEAUX, QC H9A 1K5

Numéro d'entreprise du Québec (NEQ) : 1170762364
Numéro de référence : 16922098

Objet : Demande de paiement

Mesdames,
Messieurs,

Le 20 juillet 2017, un jugement, dont vous trouverez ci-joint une copie, a été prononcé en faveur de l'Agence du revenu du Québec.

En vertu de ce jugement, vous devez nous remettre 212 635,89 \$, y compris les droits, les pénalités, les frais et les intérêts courus au 8 août 2017. Veuillez nous faire parvenir votre paiement d'ici le 23 août 2017.

De plus, notez que toute personne que vous pourriez désigner pour négocier un règlement en votre nom ou obtenir des renseignements relatifs à votre dossier fiscal devra d'abord nous fournir une procuration à cet effet.

Si vous ne donnez pas suite à cette demande avant la date indiquée ci-dessus, vous serez passible de recours judiciaires sans autre délai ni avis.

Veuillez noter que des intérêts sont calculés sur la somme mentionnée ci-dessus, selon les modalités et au taux prévus par la législation fiscale, et ce, jusqu'au paiement complet de votre dette.

Nous pourrions exiger d'un organisme public qu'il nous transmette une somme qui vous est payable, ou une partie de celle-ci, jusqu'à concurrence du montant de votre dette fiscale, et l'affecter au paiement de cette dette.

Nous vous prions de recevoir, Mesdames, Messieurs, nos salutations distinguées.



Mylène Lacroix

p. j. Copie du jugement

CANADA
Province de Québec
District de MONTREAL

Cour Supérieure

No : 500-05-084440-179

Le 20 JUIL 2017

JUGEMENT

VU les dispositions de la Loi;

VU la production du certificat requis tel qu'il figure au verso;

POUR CES MOTIFS, la cour condamne

9197281 CANADA INC., personne morale légalement constituée, dont l'adresse du siège est 122, RUE BEECHWOOD à DOLLARD-DES-ORMEAUX, H9A 1K5, district de MONTREAL, exploitant ou ayant exploité une entreprise sous le nom de

DESIGNS PARFAIT / FLAWLESS DESIGNS

à payer à l'Agence du revenu du Québec la somme de 216 402,20 \$ et les intérêts capitalisés quotidiennement à compter du 23 juin 2017 au taux déterminé selon les articles 28 et 28.1 de la Loi sur l'administration fiscale, sur le montant de 216 402,20 \$ ainsi que les frais de justice.

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR


Personne désignée par le greffier

(s) ELAINE CLOUTIER-NEVEU
Greffier adjoint
J.C. 0B78

**CERTIFICAT DÉLIVRÉ EN VERTU
DE L'ARTICLE 13 DE LA LOI SUR L'ADMINISTRATION FISCALE**

Après examen du dossier de

9197281 CANADA INC. , personne morale légalement constituée, dont l'adresse du siège est 122, RUE BEECHWOOD à DOLLARD-DES-ORMEAUX, H9A 1K5, district de MONTREAL, exploitant ou ayant exploité une entreprise sous le nom de

DESIGNS PARFAIT / FLAWLESS DESIGNS

en ce qui a trait aux lois fiscales du Québec auxquelles cette personne est assujettie, lui a été dûment envoyé ou notifié un ou des avis de cotisation totalisant le montant de 222 688,45 \$.

Le ou les avis de cotisation ont été envoyés ou notifiés à la ou aux dates suivantes :

du 11 mai 2016 au 21 juin 2017 inclusivement.

et visent la ou les lois mentionnées ci-après :

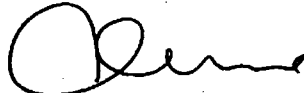
- la Loi sur les impôts (retenues à la source)
- la Loi sur le régime de rentes du Québec
- la Loi sur l'assurance parentale
- la Loi sur la Régie de l'assurance maladie du Québec
- la Loi sur les normes du travail
- la Loi sur la taxe de vente du Québec (TVQ)

Le montant total de la dette ou, le cas échéant, la partie recouvrable relativement à l'avis ou aux avis mentionnés plus haut, y compris les intérêts courus au 22 juin 2017, s'établit à 216 402,20 \$.

Je déclare que les présentes constituent le certificat prévu à l'article 13 de la Loi sur l'administration fiscale attestant l'exigibilité de la dette et de la somme des droits, pénalités et intérêts que la personne dont le nom figure ci-dessus doit en vertu de chacune des lois énumérées ci-dessus, y compris les frais prévus aux articles 12.1 et 12.2 de la Loi sur l'administration fiscale.

BROSSARD, ce vingt-deuxième jour de juin 2017

Responsable : Mylène Lacroix
Adresse : 11A, rue de la Place-du-Commerce, secteur B12CPF
Brossard (Québec) J4W 2T9



Mylène Lacroix
Agente de la gestion financière
personne autorisée à signer

Téléphone : 1 866 470-3833, poste 4666140
Télécopieur : 514 285-3909
Numéro de référence : 16922098

No :

Cour Supérieure

L'Agence du revenu du Québec

contre

9197281 CANADA INC. : personne morale
légalement constituée, dont l'adresse du siège
est 122, RUE BEECHWOOD à
DOLLARD-DES-ORMEAUX, H9A 1K5, district
de MONTREAL, exploitant ou ayant exploité
une entreprise sous le nom de
DESIGNS PARFAIT / FLAWLESS DESIGNS

Certificat prévu à l'article 13
de la Loi sur l'administration fiscale



**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**



Agence du revenu
du Canada Canada Revenue
Agency

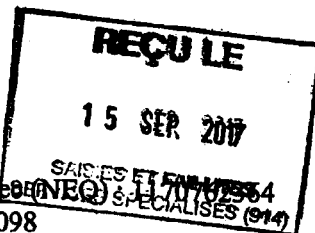
17719864022

POSTE CERTIFIÉE

Le 12 septembre 2017

BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

per 066



Numéro d'entreprise du Québec : 170702564
Numéro de référence : 16922098
Numéro de poste certifiée : 3342646612732669

**DÉBITEUR FISCAL : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS
DESIGNS**

**Objet : Transmission d'un avis du ministre du Revenu à un tiers saisi
et d'une demande formelle de paiement**

Mesdames,
Messieurs,

Vous trouverez ci-joint l'*Avis du ministre du Revenu à un tiers saisi* et la *Demande formelle de paiement* relatifs à une saisie en main tierce délivrés conformément à la législation fiscale.

Selon ces documents, vous devez verser au ministre, en tant que tiers, toute somme que vous devez payer au débiteur fiscal mentionné ci-dessus, et ce, jusqu'à concurrence du total du montant inscrit sur chacun de ces documents, soit 228 845,76 \$.

Nous vous informons que ces documents prennent effet à compter de la date de leur réception.

Pour toute question relative à ces documents ou pour signaler que les saisies visent des sommes insaisissables ou un compte conjoint, vous pouvez communiquer avec la personne soussignée, dont les coordonnées figurent en bas de page.

Secteur B12CPF
11A, rue de la Place-du-commerce
Brossard (Québec) J4W 2T9
Tél. sans frais : 1 866 470-3833, poste 4668140
Télécopieur : 514 285-3909
www.revenuquebec.ca

... verso

PER-6240.1 (2017-06)

40001-172-2/7-4

002045



POSTE CERTIFIÉE (No 3342646612732669)

AVIS DU MINISTRE DU REVENU À UN TIERS SAISI
Loi sur l'administration fiscale
(art. 15, 15.2.1, 15.3.0.1, 15.3.1, 15.4, 15.5, 15.6, 15.7 et 15.8)

TIERS SAISI : BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

CONSIDÉRANT QUE le ministre a des raisons de croire que vous, en tant que tiers saisi, êtes ou serez tenu de faire un paiement au débiteur fiscal suivant :

DÉBITEUR FISCAL : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS
9399, BOUL. SAINT-LAURENT
MONTREAL (QUEBEC) H2N 1P6

Numéro de référence : 16922098
Numéro d'entreprise du Québec (NEQ) : 1170762364

CONSIDÉRANT QUE le débiteur fiscal est redevable d'une somme exigible en vertu d'une loi fiscale;

le ministre du Revenu exige que, sous réserve des dispositions du Code de procédure civile relatives à l'insaisissabilité, vous lui versiez à échéance toute somme que vous avez ou aurez à payer au débiteur fiscal, et ce, jusqu'à concurrence de la somme de 228 671,41 \$, à laquelle doivent être ajoutés des intérêts calculés au taux fixé par la loi, et capitalisés quotidiennement à compter du 13 septembre 2017.

Cet avis vise l'ensemble des comptes détenus par le débiteur fiscal à votre institution, tels les comptes d'épargne et les comptes courants, ainsi que tout dépôt à terme ou autre type de placement comportant une échéance de paiement, détenu ou non dans un REER.

Veuillez nous faire parvenir sans délai votre paiement, accompagné d'un des formulaires de paiement ci-joints.

À défaut de vous conformer à cet avis, vous serez tenu de payer au ministre une somme égale à celle que vous auriez dû lui verser.

Notez qu'une copie de cet avis sera notifiée au débiteur fiscal.

Pour tout renseignement supplémentaire, vous pouvez communiquer avec la personne soussignée, au 1 866 470-3833, poste 4666140. Vous trouverez au verso le texte des articles de loi mentionnés ci-dessus.

Le 12 septembre 2017

Mylène Lacroix
Agente de la gestion financière,
personne autorisée à signer

Adresse : Secteur B12CPF
11A, rue de la Place-du-commerce
Brossard (Québec) J4W 2T9

Original - Tiers saisi

PER-8951 (2015-05)

002047



**Taxe sur les produits et services
et taxe de vente harmonisée**



Agence du revenu
du Canada

Canada Revenue
Agency

POSTE CERTIFIÉE (No 3342646612732669)
DEMANDE FORMELLE DE PAIEMENT

TIERS SAISI

BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

Date : 12 septembre 2017

Numéro de référence : 16922098

Numéro entreprise (fédéral) : 81418 5997

Numéro d'entreprise du Québec (NEQ) : 1170762364

Vous êtes tenu ou sur le point d'être tenu d'effectuer un paiement à :

DÉBITEUR FISCAL :

9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS
9399, BOUL. SAINT-LAURENT
MONTREAL (QUEBEC) H2N 1P6

Conformément à la Loi sur la taxe d'accise [art. 317 paragr. (3)], le ministre du Revenu national exige que vous versiez au ministre du Revenu du Québec :

1) **Immédiatement**, les sommes payables au débiteur fiscal ou à un créancier garanti ayant le droit de recevoir les sommes qui, à l'exception d'une garantie en faveur du créancier garanti, seraient payables au débiteur fiscal;

2) toutes les autres sommes payables au débiteur fiscal, ou au créancier garanti décrit ci-dessus, que vous devrez payer dans les douze mois, au fur et à mesure que ces sommes deviendront payables.

Cependant vous n'avez pas à verser plus de 174,35 \$ (le maximum payable).

Veillez nous faire parvenir chacun de vos paiements accompagnés d'un exemplaire du formulaire de paiement ou d'une autre pièce qui indique l'identité du débiteur fiscal, son adresse et son numéro de référence ainsi que le nom du payeur.

Le défaut de verser au ministre du Revenu les sommes exigées ci-dessus vous rend personnellement responsable du paiement de ces sommes à Sa Majesté.

Veillez prendre note que cette demande sera notifiée au débiteur fiscal mentionné ci-dessus.

Vous trouverez au verso les renseignements pour le tiers saisi concernant la demande formelle de paiement.

Pour tout renseignement supplémentaire, vous pouvez communiquer avec la personne responsable du dossier, Mylène Lacroix, au 1 866 470-3833, poste 4666140.

Mylène Lacroix
Agente de la gestion financière
Personne autorisée à signer

Adresse : Secteur B12CPF
11A, rue de la Place-du-commerce
Brossard (Québec) J4W 2T9

REVENU

QUÉBEC

**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**

Agence du revenu
du CanadaCanada Revenue
Agency

Formulaire de paiement - Tiers saisi

À des fins de référence, veuillez retourner ce formulaire avec votre paiement.

Numéro de référence : 16922098

Numéro d'entreprise (fédéral) : 81418 5997

Montant du paiement : _____

Débiteur : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS

Tiers saisi : BANQUE LAURENTIENNE DU CANADA

Direction générale du recouvrement

Tiers saisi : _____

Secteur B12CPF

11A, rue de la Place-du-commerce

Brossard (Québec) J4W 2T9

Signature : _____

Fonction : _____

Personne-ressource : Mylène Lacroix

Téléphone : _____ Date : _____

Numéro de poste certifiée : 3342646612732669

PER-6980.3 (2014-05)

40001-172-5/7-4

REVENU

QUÉBEC

**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**

Agence du revenu
du CanadaCanada Revenue
Agency

Formulaire de paiement - Tiers saisi

À des fins de référence, veuillez retourner ce formulaire avec votre paiement.

Numéro de référence : 16922098

Numéro d'entreprise (fédéral) : 81418 5997

Montant du paiement : _____

Débiteur : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS

Tiers saisi : BANQUE LAURENTIENNE DU CANADA

Direction générale du recouvrement

Tiers saisi : _____

Secteur B12CPF

11A, rue de la Place-du-commerce

Brossard (Québec) J4W 2T9

Signature : _____

Fonction : _____

Personne-ressource : Mylène Lacroix

Téléphone : _____ Date : _____

Numéro de poste certifiée : 3342646612732669

PER-6980.3 (2014-05)

REVENU

QUÉBEC

**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**

Agence du revenu
du CanadaCanada Revenue
Agency

Formulaire de paiement - Tiers saisi

À des fins de référence, veuillez retourner ce formulaire avec votre paiement.

Numéro de référence : 16922098

Numéro d'entreprise (fédéral) : 81418 5997

Montant du paiement : _____

Débiteur : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS

Tiers saisi : BANQUE LAURENTIENNE DU CANADA

Direction générale du recouvrement

Tiers saisi : _____

Secteur B12CPF

11A, rue de la Place-du-commerce

Brossard (Québec) J4W 2T9

Signature : _____

Fonction : _____

Personne-ressource : Mylène Lacroix

Téléphone : _____ Date : _____

Numéro de poste certifiée : 3342646612732669

PER-6980.3 (2014-05)

00205-1



**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**



Agence du revenu
du Canada

Canada Revenue
Agency

Formulaire de réponse à Revenu Québec

Débiteur : 9197281 CANADA INC. / DESIGNS PARFAIT / FLAWLESS DESIGNS
Tiers saisi : BANQUE LAURENTIENNE DU CANADA
Numéro de référence : 16922098
Numéro de poste certifiée : 3342646612732669

Dans le cas où vous n'auriez aucun paiement à faire à Revenu Québec en vertu de l'*Avis du ministre du Revenu à un tiers saisi* et de la *Demande formelle de paiement*, veuillez fournir les renseignements demandés ci-dessous et retourner ce document, dûment rempli et signé, à la personne responsable du dossier, Mylène Lacroix, accompagné du bordereau de retour ci-joint. Si l'espace prévu est insuffisant, joignez une feuille supplémentaire à votre envoi.

Veuillez cocher la ou les cases qui correspondent à votre situation.

☐ Le compte du débiteur fiscal est fermé depuis le _____
Date

☐ Nous ne devons aucun paiement ni avance au débiteur fiscal.

☐ Nous avons effectué le dernier paiement ou la dernière avance de _____ \$ le _____
Date

☐ La dernière restitution ou le dernier paiement de _____ \$ a été effectué le _____
Date

☐ Nous devons faire un paiement au débiteur fiscal vers le _____
Date

☐ Nous devons faire un paiement au débiteur fiscal, ou nous lui consentirons un prêt ou une avance, ou nous devons faire un paiement en son nom le _____
Date

☐ Nous ne prévoyons pas de transaction prochaine avec le débiteur fiscal.

☐ Il existe actuellement, entre le débiteur fiscal et nous, une obligation éventuelle ou contestée qui n'est pas réglée s'élevant à _____ \$.

Nom (en majuscule) _____

Fonction _____

Signature _____

Téléphone _____

Date _____

Le fait de retourner ce document ne vous libère pas de votre obligation de vous conformer à l'*Avis du ministre du Revenu à un tiers saisi* et à la *Demande formelle de paiement*.

40001-172-6/7-4

002053

Afin que nous puissions traiter efficacement ce dossier, il est important que les documents que vous expédiez parviennent au bon destinataire.

Pour cette raison, vous voudrez bien :

- utiliser l'enveloppe-réponse ci-jointe pour l'envoi de vos documents;
- y insérer la partie inférieure de cette page de façon à ce que l'adresse apparaisse dans la fenêtre de l'enveloppe.

Nous vous remercions de votre collaboration.

PER-6297 (2012-04)



**Taxe sur les produits et services, taxe de vente harmonisée
et lois québécoises**



Agence du revenu
du Canada

Canada Revenue
Agency

POSTE CERTIFIÉE (No 3342646612732669)

NUMÉRO DE RÉFÉRENCE : 16922098

NOM : BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

RETOURNEZ À :

Mylène Lacroix

Secteur B12CPF
11A, rue de la Place-du-commerce
Brossard (Québec) J4W 2T9

002055



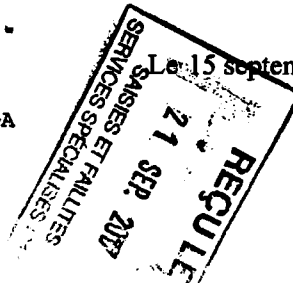
Direction générale du recouvrement

17724270568



003350

BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9



114:073

Numéro d'entreprise du Québec (NEQ) : 1170762364
Numéro de référence : 16922098

TIERS SAISI : BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

SAISIE
266 696 5601
87060.900

DÉBITEUR FISCAL :
9197281 CANADA INC. FLAWLESS DESIGN / DESIGNS PARFAIT
9399, BOUL. SAINT-LAURENT
MONTREAL (QUEBEC) H2N 1P6

✓

Objet : Mainlevée d'un avis du ministre du Revenu à un tiers saisi

Mesdames,
Messieurs,

Le ministre du Revenu vous accorde mainlevée de l'*Avis du ministre du Revenu à un tiers saisi* daté du 12 septembre 2017, qui vous a été délivré à la suite d'une saisie en main tierce, à l'égard des sommes qui doivent être payées, versées, prêtées, avancées ou restituées au débiteur fiscal mentionné ci-dessus.

Cette mainlevée vous est transmise conformément aux dispositions prévues dans la législation fiscale provinciale.

... verso

17724270589

Le 15 septembre 2017

BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

Numéro d'entreprise du Québec (NEQ) : 1170762364
Numéro de référence : 16922098

TIERS SAISI : BANQUE LAURENTIENNE DU CANADA
2490, RUE DE SALABERRY
MONTREAL, QC H3M 1K9

DÉBITEUR FISCAL :
9197281 CANADA INC. FLAWLESS DESIGN / DESIGNS PARFAIT
9399, BOUL. SAINT-LAURENT
MONTREAL (QUEBEC) H2N 1P6

Objet : Mainlevée d'une demande formelle de paiement

Mesdames,
Messieurs,

Le ministre du Revenu, par son employé dûment autorisé, vous accorde mainlevée de la
Demande formelle de paiement datée du 12 septembre 2017.

Pour tout renseignement supplémentaire à ce sujet, vous pouvez communiquer avec la
personne soussignée, au 1 866 470-3833, poste 4666140.

Nous vous remercions de votre collaboration et vous prions de recevoir, Mesdames,
Messieurs, nos salutations distinguées.



Mylène Lacroix
Agente de la gestion financière
Personne autorisée à signer
Direction générale du recouvrement

RICHTER

October 13, 2017

9197281 Canada Inc. (Flawless Designs)
9399 Saint-Laurent Blvd.
Montréal, Quebec H2N 1P6

Attention : Mrs. Maria Rosario Correia and Mr. Devendra Rao

RE: 9197281 Canada Inc. (the "Company") - Information request list

Dear Maria and Devendra,

This letter outlines the information required in order to expedite the execution of our mandate as discussed during our meeting on October 12, 2017. A cloud account has been set up for you to upload the requested information at: <https://sync.richter.ca/index.php/s/MnG4rOG9uYWWu0i>

Please provide the information in excel format where applicable.

- 1) Trial balance as at September 30, 2017 (or most recent closed month end)
- 2) Detailed general ledger (GL) from January 1, 2017 to most recent closed month end
- 3) Cash disbursement journal from January 1, 2017 to most recent closed month end
- 4) Financial Statements as at September 30, 2017 (or most recent closed month end)
- 5) External historical year-end financial statements since inception in 2015
- 6) Most recently prepared 13-week cash flow projection with supporting schedules
- 7) Copies of all assessments issued by MRQ and other government authorities
- 8) Copy of all correspondence between lawyers and MRQ
- 9) Copies of GST/QST remittances for the last year including the proof of payment and associated notice of assessments
- 10) Copies of the 2016 corporate tax returns and related notice of assessments
- 11) Payroll Journal since January 1, 2017 to date
- 12) Deduction at source (DAS) filings and proof of payment for the last year
- 13) Bank reconciliations as of the most recent month end (including supporting documents for outstanding cheques and deposits)
- 14) Bank and other credit facility agreements
- 15) September 30, 2017 and most recent detailed aged accounts receivable (A/R) listing by customer (aged by invoice date)
- 16) Monthly aged A/R listing by customer from January 1, 2017 to most recent closed month end
- 17) Roll forward of the A/R from January 1, 2017 to the most recent closed month end (showing opening balances, invoices, receipts, discounts, etc.)
- 18) List of credit notes issued in F2017 and any unissued credit notes
- 19) EDC agreement with listing for all insured customers and proof for payment for the policy
- 20) Lease agreements (rent and others if any)
- 21) Most recent detailed aged accounts payable listing by supplier
- 22) Detailed aged inventory listing with cost
- 23) Results of the latest physical inventory count
- 24) Copy of cheque for the shareholder advance

Upon receipt of the above information, we will select the customers for accounts receivable confirmations and additional procedures. The immediate availability of the above information will help us in accelerating our work.

We thank you in advance for your cooperation and look forward to working with you closely on this mandate.

T. 514.934.3465
mpisciuneri@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Montréal QC H3A 0G6
richter.ca

Montréal, Toronto



-----Original Message-----

From: Hussain, Humaira

Sent: Friday, October 20, 2017 3:34 PM

To: 'David Rao'

Cc: Pisciuneri, Mirella

Subject: RE: signed mandate.

Hi Devendra

Thanks for getting back.

Please upload the documents to the cloud account below:

https://urldefense.proofpoint.com/v2/url?u=https-3A__sync.richter.ca_index.php_s_MnG4rOG9uYWWu0i&d=DwIGaQ&c=d0WXBk_Z-g8VkJghzz_gPiQ&r=xi9snm3v7lv_fExOIRFBaNiSySuLGCRdP-7jNLQw9Z4&m=hwc0pHjPEzJwvE4RzNiBF_0QY884QwiehKZy0558FPM&s=vq3BJtT6nywjNugjjic87JyXGMQ5VQA-PfmEuRpLg5BM&e=

Also, as previously requested, if possible send us the information in excel. If not, please upload the pdf version.

Thank you

-----Original Message-----

From: David Rao [mailto:david@flawlessdesigns.ca]

Sent: Friday, October 20, 2017 3:07 PM

To: Hussain, Humaira

Cc: Pesciuneri, Mirella

Subject: Re: signed mandate.

Hi Humaira,

I will have docs ready for you Monday afternoon.

Thanks,

Sent from my iPhone

> On Oct 19, 2017, at 2:26 PM, Hussain, Humaira <HHussain@richter.ca> wrote:

>

> Hi Devendra

> Hope all is well.

> I just wanted to follow-up with you regarding the status of documents. Please let me know if you have some of the requested items such as accounts receivable listing, trial balance, copies of notice of assessments etc. ready.

> Thank you

>

>
>
> Humaira Hussain
> Directrice, Audit
> Manager, Audit
> T. 514.934.3440 - 4262
> HHussain@richter.ca
>
> Richter S.E.N.C.R.L./LLP
> 1981, McGill College
> Montréal QC H3A 0G6
> richter.ca
>
>
>
>
>
> -----Original Message-----
> From: David Rao [mailto:david@flawlessdesigns.ca]
> Sent: Wednesday, October 18, 2017 2:28 PM
> To: Piscuneri, Mirella
> Cc: Hussain, Humaira; cbarchechath@videotron.ca
> Subject: Re: signed mandate.
>
> Hi Mirella/Humaira,
>
> Please see attached mandate letter as requested.
>
> Thanks,
>
>
>

> This email and any attachments are for the sole use of the intended recipients and may be private or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this e-mail and attachments.

>

> Le présent message électronique et les fichiers qui y sont joints sont réservés uniquement à l'usage des destinataires visés et peuvent être de nature privée ou confidentielle. Toute distribution, impression ou autre utilisation de la présente communication, et de tout fichier qui y est joint, par un tiers est interdite. Si vous n'êtes pas le destinataire visé, veuillez informer immédiatement l'expéditeur et détruire de façon permanente le présent message électronique et les fichiers qui y sont joints.



From: Hussain, Humaira
Sent: Wednesday, October 25, 2017 10:00 AM
To: david@flawlessdesigns.ca
Cc: Piscuneri, Mirella
Subject: RE: Follow-up

Good Morning Devendra,
I just left you another voicemail as I haven't heard back from you after my call and email on Monday.
Please advise us regarding the status of the information requested.
Thank you

From: Hussain, Humaira
Sent: Monday, October 23, 2017 4:04 PM
To: david@flawlessdesigns.ca
Cc: Piscuneri, Mirella
Subject: Follow-up

Hi Devendra
Hope all is well.
I wanted to follow up with you regarding the status of information requested. Would you be uploading those today?
Please let me know so I can review and schedule a time to come in as early this week as possible.
Thank you

Humaira



From: Hussain, Humaira
Sent: Tuesday, October 17, 2017 10:17 AM
To: 'david@flawlessdesigns.ca'
Cc: Piscuneri, Mirella
Subject: RE: Information request list

Good Morning Devendra,
Hope all is well and you are back in town!
Just wanted to remind you to please send back the signed engagement letter and the accounts receivable listing today.
I can call you after to discuss when the rest of the information will be ready so I can schedule a day to come in.
Thank you

From: Hussain, Humaira
Sent: Friday, October 13, 2017 3:23 PM
To: 'david@flawlessdesigns.ca'
Cc: Piscuneri, Mirella
Subject: Information request list

Hi Devendra,

Hope all is well.
Please find attached the information request list.
Would it be possible for you to please send the accounts receivable listing as soon as possible so I can select the customers for confirmations?
Please upload the requested documents to the link below:
<https://sync.richter.ca/index.php/s/MnG4rOG9uYVWu0i>
Also, please advise as to when we can expect to have the information ready.
If you have any questions, do not hesitate to email or call me.

Thank you,

Geneviève Cloutier
Direct +1 514 392 9448
Direct Fax +1 514 876 9048
genevieve.cloutier@gowlingwlg.com

October 24th, 2017

BY E-MAIL

(david@flawlessdesigns.ca)
(maria@flawlessdesigns.ca)

WITHOUT PREJUDICE

9197281 CANADA INC.
9399 boul. Saint-Laurent
Montreal (Quebec) H2N 1P6

Attention to: Mrs. Maria Rosario Correira and Mr. David Dao

**Re: Advances made by Laurentian Bank of Canada to 9197281 Canada Inc.
(the "Company")**

Our file: L47050164

Madam, Sir,

We are the attorneys for Laurentian Bank of Canada (the "**Bank**").

Reference is made to the advances made available to the Company by the Bank pursuant to a letter of offer dated January 26, 2017 and accepted by the Company and Maria Rosario Correira, as guarantor, on January 31, 2017, as amended (the "**Letter of offer**"), including a line of credit in the amount of \$600,000 bearing interest at the Bank prime rate plus 2.00% per annum (the "**Line of credit**").

As of October 23, 2017, the amount outstanding under the Line of credit is \$555,000, plus interest thereon.

As you are aware, the Company's account was transferred to Special loans following the Bank's receipt of a notice of seizure by garnishment by Agence du revenu du Québec ("**ARQ**") dated September 12, 2017, in the amount of \$228,845.76. On September 15, 2017, a release of the seizure by garnishment was granted by ARQ in favour of the Bank.

Nevertheless, the Bank discovered that a judgment, dated July 20, 2017, was rendered by the Superior Court of Québec, condemning the Company to pay to ARQ the sum of \$216,402.20, plus interest since June 23, 2017, following which a formal demand for payment was issued by ARQ on August 8, 2017.

On October 10, 2017, the Bank requested from the Company all relevant information and documents pertaining to the ARQ's claim and the Judgment, which information and documents have not yet been provided to the Bank.

In addition, the Company is currently in default to meet the margin requirements pursuant to the terms of the Letter of offer and the credit facilities have not fluctuated in a proper manner.

As a result, the Bank retained Richter Advisory Group, as consultant, to assess and report on the Bank's security position with respect to the Company.

Based on the information provided by the Company to the Bank as of August 31, 2017 (including, without limitation, the Judgment), you are hereby advised that the Company's borrowing capacity has been revised as per the terms of the Letter of offer to the amount of \$378,000, such that the Line of credit is currently in deficit for an amount of \$177,000.

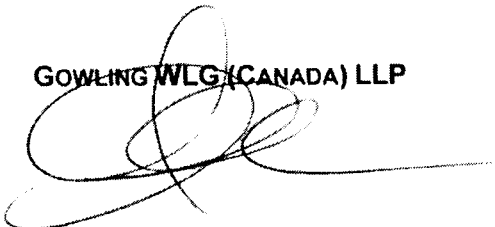
The Bank wishes to reiterate its request to receive with all relevant information and documents pertaining to the ARQ's claim and the Judgment.

The Bank continues to act in good faith in its discussions with the Company to rectify its financial situation. However, the Company's cooperation is needed and required to achieve this goal.

This letter is sent to you strictly without prejudice and under reserve of all of the Bank's rights and recourses in law.

Yours truly,

GOWLING WLG (CANADA) LLP



Geneviève Cloutier

GC : vm

C.c. Alexandre Leblanc, Laurentian Bank of Canada
Mirella Piscuneri, Richter Advisory Group.

Mathieu, Valerie

De: Mathieu, Valerie de la part de Cloutier, Genevieve
Envoyé: 24 octobre 2017 13:43
À: 'david@flawlessdesigns.ca'; 'maria@flawlessdesigns.ca'
Cc: Cloutier, Genevieve
Objet: Advances made by Laurentian Bank of Canada to 9197281 Canada Inc. /OF: L47050164
Pièces jointes: L47050164-GC-Letter to 9197281 Canada Inc. -MTL_LAW-2811395-v1.PDF

Suivi:	Destinataire	Réception	Lire
	'david@flawlessdesigns.ca'		
	'maria@flawlessdesigns.ca'		
	Cloutier, Genevieve	Remis: 2017-10-24 13:43	Lu: 2017-10-25 14:03

ProfileOnSend: 1

Good afternoon,

Please find enclosed herewith a letter regarding the above mentioned file.

Regards,

Geneviève Cloutier
Associée
Partner
Tél./T +1 514 392 9448
Télec./F +1 514 878 1450
genevieve.cloutier@gowlingwlg.com



Mathieu, Valerie

De: Cloutier, Genevieve
Envoyé: 25 octobre 2017 14:31
À: david@flawlessdesigns.ca; maria@flawlessdesigns.ca
Cc: Hussain, Humaira; Pesciuneri, Mirella
Objet: RE: Advances made by Laurentian Bank of Canada to 9197281 Canada Inc. /OF: L47050164
Pièces jointes: Flawless Designs - Info request list.pdf
Importance: Haute

Madam, Sir,

As you are aware, we are the attorneys for the Laurentian Bank of Canada.

We are writing to you in reference to the above matter.

We are informed that Richter Advisory Group ("**Richter**"), acting as consultant, has made several requests to the Company to be provided with information and documents it requires in order to carry on its mandate. Attached hereto is the information request list dated October 13, 2017 for ease of reference.

Despite numerous promises, the Company has not provided any of the requested information and documents to Richter. Therefore, we hereby ask that you provide all requested information and documents to Richter by no later than tomorrow 12:00pm, failing which the Bank will have no other choice but to consider other alternative to protect its security position.

As mentioned in our previous correspondence, your cooperation is essential in order for the Bank to continue exploring with the Company solutions to remedy to its default under the credit facilities.

This correspondence is sent to you without any admission and under reserve of all of the Bank's rights and recourses.

Regards,

Geneviève Cloutier
Associée
Partner
Tél./T +1 514 392 9448
genevieve.cloutier@gowlingwlg.com



De : Mathieu, Valerie **De la part de** Cloutier, Genevieve
Envoyé : 24 octobre 2017 13:43
À : david@flawlessdesigns.ca; maria@flawlessdesigns.ca
Cc : Cloutier, Genevieve <Genevieve.Cloutier@gowlingwlg.com>
Objet : Advances made by Laurentian Bank of Canada to 9197281 Canada Inc. /OF: L47050164

Good afternoon,

Please find enclosed herewith a letter regarding the above mentioned file.

Regards,

Geneviève Cloutier

Associée

Partner

Tél./T +1 514 392 9448

Télec./F +1 514 878 1450

genevieve.cloutier@gowlingwlg.com



GOWLING WLG

RICHTER

October 13, 2017

9197281 Canada Inc. (Flawless Designs)
9399 Saint-Laurent Blvd.
Montréal, Quebec H2N 1P6

Attention : Mrs. Maria Rosario Correia and Mr. Devendra Rao

RE: 9197281 Canada Inc. (the "Company") - Information request list

Dear Maria and Devendra,

This letter outlines the information required in order to expedite the execution of our mandate as discussed during our meeting on October 12, 2017. A cloud account has been set up for you to upload the requested information at: <https://sync.richter.ca/index.php/s/MnG4rOG9uYWWu0i>

Please provide the information in excel format where applicable.

- 1) Trial balance as at September 30, 2017 (or most recent closed month end)
- 2) Detailed general ledger (GL) from January 1, 2017 to most recent closed month end
- 3) Cash disbursement journal from January 1, 2017 to most recent closed month end
- 4) Financial Statements as at September 30, 2017 (or most recent closed month end)
- 5) External historical year-end financial statements since inception in 2015
- 6) Most recently prepared 13-week cash flow projection with supporting schedules
- 7) Copies of all assessments issued by MRQ and other government authorities
- 8) Copy of all correspondence between lawyers and MRQ
- 9) Copies of GST/QST remittances for the last year including the proof of payment and associated notice of assessments
- 10) Copies of the 2016 corporate tax returns and related notice of assessments
- 11) Payroll Journal since January 1, 2017 to date
- 12) Deduction at source (DAS) filings and proof of payment for the last year
- 13) Bank reconciliations as of the most recent month end (including supporting documents for outstanding cheques and deposits)
- 14) Bank and other credit facility agreements
- 15) September 30, 2017 and most recent detailed aged accounts receivable (A/R) listing by customer (aged by invoice date)
- 16) Monthly aged A/R listing by customer from January 1, 2017 to most recent closed month end
- 17) Roll forward of the A/R from January 1, 2017 to the most recent closed month end (showing opening balances, invoices, receipts, discounts, etc.)
- 18) List of credit notes issued in F2017 and any unissued credit notes
- 19) EDC agreement with listing for all insured customers and proof for payment for the policy
- 20) Lease agreements (rent and others if any)
- 21) Most recent detailed aged accounts payable listing by supplier
- 22) Detailed aged inventory listing with cost
- 23) Results of the latest physical inventory count
- 24) Copy of cheque for the shareholder advance

Upon receipt of the above information, we will select the customers for accounts receivable confirmations and additional procedures. The immediate availability of the above information will help us in accelerating our work.

We thank you in advance for your cooperation and look forward to working with you closely on this mandate.

T. 514.934.3465
mpisciuneri@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Montréal QC H3A 0G6
richter.ca

Montréal, Toronto



From: "Andre" <andre@meilleurinc.com>
To: "Pisciuneri, Mirella" <MPisciuneri@richter.ca>, "daniel@meilleurinc.com"
<daniel@meilleurinc.com>, "Simon Meilleur" <simon@meilleurinc.com>
Subject: Fwd: Flawless Designs - 8 novembre 2017 (Notes/Rapports)

Bonjour Mirella,

Suite a ta demande de ce matin, trouve en pièce-jointes

nos commentaires et photos prises du locale au 9399

boul. Saint Laurent, Montréal.

N'hésite pas a nous contacter en tous temps pour de

plus amples détails

Merci de Votre Confiance.

Meilleur

GAMi

(514) 236-5599

----- Forwarded Message -----

Subject: Flawless Designs - 8 novembre 2017 (Notes/Rapports)

Date: Wed, 08 Nov 2017 12:49:17 -0500

From: Daniel Meilleur <daniel@meilleurinc.com>

To: Andre meilleur <andre@meilleurinc.com>

Bonjour,

Je suis arrivé sur les lieux à 11:40. L'adresse /porte d'entrée est barré (je comprends que le local est au 2e étage, cette porte mène à un escalier qui va au 2e). (Voir photo en attachement)

La boîte aux lettres est pleine, je ne peux pas voir si elle contient du courrier ou juste de la pub, car elle est barré (voir photo).


J'ai fait le tour de l'immeuble (voir photos) et la porte arrière est barré ainsi que la porte de la sortie de secours au 2e (en haut des marches de l'escalier de secours). La porte du shipping aussi est barré.

Les autres portes arrières mène aux commerces voisin (équipement Delisle et Peintures Sherwin-Williams) (voir photos)

Ayant été sur les lieux pendant au moins 1h, je n'ai constaté aucune activité à l'adresse en question. Notez aussi que, tel que témoigne les photos, il semble avoir aucunes lumières d'allumés dans le local.

Daniel Meilleur
Gestion André Meilleur inc.

Envoyé depuis mon BlackBerry - l'appareil mobile le plus sûr - à partir du réseau TELUS

 Virus-free. www.avast.com































**AVIS DE RETRAIT D'AUTORISATION
DE PERCEVOIR LES CRÉANCES**
(art. 2745 C.C.Q.)

**NOTICE OF WITHDRAWAL OF AUTHORIZATION
TO COLLECT RECEIVABLES**
(art. 2745 C.C.Q.)

À / TO : **9197281 CANADA INC.** f.a.s.r.s. Flawless Designs
9399, boulevard St-Laurent
Montréal (Québec) H2N 1P6

(« Débitrice » / « Debtor »)

ET/AND : **TOUS LES DÉBITEURS DE CRÉANCES DUES A :**
ALL THE DEBTORS OF THE CLAIMS OWED TO :

9197281 CANADA INC. f.a.s.r.s. Flawless Designs
9399, boulevard St-Laurent
Montréal (Québec) H2N 1P6

DE/FROM : **LAURENTIAN BANK OF CANADA**
1981, Avenue McGill College, 20th Floor
Montréal (Québec) H3A 3K3

(collectively referred to as « Créancier » / « Creditor »)

SOYEZ par les présentes avisés qu'en vertu des actes suivants, la Débitrice a hypothéqué toutes les dettes et créances pouvant lui être dues, présentes et futures, en faveur du Créancier, à savoir :

Notice is hereby given that pursuant to the deeds described hereinafter, the Debtor has hypothecated all debts and claims which may be due to it, present and future, in favour of the Creditor, to wit :

- Hypothèque conventionnelle sans dépossession publiée au Registre des droits personnels et réels mobiliers (ci-après le « **RDPRM** »), le 15 février 2017, sous le numéro 17-0134519-0001;

- Conventional hypothec without delivery registered at the Registrar of Personal and Movable Real Rights (hereinafter "**RPMRR**") on February 15, 2017 under number 17-0134519-0001;

La Débitrice étant en défaut de respecter ses obligations envers le Créancier, soyez par la présente avisés que le Créancier retire à la Débitrice l'autorisation de percevoir quelque somme que ce soit due aux termes de toutes dettes ou créances, et que toutes sommes que vous devez ou que vous

The Debtor being in default of respecting its obligations towards the Creditor, be advised that the Creditor withdraws the authorization given to Debtor to collect any sum due whatsoever with respect to all debts or claims and, that all sums that you owe or that you may owe to Debtor must be paid from the date of the service of the

pourrez devoir à la Débitrice devront être payées à compter de la signification du présent avis, de la façon suivante:

Les sommes dues devront être remises à l'ordre de *Richter Groupe Conseil inc.* à l'attention de la personne et à l'adresse suivante :

present notice, in the following manner:

The amounts owed will have to be remitted to the order of *Richter Advisory Group Inc.* to the following person and at the following address:

Richter Groupe Conseil inc.
Richter Advisory Group Inc.
1981 McGill College, 11th Floor
Montreal (Québec) H3A 0G6
Tel : 514-934-3465

Aux soins de / care of Mrs. Mirella Piscuneri

DE PLUS, soyez avisés que toute somme, tout chèque ou effet postdaté, de capital et d'intérêt, aux termes de toutes créances payables à la Débitrice qui serait payé à une personne autre que *Richter Groupe Conseil inc.*, selon les termes du présent avis, sera nul et non libératoire à compter de la signification du présent avis.

VEUILLEZ AGIR EN CONSÉQUENCE.

FURTHERMORE, notice is hereby given that any amount, cheque or postdated instrument, of capital and interest, with respect to all claims payable to the Debtor that would be paid to any person other than *Richter Advisory Group Inc.*, pursuant to the terms of the present notice, shall be null, void and cannot be discharged from the date of service of the present notice.

DO GOVERN YOURSELVES ACCORDINGLY.

SIGNÉ À MONTRÉAL, ce 8ième jour de novembre 2017

SIGNED AT MONTREAL, this 8th day of November 2017

LAURENTIAN BANK OF CANADA

Par/Per :



Geneviève Cloutier

GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L./LLP

Témoins:


Véronique Lavoie
Valérie Mathieu

DÉCLARATION SOUS SERMENT

Je, soussignée, Véronique Lavoie, exerçant ma profession au 1 Place Ville-Marie, 37^{ième} étage, Montréal, Québec, H3B 3P4, affirme solennellement ce qui suit :

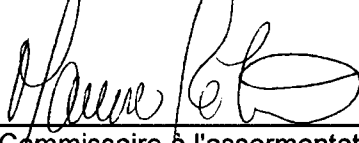
1. Je suis majeure;
2. Je suis l'un des témoins à l'Avis de retrait d'autorisation de percevoir les créances auquel la présente déclaration sous serment est jointe;
3. Ledit Avis de retrait d'autorisation de percevoir a été signé par Geneviève Cloutier pour le compte de LAURENTIAN BANK OF CANADA, en ma présence et en la présence de Valérie Mathieu, l'autre témoin;
4. Je connais Geneviève Cloutier et Valérie Mathieu, l'autre témoin, et nous sommes tous majeurs;
5. Tous les faits mentionnés au présent affidavit sont vrais.

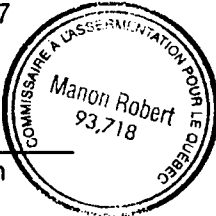
ET J'AI SIGNÉ À MONTRÉAL,

ce 8 novembre 2017

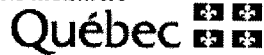

VÉRONIQUE LAVOIE

Affirmé solennellement devant moi
à Montréal, ce 8 novembre 2017


Commissaire à l'assermentation
pour le Québec



Registre
des droits personnels
et réels mobiliers



Date, heure, minute de certification : **2017-11-08 14:05**

Critère de recherche Numéro d'inscription : **17-1187999-0001**

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
-------------	-------------------

17-1187999-0001	2017-11-08 12:17
-----------------	------------------

RETRAIT DE L'AUTORISATION DE PERCEVOIR LES SOMMES

PARTIES

Titulaire

LAURENTIAN BANK OF CANADA

1981, Avenue McGill Collège, 20e étage, Montréal, Québec

H3A 3K3

Constituant

9197281 CANADA INC.

9399, boulevard Saint-Laurent, Montréal, Québec

H2N 1P6

MENTIONS

Référence à l'inscription visée

NUMÉRO

NATURE

17-0134519-0001

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-11-08

Lieu : Montréal, Québec

v/d : L47050164

BANQUE LAURENTIENNE DU CANADA

CRÉANCIER(S)

ET

9197281 CANADA INC. F.A.S.R.S. FLAWLESS
DESIGNS

DÉBITEUR

Signification	9,00 \$ (1)
Kilométrage	22,35 \$ (1A)
SOUS-TOTAL	31,35 \$
TPS	1,57 \$
TVQ	3,13 \$
TOTAL	36,05 \$

que le **08 novembre 2017 à 19:30 heures,**

j'ai signifié un DUPLICATA du présent AVIS DE RETRAIT
D'AUTORISATION DE PERCEVOIR LES CRÉANCES (Art. 2745
C.C.Q.), DÉCLARATION SOUS SERMENT en notant sous ma
signature, le jour et l'heure de la signification, au verso de l'acte

destiné à **9197281 CANADA INC. F.A.S.R.S. FLAWLESS DESIGNS**
A/S MARIA ROSARIO CORREIRA, au soin de **MARIA ROSARIO**
CORREIRA, PRÉSIDENTE

en remettant le tout au DIRIGEANT ou à un ADMINISTRATEUR de
ladite PERSONNE MORALE, ou à l'un de ses AGENTS, EN MAINS
PROPRES à SON DOMICILE (selon l'article 125 al. 1 du C.p.c.)

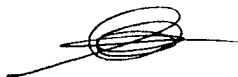
à l'adresse suivante :

122 RUE BEECHWOOD, DOLLARD-DES-ORMEAUX, QC, CANADA,
H9A 1K5.

Le numéro de téléphone du destinataire est : 514-683-0641

La distance nécessairement parcourue est de 15 kilomètre(s)

MONTREAL, le 08 novembre 2017.



CLAUDE VILLENEUVE, huissier de justice
Permis # 689

a/s : 4743
G-WLG LP (2191)

(QE ALAAL) LAPRO 4 R68 E1108 I1109-13:10 REF:1896603-1-1-1 ()
NB:3 FRAIS:O

No Engr. T.P.S. : R122687056

No Engr. T.V.Q. : 1013245793

SE

PAQUETTE
HUISSIERS DE JUSTICE

No. : 500-11-

SUPERIOR COURT
(COMMERCIAL DIVISION)
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE RECEIVERSHIP OF:

9197281 CANADA INC.

Debtor

-and-

LAURENTIAN BANK OF CANADA

Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposed Receiver

BL0052

LIST OF EXHIBITS

(Motion to appoint a receiver)

COPY FOR:

9197281 CANADA INC.

9399, Saint-Laurent Blvd.
Montreal (Québec) H2N 1P6

Me Geneviève Cloutier
genevieve.cloutier@gowlingwlg.com



GOWLING WLG

Gowling WLG (Canada) LLP

3700 - 1, Place Ville Marie

Montréal (Québec)

Canada H3B 3P4

Tel.: 514-392-9448

fax.: 514-876-9448

N° file : **L47050164**

INIT. : GC/vm

a/s 4743