

**500-11-056046-192**

**EXHIBIT P-1**



## Rechercher une entreprise au registre

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

Renseignements en date du 2019-02-15 08:46:51

#### État des informations

##### Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1172107683
Nom	J. SLAWNER LTÉE

##### Adresse du domicile

Adresse	4980 Jean-Talon Ouest Montréal Québec H4P1W9 Canada
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##### Adresse du domicile élu

Adresse	Aucune adresse
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##### Immatriculation

Date d'immatriculation	2016-09-01
Statut	Immatriculée
Date de mise à jour du statut	2016-09-01
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	2016-09-01 Constitution
Régime constitutif	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)
Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)

##### Dates des mises à jour

Date de mise à jour de l'état de renseignements	2019-01-21
Date de la dernière déclaration de mise à jour annuelle	2019-01-10 2018
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2019-09-02
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2018	2019-03-01

**Faillite**

L'entreprise n'est pas en faillite.

**Fusion et scission**

La personne morale a fait l'objet de fusion(s).

Type	Loi applicable	Date	Nom et domicile de la personne morale	Composante	Résultante
Fusion ordinaire	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)	2016-09-01	9346-5557 Québec inc. 5713 ch. de la Côte-des-Neiges Montréal (Québec) H3S1Y7 Canada	1143974195	1172107683
			J. SLAWNER LTÉE 5713 ch. de la Côte-des-Neiges Montréal (Québec) H3S1Y7 Canada	1148008601	

**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<sup>er</sup> secteur d'activité**

Code d'activité économique (CAE)	3915
Activité	Industries des appareils orthopédiques
Précisions (facultatives)	APPAREILS ORTHOPÉDIQUES

**2<sup>e</sup> secteur d'activité**

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

Nombre de salariés au Québec  
De 11 à 25

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

**Actionnaires****Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom	2282068 ONTARIO INC.
Adresse	262 ST King Oakville Ontario L6J1B7 Canada

**Convention unanime des actionnaires**

Il n'existe pas de convention unanime des actionnaires.

**Liste des administrateurs**

Nom de famille	ROODE
Prénom	CHRIS
Date du début de la charge	2018-10-17
Date de fin de la charge	
Fonctions actuelles	CONTROLLER
Adresse	4980 Jean-Talon Ouest Montréal Québec H4P1W9 Canada

Nom de famille	COCKBURN
Prénom	WAYNE
Date du début de la charge	2018-11-27
Date de fin de la charge	
Fonctions actuelles	Président, Secrétaire
Adresse	42 Niagara Street Hamilton Ontario L8L6A2 Canada

Nom de famille	CARDOSO
Prénom	MANUEL J.
Date du début de la charge	2018-12-31
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	4980 Jean-Talon Ouest Montréal Québec H4P1W9 Canada

Nom de famille	Slawner
Prénom	Simon
Date du début de la charge	2016-09-01
Date de fin de la charge	2016-09-01
Fonctions actuelles	Président, Secrétaire, Administrateur
Adresse	5713 ch. de la Côte-des-Neiges Montréal (Québec) H3S1Y7 Canada

Nom de famille	Gagnon
Prénom	Pierre Gaston
Date du début de la charge	2016-09-01
Date de fin de la charge	2018-11-27
Fonctions actuelles	Président, Secrétaire
Adresse	1-333 RUE Wyecroft Oakville Ontario L6K2H2 Canada

Nom de famille	KOROLL
Prénom	RANDY
Date du début de la charge	2018-10-17
Date de fin de la charge	2018-12-31
Fonctions actuelles	Secrétaire, Chief Financial Officer
Adresse	4980 Jean-Talon Ouest Montréal Québec H4P1W9 Canada

#### Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

#### 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

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
<b>0005 - Slawner Ortho</b> <b>(Établissement principal)</b>	4980 Jean-Talon Ouest Montréal Québec H4P1W9 Canada	Industries des appareils orthopédiques (3915)
0007 - Slawner Ortho	230 boul. Brisebois Châteauguay (Québec) J6K0J6 Canada	Industries des appareils orthopédiques (3915)
0006 - Slawner Ortho	5949 rue Bélanger Saint-Léonard Québec H1T1G8 Canada	Industries des appareils orthopédiques (3915)
0002 - Slawner Ortho	5767 Légaré Pavillion K Montréal Québec H3T1E4 Canada	Industries des appareils orthopédiques (3915)
0001 - Slawner Ortho	160-5320 Boul. St. Laurent Saint-Catherine Québec J5C1A7 Canada	Industries des appareils orthopédiques (3915)

#### 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	2019-01-21
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2019-01-10
Déclaration de mise à jour de correction	2018-10-31
Déclaration de mise à jour courante	2018-10-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2018-08-23
Déclaration de mise à jour courante	2018-02-12
Déclaration de mise à jour courante	2017-10-27
Déclaration de mise à jour courante	2016-10-18
Déclaration initiale	2016-10-11
Certificat de fusion	2016-09-01

**Index des noms**

Date de mise à jour de l'index des noms	2017-10-27
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**Nom**

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
J. SLAWNER LTÉE		2016-09-01		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
Slawner Ortho		2017-10-27		En vigueur



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**500-11-056046-192**

**EXHIBIT P-2**



Industry Canada

Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant  
des faillites Canada

District of Québec  
 Division No. 01 - Montreal  
 Court No. 500-11-056046-192  
 Estate No. 41-2476571

In the Matter of the Notice of Intention to make a  
 proposal of:

**J. SLAWNER LTÉE**  
 Insolvent Person

**MNP LTD / MNP LTÉE**  
 Licensed Insolvency Trustee

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Date of the Notice of Intention: February 19, 2019

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

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Date: February 20, 2019, 08:49

E-File/Dépôt Electronique

Official Receiver

Sun Life Building, 1155 Metcalfe Street, Suite 950, Montréal, Québec, Canada, H3B2V6, (877)376-9902

**Canada**



District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	9059-5398 QUEBEC INC	5300, boul. St-Laurent, Suite 100 Ville de Saint-Catherine QC J5C 1A7	746.16	0.00	746.16
2	9155-4956 Quebec Inc	2377, rue Principale Ouest Magog QC J1X 0J4	3,832.48	0.00	3,832.48
3	9230-7867 QUEBEC INC	7015, boul. Gouin Est Montreal QC H1E 5N2	919.80	0.00	919.80
4	ABE COHEN INC.	8145-B ch. Devonshire Montreal QC H4P 2K6	87.21	0.00	87.21
5	ACTION O & P	310, av. Liberté Candiac QC J5R 6X1	30,653.57	0.00	30,653.57
6	ACTION PRODUCTS INC.	954, Sweeny Drive Hagerstown MD 21740 USA	1,194.37	0.00	1,194.37
7	ADMACO BUSINESS MACHINES LTD	5525, rue Pare Montreal QC H4P 1P7	3,042.93	0.00	3,042.93
8	Agence du revenu du Québec Attn: Direction régionale du recouvrement	Secteur R23CPF - 3ième étage 1600 Rene-Lévesque Ouest Montréal QC H3H 2V2	0.00	0.00	0.00
9	ALLEGRA O/B/ 1215553 ONTARIO LTD	255, York Boulevard Hamilton ON L8R 1Y7	167.61	0.00	167.61
10	ALMEDIC (1975) LTEE	4900, boul. Côte-Vertu Montreal QC H4S 1J9	23.28	0.00	23.28
11	AMG MEDICAL INC.	8505, ch. Dalton Montreal QC H4T 1V5	816.61	0.00	816.61
12	ANDREE ANNE FORTIN	860A, Marie-Anne Est Montreal QC H2J 2A9	1,901.59	0.00	1,901.59
13	ARC - Taxe - Québec	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	0.00	0.00	0.00
14	BELL CANADA	Case Postale 8713, Succ. Centre-Ville Montreal QC H3C 4L6	128.60	0.00	128.60
15	BEST BUY MEDICAL SUPPLIES INC	507, Main St Shediac NB E4P 2C4	572.26	0.00	572.26
16	BILODEAU ALAIN	UNKNOWN ***	90.49	0.00	90.49
17	BIONESS	25103, Rye Canyon Loop Valencia CA 91355 USA	171.50	0.00	171.50
18	BI-OP INC	30, ch. du Golf Ouest Saint-Charles-Borromée QC J6E 8X6	2,505.00	0.00	2,505.00
19	BLONDO CANADA SML ACQUISITION CORP	2328, rue Cohen Ville-St-Laurent QC H4R 2N8	6,490.57	0.00	6,490.57
20	BOUTHILLETTE JULIE	UNKNOWN ***	1,137.92	0.00	1,137.92
21	BSN MEDICAL INC.	4455, Autoroute Laval O. Suite 255 Laval QC H7P 4W6	4,951.85	0.00	4,951.85
22	CAFE GRAN SASSO	4830, boul. Côte-Vertu Ouest Ville-St-Laurent QC H4S 1J9	400.97	0.00	400.97
23	CANADA POST CORPORATION	2701, Prom. Riverside #E680 A Ottawa ON K1A 1L7	80.79	0.00	80.79

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 76 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	CANADIAN HOSPITAL SPECIALTIES	2810, Coventry Rd Oakville ON L6H 6R1	212.84	0.00	212.84
25	CANSEW INC	111, Chabanel Ouest Montreal QC H2N 1C9	239.27	0.00	239.27
26	CASCADE	P.O Box 203606 Dallas TX 75320-3606 USA	6,071.18	0.00	6,071.18
27	CENTRE WEST COMMUNITY HEALTH CORPORATION	2100, av. Marlowe Montreal QC H4A 3L5	471.40	0.00	471.40
28	CHAUSSURES PORTOFINO	840, Colombière Est Québec QC G1J 1E3	4,038.46	0.00	4,038.46
29	COLLINS CHAUSSURES ET VETEMENT	444, av. de Lasalle Montreal QC H1V 2J1	466.75	0.00	466.75
30	CONTINENT GLOBE CORP.	3190, rue F.X. Tessier Vaudreuil-Dorion QC J7V 5V5	30,270.75	0.00	30,270.75
31	CORE PRODUCTS INTERNATIONAL	808, Prospect Ave. Osceola WI 54020 USA	347.14	0.00	347.14
32	DEEP CREEK PRECISION MFG.	15285, Conc. 8-9 Crysler ON K0A 1R0	1,684.20	0.00	1,684.20
33	Dell Financial Services Canada Ltd.	501 - 155 Gordon Baker Road North York ON M2H 3N5	269.90	0.00	269.90
34	DJO CANADA INC	6485, Kennedy Rd Mississauga ON L5T 2W4	41,772.41	0.00	41,772.41
35	DRIVE MEDICAL	P.O Box 15873, Station A, Lock Box 15873, Toronto ON M5W 1C1	17,558.75	0.00	17,558.75
36	EMBALLAGE KAUFMAN INC	9190, Charles de Latour Montreal QC H4N1M2	316.50	0.00	316.50
37	EQUIPEMENT DELISLE INC.	9395, boul. St-Laurent Montreal QC H2N 1P6	50.25	0.00	50.25
38	EQUIPEMENTS CONFORTECK INC	2075, rue Sigouin Drummondville QC J2C 6P8	165.41	0.00	165.41
39	EXTINCTEUR INTER-CITE	3173, rue Hochelaga Montreal QC H1W 1G4	163.26	0.00	163.26
40	EZSELECTION.CA	61, Telson Rd, Unit 2 Markham ON L3R 1E4	344.70	0.00	344.70
41	FEDERAL EXPRESS CANADA LTD.	P.O Box 4626, Toronto STN A Toronto ON M5W 5B4	58.24	0.00	58.24
42	FEMBRACE CANADA	179, Carre Andre-Ouellet Boisbriand QC J4E 4H4	117.27	0.00	117.27
43	FIBERLINKS TEXTILES INC	195, boul. Brunswick Pointe-Claire QC H9R 4Z1	1,419.93	0.00	1,419.93
44	FOURNITURES DE BUREAU DENIS	2990, boul. Le Corbusier Laval QC H7L 3M2	11,983.43	0.00	11,983.43
45	G.O. MEDICAL	1042, rue de Parfondeval Boucherville QC J4B 6C2	319.97	0.00	319.97
46	GALIEN	2017, rue Cunard Laval QC H7S 2N1	27,797.72	0.00	27,797.72
47	GLOBAL UPHOLSTERY	560, Supertest Rd, P-CT#2 Downsview ON M3J 2M6	41.84	0.00	41.84

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	GO ENVIRONNEMENT	C.P.: 65024, Succ. Aux 4 Coins Rosemère QC J7A 4P1	2,108.94	0.00	2,108.94
49	GRAVITE	215, boul. Jean-Leman 215 Candiac QC J5R 6Z8	5,304.96	0.00	5,304.96
50	HARVY SURGICAL SUPPLY CORP.	34-35 Collins Place Flushing NY 11354-2790 USA	393.64	0.00	393.64
51	HEALTHCRAFT PRODUCTS INC	2790, Fenton Rd Ottawa ON K1T 3T7	1,633.80	0.00	1,633.80
52	HOMEDICS GROUP CANADA CO.	6460, Kennedy Road, Unit 6 Toronto ON L5T 2X4	1,971.71	0.00	1,971.71
53	Hydro-Québec Attn: Service de Recouvrement	3ème étage 140 boul Crémazie O Montréal QC H2P 1C3	690.96	0.00	690.96
54	ICER'S INC	135, Melissa St. Unit 1 Fredericton NB E3A 6V9	345.06	0.00	345.06
55	INDIGO PARC CANADA INC	230, boul. Brisebois, #501 Châteauguay QC J6K 0J6	814.80	0.00	814.80
56	INVACARE CANADA LP	570, Matheson Blvd East Mississauga ON L4Z 4G4	1,363.16	0.00	1,363.16
57	IP4B	9600, boul. du Golf Montreal QC H1J 2Y7	531.59	0.00	531.59
58	JANECO	5436, av. Royalmount Montreal QC H4P 1H7	5,941.35	0.00	5,941.35
59	JARELL	4810, rue Jean-Talon O, #210 Montreal QC H4P 2N5	136,972.49	0.00	136,972.49
60	JOLICOEUR LOCATION D'UNIFORMES	4132, rue Parthenais Montreal QC H2K 3T9	2,192.39	0.00	2,192.39
61	Jose Cardoso	4980 Jean-Talon Ouest Montreal / H4P 1W9	38,141.08	0.00	38,141.08
62	JUZO CANADA	1100 Burloak Dr, Suite 300 Burlington ON L7L 6B2	2,334.14	0.00	2,334.14
63	LALLIER GUYLAINE	9301, av. Bretonvilliers Montreal QC H2M 2A9	392.43	0.00	392.43
64	LANDIS INTERNATIONAL INC.,	800, rue Rossiter Saint-Jean-sur-Richelieu QC J3B 8J1	816.75	0.00	816.75
65	LATROUS ANIS	410, av. Copernic Laval QC H7N 2E1	4,599.00	0.00	4,599.00
66	LES AGENCES DIRABEC INC.	8023, rue Alfred Ville d'Anjou QC H1J 1J3	166.02	0.00	166.02
67	LES ENTREPRISES HED ROSSI LTEE	1000, Marlboro Dr, Suite101 Mont-Royal QC H4P 1C1	1,600.90	0.00	1,600.90
68	LES INSTALLATION BYE INC.	60 St-Joseph Blvd Lachine QC	2,874.39	0.00	2,874.39
69	LES VERRIERES DU GOLF	UNKNOWN ---	60.00	0.00	60.00
70	LEVY PILOTTE	5250, boul Decarie, Suite 700 Montreal QC H3X 3Z6	5,674.02	0.00	5,674.02

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
71	LYMPHEDEMA ASSOCIATION OF QUEBEC	6565, Saint-Hubert Street Montreal QC H2S 2M5	1,150.00	0.00	1,150.00
72	M.J. MARKELL SHOE CO.INC.	P.O. Box 246, 504 Saw Mill Rd Yonkers NY 10702-0246 USA	99.34	0.00	99.34
73	MCARTHUR MEDICAL SALES INC.	1846, 5th Concession Rd W., P.O BOX 7 Rockton ON L0R 1X0	197.93	0.00	197.93
74	Medic Holding Corp. (bankrupt)	c/o: The Fuller Landau Group Inc. (Trustee) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4	85,224.00	0.00	85,224.00
75	MOORE PEARSALL LEATHERS INC.	4110, blvd. Thimens St-Laurent QC H4R 2B9	2,309.13	0.00	2,309.13
76	MYRDAL ORTHOPEDIC TECHNOLOGIES	837, Sargent Ave. Winnipeg MB R3E 0C1	2,368.28	0.00	2,368.28
77	NATIONAL SHOE SPECIALTIES LTD	3015, Kennedy Rd, #17 Scarborough ON M1V 1E7	2,725.89	0.00	2,725.89
78	NORSK FITNESS INC.	2100, rue Saint-Patrick Montreal QC H3K 1B2	366.94	0.00	366.94
79	NORTH SAFETY PRODUCTS LTD	P.O. Box 11396, Station Centre Ville Montreal QC H3C 5H1	1,178.51	0.00	1,178.51
80	ONTARIO ORTHOTIC LAB (Receivership)	c/o: The Fuller Landau Group Inc. 151, Bloor Street West, 12th Floor Toronto ON M5S 1S4	827,486.99	0.00	827,486.99
81	ORMIHL DANET	187, rue Leon Blum, BP 1019-69613 Villeurbanne Cedex 82020-6420 France	462.68	0.00	462.68
82	ORTEX CANADA INC.	4448, boul. Grande-Allée Boisbriand QC J7H 1R9	2,127.05	0.00	2,127.05
83	ORTHO ACTIVE APPLIANCES LTD	103-250 Schoolhouse St. Coquitlam BC V3K 6V7	937.59	0.00	937.59
84	ORTHO CANADA	1-170, rue Bombardier Gatineau QC J8R 0G5	687.37	0.00	687.37
85	ORTO-PED	373, McCaffrey St Saint-Laurent QC H4T 1Z7	6,887.93	0.00	6,887.93
86	OSSUR CANADA INC.	P.O Box 56277, Station A Toronto ON M5W 4L1	21,364.05	0.00	21,364.05
87	OTTO BOCK HEALTHCARE CANADA	5470, Harvester Rd Burlington ON L7L 5N5	15,231.21	0.00	15,231.21
88	P. W. MINOR AND SON INC	C/O T46295, P.O Box 46295 Postal Station A Toronto ON M5W 4K9	432.49	0.00	432.49
89	PAJAR PRODUCTION LTEE	4509, av. Coloniale Montreal QC H2T 1V8	14,875.39	0.00	14,875.39
90	PARSONS A.D.L. INC	1986, Side Road 15 Tottenham ON L0G 1W0	1,823.05	0.00	1,823.05
91	PAUL JOHNSON	1266, rue McGill Longueuil QC J4J 3L4	592.34	0.00	592.34
92	PED-A-LIGNE	18, rue J.F. Kennedy, Suite 5 St-Jerôme QC J7Y 4B6	121.60	0.00	121.60
93	PELLANCO LTEE	15350, rue Notre-Dame Est Montreal QC H1A 1W6	1,438.29	0.00	1,438.29

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
94	PEPIN MANUFACTURING INC	1875, Highway 61 South Lake City MN 55041 USA	372.17	0.00	372.17
95	PERFORMANCE HEALTH CANADA INC	6675, Millcreek D, Unit 3 Mississauga ON L5N 5M4	1,378.19	0.00	1,378.19
96	PERMOBIL	2221, 46e Avenue Lachine QC H8T 3C9	417.60	0.00	417.60
97	PETRO-CANADA INC.	P.O Box 8500 Don Mills ON M3C 3B2	672.08	0.00	672.08
98	PITNEY BOWES	P.O Box 278 Orangeville ON L9W 2Z7	1,564.69	0.00	1,564.69
99	PITNEY WORKS	P.O Box 280 Orangeville ON L9W 2Z7	1,570.35	0.00	1,570.35
100	PIZZA PITA	6415, Decarie Blvd. Montreal QC H3W 3E1	374.40	0.00	374.40
101	POULIOT LABORATOIRE D'ORTHESES	2815, ch. des Quatre Bourgeois Quebec QC G1X 1V8	10,093.68	0.00	10,093.68
102	Premier Footworks Inc. (Receivership)	c/o: The Fuller Landau Group Inc. (Receiver) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4	94,318.00	0.00	94,318.00
103	PRESTIGE MEDICAL	8600, Wilbur avenue Northridge CA 91324 USA	272.81	0.00	272.81
104	PRO AIDE MEDIC INC	11, ch. de L'Etang Lac Beauport QC G3B 2G8	1,156.63	0.00	1,156.63
105	PRO-COEUR MEMPHREMAGOG	33, St-Patrice Est Magog QC J1X 5B7	829.15	0.00	829.15
106	PROFESSIONNAL ORTHOPEDIC PROD	5735, rue Ferrier Montreal QC H4P 1N3	270.16	0.00	270.16
107	PROMENAIID SYSTEMS	53, Curson St. Montreal-West QC H4X 1H7	226.81	0.00	226.81
108	PROPET CANADA INC	P.O Box 423, 105, Strowger blvd. Brockville ON K6V 5V6	4,015.47	0.00	4,015.47
109	PRUD HOMME	46, boul. de Maple Grove Beauharnois QC J6N 1K3	29.32	0.00	29.32
110	PUROLATOR INC.	P.O Box 4800 Stn Main Concord ON L4K 0K1	516.13	0.00	516.13
111	QUINCAILLERIE COTE DES NEIGES	5605, ch. de la Côte-des-Neiges Montreal QC H3T 1Y8	376.15	0.00	376.15
112	REMINGTON MEDICAL EQUIPMENT	401, Bentley St, Suite 8A&9 Markham ON L3R 9T2	553.40	0.00	553.40
113	REPRO S	6272, rue Briand Montreal QC H4E 3K9	1,093.41	0.00	1,093.41
114	RESTORATIVE CARE OF AMERICA	12221 33rd Street North St.Petersburg FL 33716 USA	20,738.21	0.00	20,738.21
115	ROGERS AT&T	C.P. 3100 Ville-St-Laurent QC H4L 5J8	309.73	0.00	309.73
116	Roynat - Québec Attn: Huguette Lavoie Photocopier	970 - 100 boul Alexis-Nihon Saint-laurent QC H4M 2P5	1,040.37	0.00	1,040.37

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
117	SAVANNA TECHNOLOGIES	128, rue Murray Montreal QC H3C 2C6	539.98	0.00	539.98
118	SELECTCOM TELECOM	5310, rue Jean-Talon Est Montreal QC H1S 1L3	82.79	0.00	82.79
119	SERUM INTERNATIONAL INC.	4400, Autoroute Chomedey Laval QC H7R 6E9	1,235.41	0.00	1,235.41
120	SERVICORP	8600, boul. Decarie, Suite10 Mont-Royal QC H4P 2N2	2,126.98	0.00	2,126.98
121	SIGVARIS CORP.	8423, Chemin Dalton Montréal QC H4T 1V5	11,623.73	0.00	11,623.73
122	SIMS MEDICAL CORP	30 Innovator Avenue, Unit # 6 Stouffville ON L4A 0Y2	159.29	0.00	159.29
123	SKY MEDICAL INC	5229 NW 108th Ave. Sunrise FL 33351 USA	1,546.35	0.00	1,546.35
124	Spector & Co Attn: Sylvia Urban	5700 Kieran Road Saint-laurent QC H4S 2B5	980.22	0.00	980.22
125	SPECTOR & CO.,	5700, Kieran Road Saint-Laurent QC H4S 2B5	980.22	0.00	980.22
126	STANDER INC.	1615 Quail Way Longan UT 84321 USA	449.44	0.00	449.44
127	Stanley Sécurité	2800, Avenue St-Jean-Baptiste, #170 Québec QC G2E6J5	2,920.97	0.00	2,920.97
128	STAPLES ADVANTAGE	P.O Box 11714, Succursale Centre Ville Montreal QC H3C 6M6	1,879.50	0.00	1,879.50
129	SURFACE XP	77, rue Hebert Salaberry-de-Valleyfield QC J6S 2R6	4,300.13	0.00	4,300.13
130	SYSTEMES D'ENTREE ASSA ABLOY CANADA INC	P.O Box 562791 Station A Toronto QC M5W 4L1	220.75	0.00	220.75
131	T.T. GROUP LIMITED	P.O Box 580 Lamberth Station London ON N6P1R5	4,258.04	0.00	4,258.04
132	TAB	136, Sparks Avenue Willowdale ON M2H 2S4	1,021.73	0.00	1,021.73
133	TELEPHONIE CTM	147, rue Callières Longueuil QC J4L 1K4	839.32	0.00	839.32
134	Telus Québec	Département R0622 6 rue Jules-A.-Brillant Rimouski QC G5L 7E4	2,729.85	0.00	2,729.85
135	THE ROCKPORT GROUP	Lock Box TH1246C P.O Box 4290 Toronto ON L5W 0E1 USA	14,800.04	0.00	14,800.04
136	THE SUBURBAN	7575, Trans-Canada Highway, #105 Saint-Laurent QC H4T 1V6	1,063.52	0.00	1,063.52
137	TRANSGLOBAL ORTHOPEDICS, LLC	5735, rue Ferrier Montreal QC H4P 1N3	100.67	0.00	100.67
138	TRIMETRIX	771, boul. Industriel Blainville QC J7C 3V3	5,784.34	0.00	5,784.34
139	TRIUMPH MOBILITY	151, Bentley Ave, Unit 4 Nepean ON K2E 6T7	3,345.27	0.00	3,345.27
140	TRULIFE	P.O. Box 495, 39 East Davis St. Trenton ON K8V 5R6	3,373.41	0.00	3,373.41

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
141	UNITED MEDIC INTERNATIONAL LTD	475, rue Plourde Laval QC H7H 2W2	87,896.36	0.00	87,896.36
142	UNITED PARCEL SERVICE (CANADA)	P.O Box 4900 Station A Toronto ON M5W 0A7	38.88	0.00	38.88
143	UPS (BROKERAGE ACCOUNT)	P.O Box 4900, Station A Toronto ON M5W 0A7	465.52	0.00	465.52
144	VAILLANCOURT J. CORP.LTD.	597, rue Duvernay Verchères QC J0L 2R0	15,056.90	0.00	15,056.90
145	VILLE DE MONTREAL - FINANCES Attn: Chantal El-Roumy	630 boul. Rene-Levesque Ouest - 1er etage Montréal QC H3B 1S6	361.18	0.00	361.18
146	WALK EASY INC	30 N Congress Ave., Suite 204 Delray Beach FL 33445 USA	97.00	0.00	97.00
147	WBC INDUSTRIES INC	625, Cental Avenue Westfield NJ 07090 USA	54.27	0.00	54.27
148	WEB TEX INC	5425, Casgrain, Suite 300 Montreal QC H2T 1X6	1,035.42	0.00	1,035.42
149	WHITE CROSS	9600, rue Meilleur #950 Montreal QC H2N 2E3	105.67	0.00	105.67
<b>Total:</b>			<b>1,726,770.82</b>	<b>0.00</b>	<b>1,726,770.82</b>

19-Feb-2019

Date

Wayne Cockburn

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 78 -- Continued

List "B"  
 Secured Creditors

J. SLAWNER LTÉE

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Gaz Métro Plus sec Chaudière	1250, rue Nobel, #250 Boucherville QC J4B 5H1	1.00			0.00		1.00
2	Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto) Attn: Jennifer Kyle	800-40 Sheppard Ave W North York ON M2N 6K9	1.00			0.00		1.00
3	RBC Royal Bank c/o BankruptcyHighway.com Attn: Razel Bowen 2012 Ford T-Connect	PO Box 57100 Etobicoke ON M8Y 3Y2	1.00			0.00		1.00
4	Roynat - Québec Attn: Huguette Lavoie Photocopier	970 - 100 boul Alexis-Nihon Saint-laurent QC H4M 2P5	1.00			0.00		1.00
<b>Total:</b>			<b>4.00</b>			<b>0.00</b>	<b>0.00</b>	<b>4.00</b>

19-Feb-2019

Date

Wayne Cockburn



District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

FORM 76 -- Continued

List "C"  
 Preferred Creditors for Wages, Rent, etc.

J. SLAWNER LTÉE

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	9216-0704 QUEBEC INC	230, boul. Brisebois, Suite 501 Châteauguay QC J6K 0G6	Rent	-	31,820.86	0.00	31,820.86
2	ADLEXCO MANAGEMENT LTD (JEAN TALON)	5000, Jean-Talon West, Suite 200 Montreal QC H4P 1W9	Rent	-	31,804.46	0.00	31,804.46
3	CTRE READ. MEDECINE SPORTIVE	185, St-Jean-Baptiste #400 Châteauguay QC J6K 3B4	Rent	-	6,381.12	0.00	6,381.12
4	IMMEUBLES MARCHE ST LEONARD INC.	4120, rue Saint-Catherine O. 5ieme Étage Westmount QC H3Z 1P4	Rent	-	2,331.28	0.00	2,331.28
5	JEWISH GENERAL HOSPITAL AUXILIARY	3755, Côte Saint-Catherine Rd Montreal QC H3T 1E2	Rent	-	10,060.29	0.00	10,060.29
<b>Total:</b>					<b>82,398.01</b>	<b>0.00</b>	<b>82,398.01</b>

19-Feb-2019

Date

Wayne Cockburn

**500-11-056046-192**

**EXHIBIT P-3  
(Under Seal)**

**500-11-056046-192**

**EXHIBIT P-4**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche      Nom d'organisme : J. Slawner Ltée

## Résultats exacts (2)

Nom	Code postal	Nombre de fiches détaillées
<b>E</b> J SLAWNER LTEE	H3S 1Y7	6
<b>Fiche</b>	<b>Inscription</b>	<b>Date</b> <b>h:min</b>
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 17-0328067-0007	2017-04-11 09:00
002	DROITS RÉSULTANT D'UN BAIL 15-1125329-0001	2015-11-19 09:00
003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 15-0922017-0002	2015-09-22 14:49
	RÉDUCTION JUDICIAIRE 18-0385031-0001	2018-04-18 09:00
	Assignment of a universality of claims and rights 16-1018892-0001	2016-10-18 10:36
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07 09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26 09:00
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0731414-0001	2013-08-20 12:14
005	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 13-0605223-0008	2013-07-12 11:25
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07 09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26 09:00
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0543340-0001	2013-06-25 10:30
<b>E</b> J SLAWNER LTEE	J6K 0H5	1
<b>Fiche</b>	<b>Inscription</b>	<b>Date</b> <b>h:min</b>
001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 14-1014962-0003	2014-10-30 09:00
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07 09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26 09:00



Date, heure, minute de certification : **2019-02-14 15:00**

**Critère de recherche**                      Nom d'organisme : **J. Slawner Ltée**

**Nom présentant des similarités (0)**

Aucune fiche nominative n'est établie au registre sous un nom présentant des similarités avec le nom consulté. La recherche peut ne pas être exhaustive.

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme :

J SLAWNER LTEE

Code Postal :

H3S1Y7

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 17-0328067-0007	2017-04-11	09:00
002	DROITS RÉSULTANT D'UN BAIL 15-1125329-0001	2015-11-19	09:00
003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 15-0922017-0002	2015-09-22	14:49
	RÉDUCTION JUDICIAIRE 18-0385031-0001	2018-04-18	09:00
	Assignment of a universality of claims and rights 16-1018892-0001	2016-10-18	10:36
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07	09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26	09:00
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0731414-0001	2013-08-20	12:14
005	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 13-0605223-0008	2013-07-12	11:25
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07	09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26	09:00
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0543340-0001	2013-06-25	10:30

**500-11-056046-192**

**EXHIBIT P-4 / TAB 1**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : H3S1Y7

**Fiche 001 - Détail de l'inscription 1 (de 1)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-0328067-0007	2017-04-11 09:00	2027-04-10
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

9216-0704 QUÉBEC INC.  
230, boul. Brisebois, suite 501, Châteauguay (Québec) J6K 0J6

**Constituant**

J. SLAWNER LTÉE  
5713, Chemin de la Côte-des-Neiges (Québec) H3S 1Y7

**BIENS**

Le Constituant hypothèque par les présentes en faveur du Titulaire, avec effet à compter de ce jour, l'universalité de tous les biens, droits, titres, intérêts et biens meubles corporels, présents et à venir du Constituant, situés dans les Lieux Loués et inclus dans les universalités suivantes :

- (i) l'universalité de toutes les améliorations mobilières, équipements, machineries, biens meubles et accessoires commerciaux de quelque nature que ce soit, présents et futurs situés dans ou sur les Lieux Loués ou utilisés directement ou indirectement relativement à l'entreprise du Constituant conduite dans les Lieux Loués, y compris toutes les indemnités ou produits d'assurance payés en vertu de contrats d'assurance ou de polices se rapportant à ces biens ou les couvrant; et
- (ii) l'universalité de tous les biens en stock, matières premières, travaux en cours et inventaires, présents et futurs, situés dans ou sur les Lieux Loués ou utilisés directement ou indirectement relativement à l'entreprise du Constituant conduite dans les Lieux Loués, y compris toutes les indemnités ou produits versés en vertu de contrats d'assurance ou de polices se rapportant à ces biens ou les couvrant.

**MENTIONS**

**Somme de l'hypothèque**

cent quarante-trois mille huit dollars et trente-deux cents (143 008,32 \$) et l'intérêt au taux d'intérêt annuel de vingt-cinq pour cent (25%), calculé semestriellement, non à l'avance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2016-07-08  
Lieu : Châteauguay

**AVIS D'ADRESSE**

N° 056759



**500-11-056046-192**

**EXHIBIT P-4 / TAB 2**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTEE Code Postal : H3S1Y7

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-1125329-0001	2015-11-19 09:00	2020-11-05
DROITS RÉSULTANT D'UN BAIL		

**PARTIES**

**Locateur**

GAZ MÉTRO PLUS SEC  
250-1250 RUE NOBEL, BOUCHERVILLE QC

J4B 5H1

**Locataire**

J SLAWNER LTEE  
5715 CH DE LA COTE-DES-NEIGES, MONTREAL QC

H3S 1Y7

**BIENS**

LOCATION CHAUDIERE 3E GEN.NAT 210000 BTU, LOCHINVAR MODÈLE KBN211  
# SÉRIE B15H10331721;  
LOCATION RESERVOIR D'EXPANSION, MODÈLE SX40V

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2015-11-05  
Lieu : MONTREAL

**500-11-056046-192**

**EXHIBIT P-4 / TAB 3**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 003 - Détail de l'inscription 1 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0922017-0002	2015-09-22 14:49	2022-09-22
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

**PARTIES**

**Crédit-bailleur**

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Crédit-preneur**

J. SLAWNER LTÉE

5713 COTE DES NEIGES, MONTREAL, QC

H3S 1Y7

**BIENS**

(1) COPIEUR KONICA MINOLTA BIZHUB C364E N/S 11024550 (1) COPIEUR KONICA MINOLTA BIZHUB 364E N/S 11012524 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2015-09-22

Lieu : PROVINCE DE QUEBEC

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
16-0491352-0001	2016-05-26 09:00
CESSION D'UN DROIT	
16-1018892-0001	2016-10-18 10:36
Assignment of a universality of claims and rights	

**500-11-056046-192**

**EXHIBIT P-4 / TAB 3 / A**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. SLAWNER Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 003 - Détail de l'inscription 2 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
18-0385031-0001	2018-04-18 09:00

RÉDUCTION JUDICIAIRE DES INSCRIPTIONS :

09-0382718-0001  
11-0428760-0001  
14-0456112-0001  
10-0331815-0001  
11-0854189-0004  
11-0885510-0003  
16-0519260-0036  
16-1018892-0001

SUR LES BIENS SUIVANTS:

All assets of Concept Gourmet du Village Inc., including, without limitation, the assets described below :

Account Receivable

- all accounts receivable with third parties of whatsoever nature, kind or description (the "Accounts Receivable") including, without limiting the generality, of the foregoing all accounts receivables of Gourmet du Village (USA) Inc., which have been assigned to Concept Gourmet du Village Inc. in accordance with this Order;

Inventory

- all inventories, finished goods, goods-in-transit, work-in-progress, raw materials, operating supplies, shipping supplies, maintenance items and advertising materials, in each case on hand, in transit, ordered but not delivered, warehoused or wherever situated;

Capital assets

- all machinery, spare parts, tools, test equipment, computers, furniture and leasehold improvements;

Other assets

- all prepaid expenses incurred in the ordinary course of business;

- copies books and records, files and documentation, in whatever form;

- all written and oral contracts, agreements, commitments and orders in favour of the Concept Gourmet du Village Inc., except for real property leases, insurance policies, and such other agreements which do not have a material impact on the Business;

- the list of all customers and suppliers;

- all of the goodwill in any form; and
- all intellectual property rights of any form or nature, including, without limitation, trademarks, trade dress, trade names, telephone numbers, domain names and web sites related to Concept Gourmet du Village Inc. and/or the Business. For greater certainty, such trademarks shall include the following: "Snowman Poop", "Gourmet du Village", "Reindeer Noses" and "Naughty or Nice".

The Purchased Assets shall not include:

- Cash and Cash Equivalents: All cash on hand, cash equivalents and bank deposits (other than prepaid expenses and Accounts Receivable);
- Amounts owed by the Tax authorities: All amounts that may be due to the Debtor from Canada Revenue Agency, Revenu Québec or any other tax authority;
- Equity: any shares or other equity or debt securities or other interest in any Person;
- All immovable property, if any.

Le constituant désigné dans la réquisition d'inscription est :

3522920 Canada inc.

**500-11-056046-192**

**EXHIBIT P-4 / TAB 3 / B**





Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 003 - Détail de l'inscription 3 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-1018892-0001	2016-10-18 10:36
Assignment of a universality of claims and rights	

#### PARTIES

##### Assignor

MERIDIAN ONECAP CREDIT CORP.  
3300 Bloor Street West, Suite 2700, Toronto, Ontario M8X 2X3

##### Assignee

MERIDIAN ONECAP LIMITED PARTNERSHIP  
3300 Bloor Street West, Suite 2700, Toronto, Ontario M8X 2X3

#### BIENS

Meridian Onecap Credit Corp. (the "Seller") has sold, assigned, transferred and conveyed to Meridian Onecap Limited Partnership (the "Limited Partnership") all of its rights, title and interest, on October 14, 2016 (the "Transaction Date"), in and to the universality of all present and future claims and receivables arising under all Leases and Loans, the obligations in respect of which are owing by any Quebec Obligor, which Leases and Loans are owned by the Seller on the Transaction Date and were originated between December 1, 2009 and September 27, 2016 save and except for the Leases and Loans listed below under the heading "List of excluded Leases and Loans", together with all Related Rights and Equipment related thereto (collectively, the "Quebec Assets").

#### Definitions:

"Affiliate" means, in respect of any Person, any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For the purposes of this definition, a Person will be deemed to be "controlled by" another Person if such other Person possesses directly, or indirectly, power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Cut-Off Date" means September 30, 2016.

"Equipment" means the equipment or other personal property forming the subject matter of a Loan or a Lease, and includes all replacements, substitutions and additions of or to such equipment or other personal property and all parts, attachments and accessories attached thereto.

"ETA" means Part IX of the Excise Tax Act (Canada).

"GST" means (a) all goods and services tax payable under the ETA, (b) all harmonized sales tax payable under the ETA in any province of Canada, and (c) all QST payable under the QSTA.

"Insurance Policies" means any residual value, comprehensive,

collision, fire, theft, liability (including public liability and product liability), loss or physical damage, all-risk property coverage, credit or other insurance policies, and all rights thereunder, which are maintained by the Seller, any Obligor or any of their respective Affiliates, in each case, to the extent such policy or program covers or applies to any Purchased Interests or the ability of any related Obligor to make any required payment under any such Obligation or with respect to any Related Property, and any contingent or excess liability insurance policy or program maintained by or on behalf of the Seller with respect thereto.

"Lease" means a written lease or leasing agreement (or, as the context requires, the lease or leasing evidenced by any such agreement) between a Lessor and any other Person, as lessee, providing for the leasing by the Lessor of Equipment to such other Person and, in the case of a Master Lease Agreement, consisting of an acknowledgement, lease schedule, supplement or new unit notice delivered by such other Person under such Master Lease Agreement pursuant to which such other Person is required to pay rent in the amount and on the terms set out in such acknowledgement, lease schedule, supplement or new unit notice and subject to the related terms of such Master Lease Agreement.

"Lender" means, in respect of a Loan, the lender under the Loan, and includes the seller under a Loan that is a conditional sale contract and any assignee of such lender or seller, as the case may be.

"Lessee" means, in respect of a Lease, the lessee under the Lease.

"Lessor" means, in respect of a Lease, the lessor under the Lease, and includes any assignee of such lessor.

"Loan" means a written agreement or combination of agreements or portions thereof evidencing indebtedness of a Person to a Lender secured by Equipment, and includes a conditional sale contract, or, as the context requires, the loan or conditional sale evidenced by any such agreement or contract.

"Master Lease Agreement" means a master lease agreement between a Lessor and a Lessee under the terms of which individual items of Equipment may be leased from time to time on the terms set out in a related Lease.

"Obligation" means a Lease or a Loan.

"Obligor" means a Person obligated to make payments pursuant to an Obligation, including, where the context permits or requires, any Person obligated to make such payments pursuant to any instrument or agreement referred to in clause (d) of the definition of Related Rights.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, association, unincorporated organization, syndicate, bank, trust, government or any department or agency thereof, or any other entity whether acting as an individual, fiduciary or in any other capacity.

"PST" means all retail sales, use, social services and similar taxes, but excluding any GST.

"Purchased Assets" means, in respect of the Transaction Date, (a) all of the Seller's right, title and interest in and to the related Purchased Loans and the Related Rights with respect thereto, and (b) all of the Seller's beneficial right, title and interest in and to the

Purchased Equipment, together with all of the Seller's right, title and interest in, to and under the related Leases and Related Rights with respect thereto.

"Purchased Equipment" means, in respect of the Transaction Date, the Equipment subject to the Leases described as part of the universality of claims assigned to the Limited Partnership and forming part of the Quebec Assets.

"Purchased Interests" means, in respect of the Transaction Date, (a) the related Purchased Assets, and (b) an amount of cash equal (without duplication) to (i) all payments under any of the Loans or Leases forming part of such Purchased Assets relating to the period from and including the applicable Cut-Off Date until the Transaction Date (but excluding any GST and PST paid in respect of such period), and (ii) all cash proceeds received by the Lender or Lessor during the period from and including such Cut-Off Date until the Transaction Date (other than amounts on account of GST and PST) from or in connection with the related Purchased Assets, including all such cash proceeds received from or in connection with the disposition of the Related Property, the disposition of the related Lease or Purchased Loan or the Related Rights, or from insurance proceeds in respect of such Related Property, less (without duplication) all out of pocket costs and expenses incurred with respect to the enforcement of rights in respect of such Related Property or otherwise incurred in respect of such disposition (including the repossession, storage, repair, maintenance, advertisement, remarketing, insuring, protection and/or refurbishing of such Related Property) or the collection of such insurance proceeds incurred by or on behalf of the Seller, and excluding any amounts required to be paid or remitted to the Obligor or any other Person in accordance with applicable law or the terms of the applicable Loan or Lease.

"Purchased Loan" means, in respect of the Transaction Date, each Loan described as part of the universality of claims assigned to the Limited Partnership and forming part of the Quebec Assets.

"QST" means the Quebec sales tax imposed pursuant to the QSTA.

"QSTA" means An Act respecting the Quebec sales tax (Quebec).

"Quebec Obligor" means an Obligor whose address as indicated in the related Loan or Lease is located in the Province of Quebec or an Obligor in respect of which payments owing under the related Loan or Lease are made to a location or an account located in the Province of Quebec.

"Records" means all contracts, books, records and other documents and information (including computer programs and data processing software) maintained by or on behalf of the Lender or Lessor evidencing or otherwise relating to the Obligations or to Related Property.

"Related Property" means in respect of (a) a Loan, the Equipment constituting the collateral therefor, and (b) a Lease, the Equipment that is the subject matter of such Lease.

"Related Rights" means, in respect of any Obligation or the Related Property, the following:

(a) all rights and benefits of the Seller under such Obligation following the Cut-Off Date, including:

(i) all amounts paid and payable under such Obligation after the

Cut-Off Date (whether on account of rent, instalment payments, reserve for depreciation, interest or management fee and including any GST and PST payable thereunder), but excluding (A) any amounts that indemnify against liability to others, (B) any rent, instalment payments or other amounts (including any GST and PST) payable under such Obligation prior to the Cut-Off Date, and (C) any payments or other amounts (including any GST and PST) specified as being excluded for the period from and including the Cut-Off Date until the Transaction Date in the definition of "Purchased Interests" hereunder;

(ii) all payments made on account of any loss of or damage to such Related Property, excess wear and tear thereon or excess use thereof;

(iii) all prepayments made under such Obligation after the Cut-Off Date, and any prepayment fees or penalties payable in connection therewith;

(iv) all payments owing under such Obligation as a result of the early termination of such Obligation after the Cut-Off Date;

(v) the benefit of all other covenants under such Obligation with respect to such Related Property by the related Obligor, including all indemnities and covenants with respect to maintenance and repair, use and insurance obligations, except to the extent that the same indemnify against liability to others; and

(vi) the right of the Seller to ask for, demand, sue for, collect, receive and enforce any and all such sums payable under such Obligation in respect of such Related Property and to enforce all other covenants, obligations, rights and remedies thereunder with respect thereto, except to the extent that such rights indemnify against liability to others;

(b) all rights of the Seller in or to payments (including both proceeds and premium refunds) under any related Insurance Policies (to the extent the same indemnify for loss or damage to such Related Property), except to the extent that the same indemnify against liability to others;

(c) all claims, demands and actions of, and all damages and indemnities owing to, the Seller with respect to any manufacturers' or sellers' warranties relating to such Related Property, except to the extent that the same indemnify against liability to others;

(d) all guarantees, indemnities (except to the extent that the same indemnify against liability to others), vendor support agreements or arrangements, letters of credit and all other agreements or arrangements of whatsoever character from time to time supporting or securing payment or performance of the related Obligor's obligations in respect of such Obligation, whether pursuant to such Obligation or otherwise;

(e) the security interest of the Seller (including any hypothec, rights under a lease, rights of ownership or any title retention) in such Related Property and in any other assets mortgaged, pledged, assigned or otherwise encumbered by the related Obligor in respect of amounts payable under such Obligation, and all financing statements and similar registrations and notices covering any collateral subject to the aforementioned security interests;

(f) all Records of the Seller pertaining to such Obligation, including the Loan or Lease itself, and the Related Property; and

(g) all proceeds of or relating to the foregoing, including any payment respecting indemnity or compensation for loss of or damage to any of the foregoing.

List of excluded Leases and Loans:

Seller's Account Number

345897  
351739  
357018  
358289  
360365  
368461  
368726  
370818  
375988  
381659  
389561  
304583  
312305  
316660  
317078  
319275  
319321  
321959  
327153  
327461  
328335  
328546  
329379  
330324  
332751  
332766  
332947  
333524  
335984  
336695  
337187  
341034  
341327  
342042  
343834  
344533  
344613  
344983  
346654  
346883  
347372  
347854  
349185  
349331  
349660  
342805  
350053  
350054  
350305  
350927  
( ) 351349  
352405  
352453

352895  
354461  
356258  
356295  
356544  
357893  
357896  
359212  
359561  
359571  
359952  
360053  
361461  
361711  
362399  
362501  
362550  
363155  
363337  
364420  
365169  
365763  
366341  
366506  
366694  
367576  
367887  
367957  
369747  
370414  
370441  
370527  
370622  
370701  
370842  
371474  
371778  
371997  
373094  
374392  
374742  
376752  
378035  
378146  
378756  
379668  
380100  
380529  
380672  
381316  
381978  
382092  
382109  
383954  
384433  
384516  
384847  
385690  
385850  
385972

386633  
386706  
389033  
390844  
390887  
392207  
392777  
393030  
393666  
393799  
394498  
394577  
395725  
397086  
397340  
399995  
356919  
377871  
378152  
382240  
369963  
321323  
328793  
333156  
334591  
344781  
345238  
346989  
350214  
350475  
352868  
355037  
356334  
356817  
358085  
359450  
367311  
367620  
367906  
368060  
368214  
371211  
373186  
374349  
387497  
388578  
389064  
390292  
391830  
394227  
398238  
401608  
406438  
353490  
318429  
335123  
344678  
355283  
362155  
383190

399375  
377399  
318109  
326062  
326517  
327271  
329725  
332044  
332046  
332601  
334474  
335148  
339299  
339793  
342629  
342630  
342632  
342875  
346465  
350293  
353484  
358387  
359324  
361600  
367593  
373012  
373468  
378608  
378899  
383446  
383516  
389601  
390593  
391371  
391831  
392540  
393620  
400779  
401616  
402896  
403431  
406230  
408625  
326325  
334214  
343571  
354419  
359503  
365992  
370849  
392177  
397825  
399472  
309060  
338754  
342666  
348474  
349824  
364589  
371308



371960  
374747  
377909  
382076  
386352  
388289  
389880  
390543  
394361  
394993  
397134  
397408  
398251  
401174  
402754  
405145  
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405840  
407421  
408743  
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409991  
412605  
413039  
413300  
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407039  
409225  
409899  
410286  
411015  
411240  
411551  
411564  
411623  
411696  
411796  
411842  
411899  
411972  
412035  
412043  
412428  
412432  
412499  
412526  
412559  
412598  
412651  
412681  
412725  
412766  
412777  
412778  
412860  
412976  
413015  
413093  
413095  
413109

413213  
413251  
413290  
413389  
413472  
413506  
413512  
413663  
337236  
341892  
343538  
347717  
356290  
357004  
359578  
367759  
379495  
403100  
403134  
403217  
303188  
304440  
304580  
317470  
317678  
317682  
317690  
318409  
318573  
321711  
321737  
322972  
325617  
325752  
325805  
325807  
325825  
325913  
326028  
326030  
326226  
326273  
327308  
327387  
327453  
330083  
342082  
342803  
354422  
355296  
359760  
360124  
360634  
371931  
375446  
378489  
394906  
313274  
337710  
190191

300506  
313743  
314030  
317540  
317951  
318295  
318500  
318900  
319842  
319843  
319969  
320148  
320221  
320641  
320793  
321024  
321163  
321228  
321453  
321739  
322214  
322239  
322342  
322518  
322772  
322943  
323159  
324152  
324437  
324602  
324735  
325043  
325078  
325176  
325204  
325492  
325682  
321057  
332090  
334976  
335111  
336184  
338231  
341006  
341717  
349341  
354011  
357636  
357842  
358679  
359865  
375002  
375436  
384559  
145018  
412051  
412263  
412059  
405667  
346297

337017  
 360198  
 368898  
 370734  
 399255  
 405074  
 405418  
 406013  
 395687  
 327633  
 324166  
 324238  
 367639  
 368845  
 366616  
 366614  
 400907  
 401966

#### MENTIONS

##### Référence à l'inscription visée

\*\*\*\*\*  
 \*  
 \* En raison du nombre élevé d'inscriptions visées,  
 \* leur numéro n'est pas affiché.  
 \*  
 \* Pour obtenir un état de l'inscription ou une copie de la réquisition  
 \* d'inscription, communiquer par téléphone avec le Bureau de la  
 \* publicité des droits personnels et réels mobiliers :  
 \* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou  
 \* 1 800 465-4949 (sans frais).  
 \*  
 \*\*\*\*\*

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
 Date : 2016-10-14  
 Lieu : Toronto

##### Autres mentions :

Meridian Onecap Limited Partnership is a limited partnership  
 constituted in virtue of the laws of the province of Ontario.

The registration numbers referred to under the heading "Référence à  
 l'inscription visée au Registre des droits personnels et réels  
 mobiliers" form part of the Quebec Assets assigned.

Le numéro 14-0390004-0005 est inexistant ou correspond à une inscription  
 radiée ou périmée. Conséquemment, la référence a été supprimée.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
18-0385031-0001	2018-04-18 09:00
RÉDUCTION JUDICIAIRE	

Inscriptions de radiation - Quant à l'inscription visée

\*\*\*\*\*  
 \*  
 \* En raison du nombre élevé d'inscriptions visées, la radiation de ces  
 \* inscriptions ne sera pas affichée dans le champ «Remarques».  
 \*

\* \*  
\* Pour obtenir un état de l'inscription ou une copie de la réquisition \*  
\* d'inscription, communiquer par téléphone avec le Bureau de la \*  
\* publicité des droits personnels et réels mobiliers : \*  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou \*  
\* 1 800 465-4949 (sans frais). \*  
\* \*  
\*\*\*\*\*

**500-11-056046-192**

**EXHIBIT P-4 / TAB 3 / C**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 003 - Détail de l'inscription 4 (de 5)

INSCRIPTION DATE-HEURE-MINUTE  
16-0985318-0001 2016-10-07 09:00  
RECTIFICATION D'UNE INSCRIPTION

**PARTIES**

**Cédant**

ROYNAT INC.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Cessionnaire**

MERIDIAN ONECAP CREDIT CORP.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
14-1047470-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
16-0491352-0001	CESSION D'UN DROIT

**Objet de la rectification :**

Registration number 14-1047470-0001 should have been included in the list of registrations listed in the assignment of rights (cession de droits) registered under number 16-0491352-0001.

**REMARQUES**

Inscriptions de radiation - Quant à l'inscription visée

16-1113824-0035	2016-11-14 10:15	Radiation quant à	10-0799781-0009
16-1114888-0013	2016-11-14 11:30	Radiation quant à	10-0810890-0001
16-1129693-0017	2016-11-17 11:36	Radiation quant à	15-0674463-0003
17-0031778-0017	2017-01-16 09:00	Radiation quant à	12-0055486-0001
17-0067281-0002	2017-01-26 09:30	Radiation quant à	12-1001176-0002
17-0068273-0002	2017-01-26 09:00	Radiation quant à	12-0122354-0001
17-0190079-0048	2017-03-03 09:30	Radiation quant à	11-0030005-0002
17-0205949-0005	2017-03-09 09:30	Radiation quant à	14-0073594-0002
17-0281490-0014	2017-03-29 10:45	Radiation quant à	11-0157567-0003
17-0865592-0043	2017-08-16 14:57	Radiation quant à	12-0756752-0003
17-0892501-0015	2017-08-24 09:00	Radiation quant à	11-0722370-0003
17-1195439-0024	2017-11-10 09:00	Radiation quant à	12-0975597-0002
17-1322691-0007	2017-12-14 14:51	Radiation quant à	14-1193708-0002
18-0129871-0005	2018-02-13 09:30	Radiation quant à	13-1128212-0001
18-0219111-0021	2018-03-08 12:00	Radiation quant à	16-0041459-0007
18-0224728-0013	2018-03-12 09:30	Radiation quant à	12-0035789-0001
18-0330823-0047	2018-04-06 09:00	Radiation quant à	15-0900678-0005
18-0485529-0053	2018-05-10 09:00	Radiation quant à	16-0405197-0002
18-1316799-0024	2018-11-28 14:00	Radiation quant à	15-1147460-0002
18-1372102-0022	2018-12-13 10:15	Radiation quant à	12-1017245-0003

**RECTIFICATIONS**

Numéro de la demande : 16-R000331 DHM : 2016-10-13 12:57

L'inscription a été supprimée de la fiche nominative de "ROYNAT INC"

L'inscription a été supprimée de la fiche nominative de "MERIDIAN ONECAP  
CREDIT CORP"

Gabrielle Loyer, officier-adjoint



**500-11-056046-192**

**EXHIBIT P-4 / TAB 3 / D**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 003 - Détail de l'inscription 5 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0491352-0001	2016-05-26 09:00
CESSION D'UN DROIT	

#### PARTIES

##### Cédant

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

##### Cessionnaire

MERIDIAN ONECAP CREDIT CORP.

Suite 1500, 4710 Kingsway, Burnaby, BC

V5H 4M2

#### BIENS

THE ASSIGNOR ASSIGNS TO THE ASSIGNEE ALL OF ITS RIGHT, TITLE AND INTEREST IN THE REGISTRATIONS LISTED HEREIN IN THE SECTION ENTITLED "REFERENCE A L'INSCRIPTION VISEE AU REGISTRE DES DROITS PERSONNELS ET MOBILIERS"

#### MENTIONS

##### Référence à l'inscription visée

\*\*\*\*\*  
\*  
\* En raison du nombre élevé d'inscriptions visées,  
\* leur numéro n'est pas affiché.  
\*  
\* Pour obtenir un état de l'inscription ou une copie de la réquisition  
\* d'inscription, communiquer par téléphone avec le Bureau de la  
\* publicité des droits personnels et réels mobiliers :  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou  
\* 1 800 465-4949 (sans frais).  
\*  
\*\*\*\*\*

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

##### Autres mentions :

Le numéro 13-0934823-0002 est inexistant ou correspond à une inscription radiée ou périmée. Conséquemment, la référence a été supprimée.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0985318-0001	2016-10-07 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

\*\*\*\*\*  
\*  
\*\*\*\*\*

\* En raison du nombre élevé d'inscriptions visées, la radiation de ces \*  
\* inscriptions ne sera pas affichée dans le champ «Remarques». \*  
\* \*  
\* Pour obtenir un état de l'inscription ou une copie de la réquisition \*  
\* d'inscription, communiquer par téléphone avec le Bureau de la \*  
\* publicité des droits personnels et réels mobiliers : \*  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou \*  
\* 1 800 465-4949 (sans frais). \*  
\* \*  
\*\*\*\*\*

**500-11-056046-192**

**EXHIBIT P-4 / TAB 4**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTEE Code Postal : H3S1Y7

## Fiche 004 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0731414-0001	2013-08-20 12:14	2023-07-17
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

## PARTIES

## Titulaire

Banque Royale Du Canada 1 PVM - 2e Etage, Aile Est, MONTREAL, QC	H3C 3A9
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## Constituant

J. SLAWNER LTEE 5713 COTE-DES-NEIGES CH, MONTREAL, QC	H3S 1Y7
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## BIENS

## Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce NM0LS7BN7CT106535	2012	FORD T-CONNECT

## Autres biens :

L'HYPOTHEQUE GREVE LES BIENS PARTICULIERS DECRITS CI-DESSUS:  
L'HYPOTHEQUE GREVE AUSSI LES BIENS PRESENTS ET A VENIR SUIVANTS,  
RELATIFS AUX BIENS HYPOTHEQUES DECRITS PLUS HAUT :

- LES PRODUITS ET CREANCES RESULTANT DE LEUR DISPOSITION OU LOCATION ;
- LES FRUITS ET REVENUS QU'ILS PRODUISENT, INCLUANT LES INDEMNITES D'ASSURANCE OU D'EXPROPRIATION EN DECOULANT ;
- LES DROITS, TITRES ET DOCUMENTS, DE QUELQUE FORME OU NATURE, SE RAPPORTANT A CEUX-CI ; ET
- LES BIENS DE REMPLACEMENT, RENOUELEMENT, SUBSTITUTION, ADDITION OU TRANSFORMATION DE CES BIENS, Y COMPRIS LES SOMMES D'ARGENT EN TENANT LIEU.

## MENTIONS

## Somme de l'hypothèque

30,360.00\$  
TAUX FIXE 4.370%

## Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2013-07-17  
Lieu : MONTREAL

## Autres mentions :

REF: (NN608100251 895 26.4 / ONRB10F76044-1 / 8415604)

## AVIS D'ADRESSE

N° 000114

**500-11-056046-192**

**EXHIBIT P-4 / TAB 5**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTEE Code Postal : H3S1Y7

Fiche 005 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0605223-0008	2013-07-12 11:25	2020-07-11

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

**PARTIES**

**Crédit-bailleur**

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Crédit-preneur**

J. SLAWNER LTEE

5713 COTE DES NEIGES, MONTREAL, QC

H3S 1Y7

**BIENS**

(1) PHOTOCOPIEUR KONICA MINOLTA BIZHUB C253 N/S 11014280 (1)  
PHOTOCOPIEUR KONICA MINOLTA BIZHUB 350 N/S 31139040 (1) INTEC PRINTER  
N/S AL2A001668 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS  
REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL  
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND  
OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR  
OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE  
COLLATERAL OR PROCEEDS OF THE COLLATERAL

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2013-07-11

Lieu : PROVINCE DE QUEBEC

**Autres mentions :**

\$0.00

**REMARQUES**

INSCRIPTION

16-0491352-0001

CESSION D'UN DROIT

DATE-HEURE-MINUTE

2016-05-26 09:00

**500-11-056046-192**

**EXHIBIT P-4 / TAB 5 / A**



Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : H3S1Y7

**Fiche 005 - Détail de l'inscription 2 (de 3)**

**INSCRIPTION**                      **DATE-HEURE-MINUTE**  
16-0985318-0001              2016-10-07 09:00  
RECTIFICATION D'UNE INSCRIPTION

**PARTIES**

**Cédant**

ROYNAT INC.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Cessionnaire**

MERIDIAN ONECAP CREDIT CORP.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
14-1047470-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
16-0491352-0001	CESSION D'UN DROIT

**Objet de la rectification :**

Registration number 14-1047470-0001 should have been included in the list of registrations listed in the assignment of rights (cession de droits) registered under number 16-0491352-0001.

**REMARQUES**

Inscriptions de radiation - Quant à l'inscription visée

16-1113824-0035	2016-11-14 10:15	Radiation quant à	10-0799781-0009
16-1114888-0013	2016-11-14 11:30	Radiation quant à	10-0810890-0001
16-1129693-0017	2016-11-17 11:36	Radiation quant à	15-0674463-0003
17-0031778-0017	2017-01-16 09:00	Radiation quant à	12-0055486-0001
17-0067281-0002	2017-01-26 09:30	Radiation quant à	12-1001176-0002
17-0068273-0002	2017-01-26 09:00	Radiation quant à	12-0122354-0001
17-0190079-0048	2017-03-03 09:30	Radiation quant à	11-0030005-0002
17-0205949-0005	2017-03-09 09:30	Radiation quant à	14-0073594-0002
17-0281490-0014	2017-03-29 10:45	Radiation quant à	11-0157567-0003
17-0865592-0043	2017-08-16 14:57	Radiation quant à	12-0756752-0003
17-0892501-0015	2017-08-24 09:00	Radiation quant à	11-0722370-0003
17-1195439-0024	2017-11-10 09:00	Radiation quant à	12-0975597-0002
17-1322691-0007	2017-12-14 14:51	Radiation quant à	14-1193708-0002
18-0129871-0005	2018-02-13 09:30	Radiation quant à	13-1128212-0001
18-0219111-0021	2018-03-08 12:00	Radiation quant à	16-0041459-0007
18-0224728-0013	2018-03-12 09:30	Radiation quant à	12-0035789-0001
18-0330823-0047	2018-04-06 09:00	Radiation quant à	15-0900678-0005
18-0485529-0053	2018-05-10 09:00	Radiation quant à	16-0405197-0002
18-1316799-0024	2018-11-28 14:00	Radiation quant à	15-1147460-0002
18-1372102-0022	2018-12-13 10:15	Radiation quant à	12-1017245-0003

**RECTIFICATIONS**

Numéro de la demande : 16-R000331 DHM : 2016-10-13 12:57

L'inscription a été supprimée de la fiche nominative de "ROYNAT INC"

L'inscription a été supprimée de la fiche nominative de "MERIDIAN ONECAP  
CREDIT CORP"

Gabrielle Loyer, officier-adjoint

**500-11-056046-192**

**EXHIBIT P-4 / TAB 5 / B**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTÉE Code Postal : H3S1Y7

Fiche 005 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0491352-0001	2016-05-26 09:00
CESSION D'UN DROIT	

#### PARTIES

##### Cédant

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

##### Cessionnaire

MERIDIAN ONECAP CREDIT CORP.

Suite 1500, 4710 Kingsway, Burnaby, BC

V5H 4M2

#### BIENS

THE ASSIGNOR ASSIGNS TO THE ASSIGNEE ALL OF ITS RIGHT, TITLE AND INTEREST IN THE REGISTRATIONS LISTED HEREIN IN THE SECTION ENTITLED "REFERENCE A L'INSCRIPTION VISEE AU REGISTRE DES DROITS PERSONNELS ET MOBILIERS"

#### MENTIONS

##### Référence à l'inscription visée

\*\*\*\*\*

\* En raison du nombre élevé d'inscriptions visées,  
\* leur numéro n'est pas affiché.

\* Pour obtenir un état de l'inscription ou une copie de la réquisition  
\* d'inscription, communiquer par téléphone avec le Bureau de la  
\* publicité des droits personnels et réels mobiliers :  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou  
\* 1 800 465-4949 (sans frais).

\*\*\*\*\*

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

##### Autres mentions :

Le numéro 13-0934823-0002 est inexistant ou correspond à une inscription radiée ou périmée. Conséquemment, la référence a été supprimée.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0985318-0001	2016-10-07 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

\*\*\*\*\*

\*

\* En raison du nombre élevé d'inscriptions visées, la radiation de ces \*  
\* inscriptions ne sera pas affichée dans le champ «Remarques». \*  
\* \*  
\* Pour obtenir un état de l'inscription ou une copie de la réquisition \*  
\* d'inscription, communiquer par téléphone avec le Bureau de la \*  
\* publicité des droits personnels et réels mobiliers : \*  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou \*  
\* 1 800 465-4949 (sans frais). \*  
\* \*  
\*\*\*\*\*

**500-11-056046-192**

**EXHIBIT P-4 / TAB 6**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTÉE Code Postal : H3S1Y7

**Fiche 006 - Détail de l'inscription 1 (de 1)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0543340-0001	2013-06-25 10:30	2023-05-31
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

Immeubles Marché St-Léonard Inc.

4120, rue Ste-Catherine Ouest, 5e étage, Westmount, QC

H3Z 1P4

**Constituant**

J. Slawner Ltée

5713, Côte-des-Neiges, Montréal

H3S 1Y7

**BIENS**

Universality, all of the Constituant's (Tenant) present and future movable property.

**MENTIONS**

**Somme de l'hypothèque**

One hundred Thousand Dollars (\$100,000.00) plus interest thereon at 18% per annum.

**Cause de la créance :**

Net Lease Agreement, rent

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2013-06-13

Lieu : Westmount

**Autres mentions :**

Slawner Ortho- 5949, Belanger Street, St-Léonard

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme :

J SLAWNER LTEE

Code Postal :

J6K0R5

Fiche	Inscription	Date	h:min
001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 14-1014962-0003	2014-10-30	09:00
	RECTIFICATION D'UNE INSCRIPTION 16-0985318-0001	2016-10-07	09:00
	CESSION D'UN DROIT 16-0491352-0001	2016-05-26	09:00



**500-11-056046-192**

**EXHIBIT P-4 / TAB 7**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : J6K0H5

Fiche 001 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-1014962-0003	2014-10-30 09:00	2021-10-29
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

**PARTIES**

**Crédit-bailleur**

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Crédit-préneur**

J. SLAWNER LTÉE

230 BOUL BRISEBOIS #103, CHATEAUGUAY, QC

J6K 0H5

**BIENS**

(1) COPIEUR KONICA MINOLTA BIZHUB C224E N/S 11107007 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-10-29

Lieu : PROVINCE DE QUEBEC

**Autres mentions :**

\$0.00

**REMARQUES**

INSCRIPTION

16-0491352-0001

CESSION D'UN DROIT

DATE-HEURE-MINUTE

2016-05-26 09:00

**500-11-056046-192**

**EXHIBIT P-4 / TAB 7 / A**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. SLAWNER Ltée

Critère de sélection Nom d'organisme : J. SLAWNER LTÉE Code Postal : J6K0H5

**Fiche 001 - Détail de l'Inscription 2 (de 3)**

**INSCRIPTION**                      **DATE-HEURE-MINUTE**  
16-0985318-0001              2016-10-07 09:00  
RECTIFICATION D'UNE INSCRIPTION

**PARTIES**

**Cédant**

ROYNAT INC.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**Cessionnaire**

MERIDIAN ONECAP CREDIT CORP.  
Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

**MENTIONS**

**Référence à l'Inscription visée**

NUMÉRO	NATURE
14-1047470-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
16-0491352-0001	CESSION D'UN DROIT

**Objet de la rectification :**

Registration number 14-1047470-0001 should have been included in the list of registrations listed in the assignment of rights (cession de droits) registered under number 16-0491352-0001.

**REMARQUES**

Inscriptions de radiation - Quant à l'inscription visée

16-1113824-0035	2016-11-14 10:15	Radiation quant à	10-0799781-0009
16-1114888-0013	2016-11-14 11:30	Radiation quant à	10-0810890-0001
16-1129693-0017	2016-11-17 11:36	Radiation quant à	15-0674463-0003
17-0031778-0017	2017-01-16 09:00	Radiation quant à	12-0055486-0001
17-0067281-0002	2017-01-26 09:30	Radiation quant à	12-1001176-0002
17-0068273-0002	2017-01-26 09:00	Radiation quant à	12-0122354-0001
17-0190079-0048	2017-03-03 09:30	Radiation quant à	11-0030005-0002
17-0205949-0005	2017-03-09 09:30	Radiation quant à	14-0073594-0002
17-0281490-0014	2017-03-29 10:45	Radiation quant à	11-0157567-0003
17-0865592-0043	2017-08-16 14:57	Radiation quant à	12-0756752-0003
17-0892501-0015	2017-08-24 09:00	Radiation quant à	11-0722370-0003
17-1195439-0024	2017-11-10 09:00	Radiation quant à	12-0975597-0002
17-1322691-0007	2017-12-14 14:51	Radiation quant à	14-1193708-0002
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18-0330823-0047	2018-04-06 09:00	Radiation quant à	15-0900678-0005
18-0485529-0053	2018-05-10 09:00	Radiation quant à	16-0405197-0002
18-1316799-0024	2018-11-28 14:00	Radiation quant à	15-1147460-0002
18-1372102-0022	2018-12-13 10:15	Radiation quant à	12-1017245-0003

**RECTIFICATIONS**

Numéro de la demande : 16-R000331 DHM : 2016-10-13 12:57

L'inscription a été supprimée de la fiche nominative de "ROYNAT INC"

L'inscription a été supprimée de la fiche nominative de "MERIDIAN ONECAP  
CREDIT CORP"

Gabrielle Loyer, officier-adjoint

**500-11-056046-192**

**EXHIBIT P-4 / TAB 7 / B**

Date, heure, minute de certification : 2019-02-14 15:00

Critère de recherche Nom d'organisme : J. Slawner Ltée

Critère de sélection Nom d'organisme : J SLAWNER LTEE Code Postal : J6K0H5

Fiche 001 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0491352-0001	2016-05-26 09:00
CESSION D'UN DROIT	

#### PARTIES

##### Cédant

ROYNAT INC.

Suite 1500, 4710 Kingsway St., Burnaby, BC

V5H 4M2

##### Cessionnaire

MERIDIAN ONECAP CREDIT CORP.

Suite 1500, 4710 Kingsway, Burnaby, BC

V5H 4M2

#### BIENS

THE ASSIGNOR ASSIGNS TO THE ASSIGNEE ALL OF ITS RIGHT, TITLE AND INTEREST IN THE REGISTRATIONS LISTED HEREIN IN THE SECTION ENTITLED "REFERENCE A L'INSCRIPTION VISEE AU REGISTRE DES DROITS PERSONNELS ET MOBILIERES"

#### MENTIONS

##### Référence à l'inscription visée

\*\*\*\*\*

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\* publicité des droits personnels et réels mobiliers :  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou  
\* 1 800 465-4949 (sans frais).

\*\*\*\*\*

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

##### Autres mentions :

Le numéro 13-0934823-0002 est inexistant ou correspond à une inscription radiée ou périmée. Conséquemment, la référence a été supprimée.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0985318-0001	2016-10-07 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

\*\*\*\*\*

\*

\* En raison du nombre élevé d'inscriptions visées, la radiation de ces \*  
\* inscriptions ne sera pas affichée dans le champ «Remarques». \*  
\* \*  
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\* publicité des droits personnels et réels mobiliers : \*  
\* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou \*  
\* 1 800 465-4949 (sans frais). \*  
\* \*  
\*\*\*\*\*



**500-11-056046-192**

**EXHIBIT P-5**

CANADA

PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

NO : 500-22-251973-189

COUR DU QUÉBEC  
(Chambre civile)9216-0704 QUÉBEC INC.,

Demanderesse

c.

J. SLAWNER LTÉE f.a.s.r.s.  
SLAWNER ORTHO;Défenderesse**AVIS DE PRÉSENTATION**A : J. SLAWNER LTÉE f.a.s.r.s. SLAWNER ORTHO  
4980, rue Jean-Talon O.  
Montréal (Québec) H4P 1W9

Défenderesse

**PRENEZ AVIS** que la *Demande d'ordonnance de sauvegarde* sera présentée en chambre de pratique de la Cour du Québec du palais de justice de Montréal, situé au 1, rue Notre-Dame Est, Montréal (Québec), **le 20 février 2019 à 9h00, en salle 2.06**, ou aussitôt que conseil pourra être entendu.

**VEUILLEZ AGIR EN CONSÉQUENCE.**

Sainte-Thérèse, le 11 février 2019

(s) Mathieu Kellner avocat inc.**MATHIEU KELLNER AVOCAT INC.**

Avocats de la demanderesse

*Mathieu Kellner avocat inc.*  
Copie conforme

N° Cour : 500-22-251973-189

**COUR DU QUÉBEC  
DISTRICT DE MONTRÉAL**

**9216-0704 QUÉBEC INC.**

Demanderesse

c.

**J. SLAWNER LTÉE f.a.s.r.s. SLAWNER ORTHO**

Défenderesse

**AVIS DE PRÉSENTATION**

**COPIE POUR J. SLAWNER LTÉE  
4980, RUE JEAN-TALON OUEST  
MONTRÉAL (QUÉBEC) H4P 1W9**

**N/REF** MK 88 089-001  
Me Émilie Duquette  
[ed@kellneravocat.com](mailto:ed@kellneravocat.com)

CODE AVOCAT: BM3196

*ve*  
14 02 199 53

**MATHIEU  
KELLNER**   
AVOCAT

275, boulevard Curé-Labelle, bureau 109A, Sainte-Thérèse (Québec) J7E 0C2

Tel : 450 506-0285 | Fax : 450 506-0288

[info@kellneravocat.com](mailto:info@kellneravocat.com) | [www.kellneravocat.com](http://www.kellneravocat.com)

CANADA

PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉALCOUR DU QUÉBEC  
(Chambre civile)

NO : 500-22-251973-189

**9216-0704 QUÉBEC INC.,;**

Demanderesse

c.

**J. SLAWNER LTÉE f.a.s.r.s.  
SLAWNER ORTHO;**

Défenderesse

**DEMANDE INTRODUCTIVE D'INSTANCE RE-MODIFIÉE**En recouvrement des sommes dues et demande d'ordonnance de sauvegardeAU SOUTIEN DE SA DEMANDE RE-MODIFIÉE, LA DEMANDERESSE EXPOSE CE QUI SUIT :

1. La demanderesse est une société constituée en vertu de la *Loi sur les sociétés par actions* (RLRQ c. S-31.1) œuvrant dans le domaine de l'immobilier, tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises communiqué aux fins des présentes comme pièce **P-1**;
2. La défenderesse est une personne morale œuvrant dans le domaine des appareils orthopédiques, tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises communiqué aux fins des présentes comme pièce **P-2**;
3. Le ou vers le 21 juin 2016, un bail commercial est intervenu entre la demanderesse et la défenderesse relativement à l'immeuble sis au 230, boulevard Brisebois, à Châteauguay, et plus précisément pour le local 103 (ci-après les « Lieux Loués »), tel qu'il appert d'une copie dudit bail (ci-après le « Bail ») communiquée au soutien des présentes comme pièce **P-3**;
  - a. Tel qu'il appert de l'article 4 dudit Bail, pièce P-3, il s'agit d'un bail « net »;
  - b. Ledit Bail prévoit un loyer annuel de base de 25,00\$ le pied carré, pour une superficie de 1 489,67 pieds carrés, représentant un loyer annuel de 37 241,75\$, plus toutes taxes applicables (ci-après le « Loyer de base »), tel qu'il appert de l'article 5 de la pièce P-3;

- c. Les parties ont ainsi convenu que ce loyer de base serait payé par versements mensuels égaux et consécutifs, à raison de 3 103,48\$, plus toutes taxes applicables, tel qu'il appert de l'article 5.1.1.5 dudit Bail, pièce P-3;
  - d. Les parties ont également convenu d'un loyer additionnel, représentant la quote-part de la défenderesse dans les frais d'exploitation, tel qu'il appert de la clause 5.2 dudit Bail, pièce P-3;
  - e. Dans le cadre dudit Bail, pièce P-3, ce loyer additionnel est estimé à 868,67\$ par mois, plus toutes taxes applicables, et sous réserve des ajustements pouvant intervenir de temps à autre (ci-après le « Loyer additionnel »);
4. En effet, ledit Bail comprend une clause de rajustement des frais d'exploitation, tel qu'il appert de la pièce P-3;
  5. Par conséquent, le ou vers le 1<sup>er</sup> juillet 2018, la demanderesse faisait parvenir une facture à la défenderesse au montant de 17 371,55\$, laquelle somme représente le rajustement de la part de la défenderesse dans le partage des frais d'exploitation, tel qu'il appert d'une copie de cette facture et de la preuve de transmission, communiquées en liasse au soutien des présentes comme pièce P-4;
  6. Or, la défenderesse a fait défaut d'acquitter cette facture, pièce P-4, contrairement à ses obligations contractuelles;
  7. Le ou vers le 26 juillet 2018, la demanderesse demandait à nouveau à la défenderesse d'acquitter les sommes dues, tel qu'il appert du courriel transmis par la demanderesse et de l'état de compte qui y était joint, le tout étant communiqué au soutien des présentes comme pièce P-5;
  8. Le ou vers le 30 août 2018, la demanderesse communiquait à nouveau avec la défenderesse afin de lui réclamer les sommes dues, tel qu'il appert du courriel transmis par la demanderesse et de l'état de compte qui y était joint, le tout communiqué au soutien des présentes comme pièce P-6;
  9. Le ou vers le 1<sup>er</sup> octobre 2018, la demanderesse tentait à nouveau de recouvrer les sommes lui étant dues, conformément au Bail, pièce P-3, tel qu'il appert du courriel transmis par la demanderesse et de l'état de compte qui y était joint, le tout étant communiqué au soutien des présentes comme pièce P-7;
  10. Une fois de plus, soit le ou vers le 23 octobre 2018, la demanderesse réclamait les sommes lui étant dues, informant la défenderesse qu'à défaut de paiement avant le 2 novembre 2018, des procédures judiciaires seraient intentées et que

transmis par la demanderesse et de l'état de compte qui y était joint, le tout étant communiqué au soutien des présentes comme pièce P-7;

11. Une fois de plus, soit le ou vers le 23 octobre 2018, la demanderesse réclamait les sommes lui étant dues, informant la défenderesse qu'à défaut de paiement avant le 2 novembre 2018, des procédures judiciaires seraient intentées et que des dommages-intérêts seraient réclamés, tel qu'il appert d'une copie de la correspondance de monsieur Lauzon et de la preuve d'envoi communiquées en liasse au soutien des présentes comme pièce P-8;
12. À ce jour, la défenderesse demeure toujours en défaut d'acquitter les sommes dues, bien que dûment mise en demeure de ce faire, tel qu'il appert de la mise en demeure datée du 12 novembre 2018 et de la preuve de signification, dont copies sont communiquées en liasse aux présentes comme pièces P-9;
  - a. Au surplus, la défenderesse est en défaut d'acquitter le Loyer de base et le Loyer additionnel pour les mois de novembre 2018 à février 2019, de même que les frais relatifs aux améliorations locatives, représentant une somme totale de 28 906,85\$, sauf à parfaire, tel qu'il appert d'une copie de l'état de compte et des factures, communiqués en liasse au soutien des présentes comme pièce P-9AA;
  - b. Au jour du dépôt de la présente demande introductive d'instance modifiée, la défenderesse est toujours en défaut de payer à la demanderesse les sommes qui lui sont dues, bien que dûment en demeure de ce faire, tel qu'il appert de ladite lettre de mise en demeure, datée du 7 janvier 2019, dont copie est communiquée au soutien des présentes comme pièces P-9B;
13. Considérant l'ensemble de ce qui précède, la demanderesse est bien fondée de réclamer à la défenderesse le paiement de la somme de 46 278,40\$, sauf à parfaire, avec intérêts au taux préférentiel déterminé par la Fédération des Caisses Desjardins pour les prêts commerciaux, de 3,95%, en date des présentes, tel qu'il appert du communiqué du Mouvement Desjardins daté du 24 octobre 2018, communiqué au soutien des présentes comme pièce P-10, plus quatre pour cent (4%) plus l'indemnité additionnelle, à compter 1<sup>er</sup> juillet 2018;
14. Considérant l'évidence du droit de la demanderesse et la mauvaise foi et/ou témérité de la défenderesse, forçant la demanderesse à prendre les présentes procédures, la demanderesse est bien fondée de demander également à cette Cour de condamner la défenderesse à lui verser une somme de 5 000\$ additionnelle en dommages-intérêts;
15. Considérant la clause 5.4.1 du Bail, pièce P-3, la demanderesse est également bien fondée de demander à cette Cour que ces sommes réclamées ci-devant exposées portent intérêts à un taux annuel supérieur de quatre pour cent (4%) du taux

difficultés financières, ce qui lui fait désormais craindre que sa créance ne soit en péril, notamment en ne payant pas la compagnie responsable de l'entretien et du nettoyage du local;

16. Considérant le préjudice réel et grave subi par la demanderesse dans la présente situation et considérant également l'absence de motifs de contestation raisonnables de la défenderesse des sommes dues, la demanderesse soumet qu'elle est en droit de demander que la défenderesse soit expulsée immédiatement des Lieux Loués;
17. En effet, la demanderesse subit un grave préjudice en raison du fait que la défenderesse occupe les Lieux Loués sans payer le loyer de base, ni le loyer additionnel, puisque la demanderesse doit respecter ses obligations sur l'immeuble qui abrite les Lieux Loués, sans pour autant recevoir de revenus;
18. Par conséquent, la demanderesse demande à cette honorable Cour :
  - a. D'émettre une ordonnance de sauvegarde afin d'ordonner à la défenderesse de lui payer directement la somme de 46 278,40\$ représentant les arrérages de loyers dus, dans les cinq (5) jours de la signification du jugement sur la demande d'ordonnance de sauvegarde;
  - b. Qu'à défaut par la défenderesse de payer les sommes ci-haut mentionnés dans le délai prévu, que la défenderesse soit ordonnée de quitter les lieux le ou avant le 28 février 2019;
  - c. Qu'à défaut par la défenderesse de quitter les Lieux Loués dans le délai prescrit, déclarer que le jugement à intervenir sur la demande d'ordonnance de sauvegarde constitue un bref d'exécution; et
  - d. D'autoriser la demanderesse à prendre les mesures d'expulsion prévues par la loi en utilisant la force nécessaire et ce, aux frais de la défenderesse, sans autre avis ni signification;
19. Par ailleurs, la demanderesse soumet que la présente ordonnance de sauvegarde lui permettrait de mitiger ses dommages, puisqu'elle aurait l'opportunité réelle de louer à nouveau ses locaux et ainsi, éviter que la dette de la défenderesse n'augmente tous les mois, ce qui mitige considérablement les dommages de la défenderesse;
20. La demanderesse se réserve le droit d'amender la présente demande afin de réclamer toute somme additionnelle pouvant lui être due par la défenderesse;
21. La demande introductive d'instance re-modifiée est bien fondée en faits et en droit.

**PAR CES MOTIFS, PLAISE AU TRIBUNAL:**

ACCUEILLIR la présente demande introductive d'instance re-modifiée;

PRENDRE ACTE de la résiliation du Bail de plein droit;

**PRONONCER LES ORDONNANCES DE SAUVEGARDE SUIVANTES :**

ORDONNER à la défenderesse de payer directement à la demanderesse la somme de 46 278,40\$, représentant les arrérages de loyers dus, dans les cinq (5) jours de la signification du jugement à intervenir sur la demande d'ordonnance de sauvegarde;

**À DÉFAUT PAR LA DÉFENDERESSE DE DÉPOSER LADITE SOMME DANS LE DÉLAI CI-HAUT MENTIONNÉ:**

ORDONNER à la défenderesse de quitter les Lieux Loués, le ou avant le 28 février 2019;

**À DÉFAUT PAR LA DÉFENDERESSE DE QUITTER LES LIEUX DANS LE DÉLAI PRESCRIT :**

DÉCLARER que le jugement à intervenir sur la demande d'ordonnance de sauvegarde constitue un bref d'exécution;

AUTORISER la demanderesse à prendre les mesures d'expulsion prévues par la loi en utilisant la force nécessaire et ce, aux frais de la défenderesse, sans autre avis ni signification;

DISPENSER la demanderesse de fournir caution;

AUTORISER la demanderesse à signifier ledit jugement à intervenir en dehors des heures normales de signification;

CONDAMNER la défenderesse à payer à la demanderesse la somme de [...] 46 278,40\$, sauf à parfaire, avec intérêts au taux préférentiel de 3,95%, déterminé par la Fédération des Caisses Desjardins pour les prêts commerciaux, plus quatre pour cent (4%) et l'indemnité additionnelle, à compter 1<sup>er</sup> juillet 2018;

CONDAMNER la défenderesse à payer à la demanderesse la somme de 5 000,00\$, sauf à parfaire, avec intérêts au taux préférentiel de 3,95%, déterminé par la Fédération des Caisses Desjardins pour les prêts commerciaux, plus quatre pour cent (4%) et l'indemnité additionnelle, à compter 1<sup>er</sup> juillet 2018, à titre de dommages-intérêts;



LE TOUT avec les frais de justice.

Sainte-Thérèse, le 11 février 2019

*(s) Mathieu Kellner avocat inc.*

---

**MATHIEU KELLNER AVOCAT INC.**  
Avocats de la demanderesse

*Mathieu Kellner avocat inc.*  
*Copie conforme*

CANADA

PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

NO : 500-22-251973-189

COUR DU QUÉBEC  
(Chambre civile)

9216-0704 QUÉBEC INC.,

Demanderesse

c.

J. SLAWNER LTÉE f.a.s.r.s.  
SLAWNER ORTHO,

Défenderesse

**DÉCLARATION SOUS SERMENT**

Je, soussignée, **FRANCINE BÉLANGER**, gestionnaire immobilier et trésorière, faisant affaires au 230, boul. Brisebois, suite 501, à Châteauguay, province de Québec, J6K 0J6, affirme solennellement ce qui suit :

1. Je suis la représentante dûment autorisée de la demanderesse en l'instance;
2. La demanderesse est une société constituée en vertu de la *Loi sur les sociétés par actions* (RLRQ c. S-31.1) œuvrant dans le domaine de l'immobilier, tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises communiqué aux fins des présentes comme pièce P-1;
3. La défenderesse est une personne morale œuvrant dans le domaine des appareils orthopédiques, tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises communiqué aux fins des présentes comme pièce P-2;
4. Le ou vers le 21 juin 2016, un bail commercial est intervenu entre la demanderesse et la défenderesse relativement à l'immeuble sis au 230, boulevard Brisebois, à Châteauguay, et plus précisément pour le local 103 (ci-après les « Lieux Loués »), tel qu'il appert d'une copie dudit bail (ci-après le « Bail ») communiquée au soutien des présentes comme pièce P-3;

- a. Tel qu'il appert de l'article 4 dudit Bail, pièce P-3, il s'agit d'un bail «net»;
  - b. Ledit Bail prévoit un loyer annuel de base de 25,00\$ le pied carré, pour une superficie de 1 489,67 pieds carrés, représentant un loyer annuel de 37 241,75\$, plus toutes taxes applicables (ci-après le « Loyer de base »), tel qu'il appert de l'article 5 de la pièce P-3;
  - c. Les parties ont ainsi convenu que ce loyer de base serait payé par versements mensuels égaux et consécutifs, à raison de 3 103,48\$, plus toutes taxes applicables, tel qu'il appert de l'article 5.1.1.5 dudit Bail, pièce P-3;
  - d. Les parties ont également convenu d'un loyer additionnel, représentant la quote-part de la défenderesse dans les frais d'exploitation, tel qu'il appert de la clause 5.2 dudit Bail, pièce P-3;
  - e. Dans le cadre dudit Bail, pièce P-3, ce loyer additionnel est estimé à 868,67\$ par mois, plus toutes taxes applicables, et sous réserve des ajustements pouvant intervenir de temps à autre (ci-après le « Loyer additionnel »);
5. En effet, ledit Bail comprend une clause de rajustement des frais d'exploitation, tel qu'il appert de la pièce P-3;
  6. Par conséquent, le ou vers le 1<sup>er</sup> juillet 2018, la demanderesse faisait parvenir une facture à la défenderesse au montant de 17 371,55\$, laquelle somme représente le rajustement de la part de la défenderesse dans le partage des frais d'exploitation, tel qu'il appert d'une copie de cette facture et de la preuve de transmission, communiquées en liasse au soutien des présentes comme pièce P-4;
  7. Or, la défenderesse a fait défaut d'acquitter cette facture, pièce P-4, contrairement à ses obligations contractuelles;
  8. Le ou vers le 26 juillet 2018, la demanderesse demandait à nouveau à la défenderesse d'acquitter les sommes dues, tel qu'il appert du courriel transmis par la demanderesse et de l'état de compte qui y était joint, le tout étant communiqué au soutien des présentes comme pièce P-5;
  9. Le ou vers le 30 août 2018, la demanderesse communiquait à nouveau avec la défenderesse afin de lui réclamer les sommes dues, tel qu'il appert du courriel transmis par la demanderesse et de l'état de compte qui y était joint, le tout communiqué au soutien des présentes comme pièce P-6;
  10. Le ou vers le 1<sup>er</sup> octobre 2018, la demanderesse tentait à nouveau de recouvrer les sommes lui étant dues, conformément au Bail, pièce P-3, tel qu'il appert du courriel

des dommages-intérêts seraient réclamés, tel qu'il appert d'une copie de la correspondance de monsieur Lauzon et de la preuve d'envoi communiquées en liasse au soutien des présentes comme pièce **P-8**;

11. À ce jour, la défenderesse demeure toujours en défaut d'acquitter les sommes dues, bien que dûment mise en demeure de ce faire, tel qu'il appert de la mise en demeure datée du 12 novembre 2018 et de la preuve de signification, dont copies sont communiquées en liasse aux présentes comme pièces **P-9**;

a. Au surplus, la défenderesse est en défaut d'acquitter le Loyer de base et le Loyer additionnel pour les mois de novembre 2018 [...] à février 2019, de même que les frais relatifs aux améliorations locatives, représentant une somme totale de [...] 28 906,85\$ [...], sauf à parfaire, tel qu'il appert d'une copie de l'état de compte et des factures, communiqués en liasse au soutien des présentes comme pièce **P-9AA**;

b. Au jour du dépôt de la présente demande introductive d'instance modifiée, la défenderesse est toujours en défaut de payer à la demanderesse les sommes qui lui sont dues, bien que dûment en demeure de ce faire, tel qu'il appert de ladite lettre de mise en demeure, datée du 7 janvier 2019, dont copie est communiquée au soutien des présentes comme pièces **P-9B**;

12. Considérant l'ensemble de ce qui précède, la demanderesse est bien fondée de réclamer à la défenderesse le paiement de la somme de [...] 46 278,40\$, sauf à parfaire, avec intérêts au taux préférentiel déterminé par la Fédération des Caisses Desjardins pour les prêts commerciaux, de 3,95%, en date des présentes, tel qu'il appert du communiqué du Mouvement Desjardins daté du 24 octobre 2018, communiqué au soutien des présentes comme pièce **P-10**, plus quatre pour cent (4%) plus l'indemnité additionnelle, à compter 1<sup>er</sup> juillet 2018;

13. Considérant l'évidence du droit de la demanderesse et la mauvaise foi et/ou témérité de la défenderesse, forçant la demanderesse à prendre les présentes procédures, la demanderesse est bien fondée de demander également à cette Cour de condamner la défenderesse à lui verser une somme de 5 000\$ additionnelle en dommages-intérêts;

14. Considérant la clause 5.4.1 du Bail, pièce P-3, la demanderesse est également bien fondée de demander à cette Cour que ces sommes réclamées ci-devant exposées portent intérêts à un taux annuel supérieur de quatre pour cent (4%) du taux préférentiel de la Fédération des Caisses Desjardins pour les prêts commerciaux de 3,95%;

#### **DEMANDE D'ORDONNANCE DE SAUVEGARDE**

15. Depuis l'institution des présentes procédures, la demanderesse constate que l'inventaire de la défenderesse diminue et que cette dernière rencontre des

préférentiel de la Fédération des Caisses Desjardins pour les prêts commerciaux de 3,95%;

#### **DEMANDE D'ORDONNANCE DE SAUVEGARDE**

16. Depuis l'institution des présentes procédures, la demanderesse constate que l'inventaire de la défenderesse diminue et que cette dernière rencontre des difficultés financières, ce qui lui fait désormais craindre que sa créance ne soit en péril, notamment en ne payant pas la compagnie responsable de l'entretien et du nettoyage du local;
17. Considérant le préjudice réel et grave subi par la demanderesse dans la présente situation et considérant également l'absence de motifs de contestation raisonnables de la défenderesse des sommes dues, la demanderesse soumet qu'elle est en droit de demander que la défenderesse soit expulsée immédiatement des Lieux Loués;
18. En effet, la demanderesse subit un grave préjudice en raison du fait que la défenderesse occupe les Lieux Loués sans payer le loyer de base, ni le loyer additionnel, puisque la demanderesse doit respecter ses obligations sur l'immeuble qui abrite les Lieux Loués, sans pour autant recevoir de revenus;
19. Par conséquent, la demanderesse demande à cette honorable Cour :
  - a. D'émettre une ordonnance de sauvegarde afin d'ordonner à la défenderesse de lui payer directement la somme de 46 278,40\$ représentant les arrérages de loyers dus, dans les cinq (5) jours de la signification du jugement sur la demande d'ordonnance de sauvegarde;
  - b. Qu'à défaut par la défenderesse de payer les sommes ci-haut mentionnés dans le délai prévu, que la défenderesse soit ordonnée de quitter les lieux le ou avant le 28 février 2019;
  - c. Qu'à défaut par la défenderesse de quitter les Lieux Loués dans le délai prescrit, déclarer que le jugement à intervenir sur la demande d'ordonnance de sauvegarde constitue un bref d'exécution; et
  - d. D'autoriser la demanderesse à prendre les mesures d'expulsion prévues par la loi en utilisant la force nécessaire et ce, aux frais de la défenderesse, sans autre avis ni signification;
20. Par ailleurs, la demanderesse soumet que la présente ordonnance de sauvegarde lui permettrait de mitiger ses dommages, puisqu'elle aurait l'opportunité réelle de louer à nouveau ses locaux et ainsi, éviter que la dette de la défenderesse n'augmente tous les mois, ce qui mitige considérablement les dommages de la défenderesse;

21. La demanderesse se réserve le droit d'amender la présente demande afin de réclamer toute somme additionnelle pouvant lui être due par la défenderesse;

22. Je suis sincère et de bonne foi.

**ET J'AI SIGNÉ**

  
FRANCINE BÉLANGER

AFFIRME SOLENNELLEMENT devant moi,  
À Châteauguay, ce 11 février 2019



Commissaire à l'assermentation  
pour le Québec



Copie conforme  
Mathieu Kellner, avocat



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**PIÈCE P-9AA**

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**9216-0704 QUÉBEC INC (Centre Santé Desjardins) FACTURE**

230, boul. Brisebols  
Suite 501  
Châteauguay, Québec J6K 0J6

N° facture: 906  
Date: 2019-02-01  
Date d'expédition:  
Page: 1  
Re: N° commande


**Vendu à:**

J. SLAWNER LTÉE  
M. Simon Slawner  
5713, Côte-des-Neiges  
Montréal, Québec H3S 1Y7

**Expédié à:**

J. SLAWNER LTÉE  
M. Simon Slawner  
5713, Côte-des-Neiges  
Montréal, Québec H3S 1Y7

**No. d'entreprise:**

Article	Unité	Quantité	Description	Taxe	Prix unit.	Montant
			Loyer mensuel pour améliorations locatives - Février 2019	GQ		1 501.71
				GQ		70.25
			GQ - TPS 5%, TVQ 9.975%			78.60
			TPS			156.81
			TVQ			
J-999						
						
Expédié par: No. Suivi:						
Remarques: TPS 836205666 RT0001 TVQ 1215908204 TQ 0001					<b>Montant total</b>	1 807.37
Vendu par:						



**9216-0704 QUÉBEC INC (Centre Santé Desjardins) FACTURE**

230, boul. Brisebois  
Suite 501  
Châteauguay, Québec J6K 0J6

N° facture: 905  
Date: 2019-02-01  
Date d'expédition:  
Page: 1  
Re: N° commande


Vendu à:

J. SLAWNER LTÉE  
M. Simon Slawner  
5713, Côte-des-Neiges  
Montréal, Québec H3S 1Y7

Expédié à:

J. SLAWNER LTÉE  
M. Simon Slawner  
5713, Côte-des-Neiges  
Montréal, Québec H3S 1Y7

No. d'entreprise:

Article	Unité	Quantité	Description	Taxe	Prix unit.	Montant
			LOYER FÉVRIER 2019	GQ		3 103.48
			FRAIS COMMUNS FÉVRIER 2019	GQ		1 361.81
			GQ - TPS 5%, TVQ 9.975%			223.26
			TPS			445.41
			TVQ			
J-948						
						
Expédié par:					No. Suivi:	
Remarques: TPS 836205666 RT0001 TVQ 1215908204 TQ 0001					Montant total	5 133.96
Vendu par:						



9216-0704

CENTRE DE SANTÉ DESJARDINS

Date de l'état : 2019-02-01  
Date d'échéance : 2019-02-01

ÉTAT DU COMPTE  
J. SLAWNER LTÉE - SLAWNER ORTHO  
4980, rue Jean-Talon Ouest,  
MONTRÉAL, QC., H4P 1W9

DATE	DESCRIPTION	Montant	No. Facture	COMPTE SOLDE
2018-06-14	Paiement de Juin incomplet	566,65 \$	#762	566,65 \$
2018-07-01	Ajustement Frais Communs 2015 a 2018	17 371,55 \$	#796	17 938,20 \$
2018-11-01	Loyer Novembre 2018	5 133,96 \$	#856	23 072,16 \$
2018-11-01	Prêt pour Amél.Locatives Novembre 2018	1 807,37 \$	#857	24 879,53 \$
2018-12-01	Loyer Décembre 2018	5 133,96 \$	#870	30 013,49 \$
2018-12-01	Prêt pour Amél.Locatives Décembre 2018	1 807,37 \$	#871	31 820,86 \$
2019-01-01	Loyer Janvier 2019	5 133,96 \$	#889	36 954,82 \$
2019-01-01	Prêt pour Amél.Locatives Janvier 2019	1 807,37 \$	#890	38 762,19 \$
2019-01-08	Frais Enseigne extérieure Année 2019	574,88 \$	#900	39 337,07 \$
2019-02-01	Loyer Février 2019	5 133,96 \$	#905	44 471,03 \$
2019-02-01	Prêt pour Amél.Locatives Février 2019	1 807,37 \$	#906	46 278,40 \$
<b>SOLDE A PAYER AU 01/02/2019</b>				<b>46 278,40 \$</b>

N° Cour : 500-22-251973-189

**COUR DU QUÉBEC  
DISTRICT DE MONTRÉAL**

9216-0704 QUÉBEC INC.

Demanderesse

c.

**J. SLAWNER LTÉE f.a.s.r.s. SLAWNER ORTHO**

Défenderesse

**DEMANDE INTRODUCTIVE D'INSTANCE RE-  
MODIFIÉE EN RECOUVREMENT DES SOMMES  
DUES ET DEMANDE D'ORDONNANCE DE  
SAUVEGARDE**

**COPIE POUR J. SLAWNER LTÉE  
4980, RUE JEAN-TALON OUEST  
MONTRÉAL (QUÉBEC) H4P 1W9**

**N/REF** MK 88 089-001  
Me Émilie Duquette  
[ed@kellneravocat.com](mailto:ed@kellneravocat.com)

CODE AVOCAT: BM3196

*Handwritten signature*

14 02 19 9 53

**MATHIEU  
KELLNER**   
AVOCAT

275, boulevard Curé-Labelle, bureau 109A, Sainte-Thérèse (Québec) J7E 0C2  
Tél. : 450 506-0285 | Fax : 450 506-0288  
[info@kellneravocat.com](mailto:info@kellneravocat.com) | [www.kellneravocat.com](http://www.kellneravocat.com)

**500-11-056046-192**

**EXHIBIT P-6**

CANADA  
 PROVINCE DE QUÉBEC  
 DISTRICT DE MONTRÉAL

COUR DU QUÉBEC  
 (« Chambre civile »)

No de Cour : 500-22-251973-189

PAR COURRIEL ET/OU TÉLÉCOPIEUR

À: **9216-0704 Québec inc.**  
 a/s : Me Émilie Duquette  
 Mathieu Kellner Avocat  
 275, boul. Curé-Labelle, bureau 109A  
 Sainte-Thérèse (Québec) J7E 0C2  
[ed@kelleravocat.com](mailto:ed@kelleravocat.com)

A: **Palais de Justice de Montréal**  
 1, rue Notre-Dame Est  
 Montréal, QC H2Y 1B6  
 Téléc. (514) 873-4760

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**AVIS DE SUSPENSION DES PROCÉDURES**  
 (Article 69)

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Madame, Monsieur,

**9216-0704 QUÉBEC INC.**

Partie demanderesse

- c -

**J. SLAWNER LTÉE**

Partie défenderesse

**PRENEZ AVIS** que J. Slawner Ltée a déposé un avis d'intention de faire une proposition (l'« Avis d'intention ») le 19 février 2019, dans un dossier portant le numéro 41-2476571 des dossiers d'Industrie Canada, Division des faillites de la division de Montréal et portant le numéro 500-11-056046-192 des dossiers de la Cour Supérieure du district de Québec et que **MNP LTÉE** a été nommée syndic à l'Avis d'intention.

Et de plus **PRENEZ AVIS** que conformément à la *Loi sur la faillite et l'insolvabilité*, Article 69, toutes les procédures contre la compagnie sont suspendues, tant que le syndic n'a pas été libéré, sauf avec l'autorisation du Tribunal et aux conditions que ce dernier peut imposer.

**FAIT À MONTRÉAL**, ce 20<sup>e</sup> jour de février 2019.

**MNP LTÉE**



Sheri L. Aberback, CIRP, LIT, CFE  
 Vice-présidente principale

No de Cour : 500-22-251973-189

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**COUR DU QUÉBEC**

---

**9216-0704 QUÉBEC INC.**

Partie demanderesse

- c -

**J. SLAWNER LTÉE**

Partie défenderesse

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**AVIS DE SUSPENSION DES PROCÉDURES  
(ARTICLE 69)**

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**MNP LTÉE**

1155, boul. René-Levesque O., 19e étage  
Montréal, QC H3B 4V2

Téléphone : 514 932-4115  
Télécopieur : 514 932-9195

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**500-11-056046-192**

**EXHIBIT P-7**

Request ID: 022456021  
 Transaction ID: 70163633  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2018/12/07  
 Time Report Produced: 09:55:47  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2282068	MEDIC HOLDINGS CORP.	2011/04/18
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
42 NIAGARA STREET		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
42 NIAGARA STREET		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum      Maximum
		00001      00010
Activity Classification		
NOT AVAILABLE		



Request ID: 022456021  
 Transaction ID: 70163633  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2018/12/07  
 Time Report Produced: 09:55:47  
 Page: 2

## CORPORATION PROFILE REPORT

### Ontario Corp Number

2282068

### Corporation Name

MEDIC HOLDINGS CORP.

### Corporate Name History

MEDIC HOLDINGS CORP.

### Effective Date

2016/10/11

2282068 ONTARIO INC.

2011/04/18

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:  
 Name (Individual / Corporation)

PIERRE  
 GAGNON

### Address

42 NIAGARA STREET  
  
 HAMILTON  
 ONTARIO  
 CANADA L8L 6A2

Date Began

2016/10/07

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022456021  
 Transaction ID: 70163633  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2018/12/07  
 Time Report Produced: 09:55:47  
 Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2282068

**Corporation Name**

MEDIC HOLDINGS CORP.

**Administrator:  
 Name (Individual / Corporation)**

PIERRE  
 GAGNON

**Address**

42 NIAGARA STREET  
  
 HAMILTON  
 ONTARIO  
 CANADA L8L 6A2

**Date Began**

2017/10/17

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

**Administrator:  
 Name (Individual / Corporation)**

RANDY  
 KOROLL

**Address**

42 NIAGARA STREET  
  
 HAMILTON  
 ONTARIO  
 CANADA L8L 6A2

**Date Began**

2016/11/14

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

CHIEF FINANCIAL OFFICER

**Resident Canadian**

Request ID: 022456021  
Transaction ID: 70163633  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2018/12/07  
Time Report Produced: 09:55:47  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2282068

**Corporation Name**

MEDIC HOLDINGS CORP.

**Administrator:  
Name (Individual / Corporation)**RANDY  
KOROLL**Address**

42 NIAGARA STREET

HAMILTON  
ONTARIO  
CANADA L8L 6A2**Date Began**

2017/10/17

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Request ID: 022456021  
Transaction ID: 70163633  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2018/12/07  
Time Report Produced: 09:55:47  
Page: 5

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2282068

**Corporation Name**

MEDIC HOLDINGS CORP.

**Last Document Recorded**

**Act/Code Description**

**Form**

**Date**

CIA CHANGE NOTICE

1

2017/11/09 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.



## Ontario Company Searches

Dec 7 2018 10:34 ET  
 apalabasan  
 Goldman Sloan Nash & Haber  
 LLP  
 Account ID: 11791  
 Account Balance: \$1,178.69

*Electronic Corporations Index (ECI) Details*

[Main Menu](#) | [Reports](#) | [Quick Tips](#)

Corporate Number	002282068
Current Name	MEDIC HOLDINGS CORP.
Previous Name(s)	2282068 ONTARIO INC.
Status	0 - Active
Type	A - Ontario Business Corporation
Share Capital	S - Share Capital
Jurisdiction	ONTARIO
Incorporation Date	2011-04-18

**BACK**

**ORDER  
REPORTS**

**SEARCH  
ANOTHER**

**PLEASE NOTE:** For more information on corporations inactive prior to June 27, 1992 please order a corporation microfiche as there will be NO additional information on the Corporation Profile Report.

**Disclaimer**

Neither MGS nor OnCorp undertakes any warranty, expressed or implied, regarding the accuracy of the information contained in the ECI Details above. The Corporation Details provided above do NOT substitute any report generated by MGS, using the ONBIS system.

**500-11-056046-192**

**EXHIBIT P-8**

Court File No. CV-18-00610281-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR. )

THURSDAY, THE 13<sup>TH</sup>

JUSTICE PENNY )

DAY OF DECEMBER, 2018



**ROYAL BANK OF CANADA**

Applicant

- and -

**ONTARIO ORTHOTIC LAB INC., PREMIER FOOTWORKS INC.,  
MEDIC HOLDINGS CORP., VEBA SOCK COMPANY INC.,  
2335040 ONTARIO INC. and 9339-6497 QUÉBEC INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**JUDGMENT**

**THIS APPLICATION** made by Royal Bank of Canada (“RBC”) for, amongst other things, judgment against the respondents, Medic Holdings Corp., Veba Sock Company Inc., 2335040 Ontario Inc. and 9339-6497 Quebec inc., was heard this day at Toronto, Ontario.

**ON READING** the affidavit of Peter Gordon sworn December 6, 2018 and the exhibits thereto, and on hearing the submissions of counsel for RBC and such other counsel as were

present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Alyssa Gebert sworn December 6, 2018, the affidavit of service of Kyle Plunkett sworn December 7, 2018 and the affidavit of service of Eunice Baltkois sworn December 7, 2018,

1. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 69.4 of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”), any stay of proceedings imposed by sections 69 or 69.3 of the BIA in favour of the respondents, Medic Holdings Corp. and Veba Sock Company Inc., does not operate in respect of the applicant, RBC, for the purpose of obtaining this Judgment from the Court.

2. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Medic Holdings Corp., pay to the applicant, RBC, the sum of \$3,808,262.29 together with interest thereon at the prime rate of interest determined by RBC from time to time plus five percent (5.00%) *per annum* from the 21st day of November, 2018 until the date of payment in full in respect of Medic Holdings Corp.’s guarantee of the obligations of Ontario Orthotic Lab Inc. to the applicant, RBC.

3. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Veba Sock Company Inc., pay to the applicant, RBC, the sum of \$3,808,262.29 together with interest thereon at the prime rate of interest determined by RBC from time to time plus five percent (5.00%) *per annum* from the 21st day of November, 2018 until the date of payment in full in respect of Veba Sock Company Inc.’s guarantee of the obligations of Ontario Orthotic Lab Inc. to the applicant, RBC.

4. **THIS COURT ORDERS AND ADJUDGES** that the respondent, 2335040 Ontario Inc., pay to the applicant, RBC, the sum of \$3,808,262.29 together with interest thereon at the prime rate of interest determined by RBC from time to time plus five percent (5.00%) *per annum* from



the 21st day of November, 2018 until the date of payment in full in respect of 2335040 Ontario Inc.'s guarantee of the obligations of Ontario Orthotic Lab Inc. to the applicant, RBC.

*MAP*

5. ~~THIS COURT ORDERS AND ADJUDGES~~ *Application as against* that the respondent, 9339-6497 Quebec inc., ~~pay to the applicant, RBC, the sum of \$3,808,262.29 together with interest thereon at the prime rate of interest determined by RBC from time to time plus five percent (5.00%) per annum~~ *be and is hereby adjourned to a date to be scheduled by counsel to allow for service of the Application on 9339-6497 Quebec inc.*

~~from the 21st day of November, 2018 until the date of payment in full in respect of 9339-6497 Quebec inc.'s guarantee of the obligations of Ontario Orthotic Lab Inc. to the applicant, RBC.~~

*Ray J.*

---

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

DEC 13 2018

PER / PAR:

*mm*

**ROYAL BANK OF CANADA**

- and -

**ONTARIO ORTHOTIC LAB INC. et al.**

Applicant

Respondents

Court File No. CV-18-00610281-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**JUDGMENT**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Steven L. Graff (LSUC # 31871V)**  
Tel: (416) 865-7724  
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**Jeremy Nemers (LSUC # 66410Q)**  
Tel: (416) 865-7724  
Fax: (416) 863-1515  
Email: [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)

*Lawyers for Royal Bank of Canada*



## COUNSEL SLIP

COURT FILE NO. CV-18-610281-CLDATE: DECEMBER 13, 2018No. ON LIST 8TITLE OF  
PROCEEDING

RBC v ONTARIO ORTHOTIC LAB INC. et al

Phone &amp; Fax No

COUNSEL FOR:

Plaintiff (s)

Applicant (s)

Petitioner (s)

*Jeremy Nemers  
for Royal Bank of Canada*

*T 416-863-1500  
F 416-863-1515*

Phone &amp; Fax No

COUNSEL FOR:

Defendant (s)

Respondent (s)

*Fred Taylor  
Here after being  
served with a  
courtesy copy of  
the Application Record  
on behalf of 9339-6447 Quebec Inc*

*tel (416) 363-1800  
fax (416) 363-3356*

*December 13 2018*

*In this application, counsel  
for the debtor has advised  
she is not attending today.*

The application is, with one  
exception, unopposed.

Mr. Tager represents a Que co.  
which was not served. No relief

is sought nor that co. at this time.

I am satisfied that the  
30 period should be collapsed.

There is no prospect of a  
successful New York RBC  
dominant position.

Order to show appointment  
Fulton Landon as receiver.

I am also satisfied that  
the requests for judgment  
should issue (without prejudice to  
Mr. Tager's client's position)  
Order to issue in the  
form signed by me this day.

**500-11-056046-192**

**EXHIBIT P-9**

Court File No. CV-18-00610281-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR. )

THURSDAY, THE 13<sup>TH</sup>

JUSTICE PENNY )

DAY OF DECEMBER, 2018 )



ROYAL BANK OF CANADA

Applicant

- and -

ONTARIO ORTHOTIC LAB INC., PREMIER FOOTWORKS INC.,  
MEDIC HOLDINGS CORP., VEBA SOCK COMPANY INC.,  
2335040 ONTARIO INC. and 9339-6497 QUEBEC INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER**  
(appointing Receiver)

THIS APPLICATION made by Royal Bank of Canada ("RBC") for an Order pursuant to sections 50.4(11), 57.1 and 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") to, amongst other things, appoint The Fuller Landau Group Inc. ("FLG") as receiver (in such capacity, the "Receiver") without security, of all the assets, undertakings and properties of each of Ontario Orthotic Lab Inc. (the "Borrower") and Premier Footworks Inc. (the "Secured Guarantor", and together with the Borrower, the "Debtors") acquired for, or

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used in relation to a business carried on by any of the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Peter Gordon sworn December 6, 2018 and the exhibits thereto, and on hearing the submissions of counsel for RBC and such other counsel as were present and list on the Counsel Slip, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Alyssa Gebert sworn December 6, 2018, the affidavit of service of Kyle Plunkett sworn December 7, 2018 and the affidavit of service of Eunice Baltkois sworn December 7, 2018, and on reading the consents of FLG to act as: (i) the trustee of the Ontario Parent Guarantor (as defined herein); and (ii) the Receiver,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

#### **TERMINATION OF NOI PROCEEDINGS AND RELATED RELIEF**

2. **THIS COURT ORDERS AND DECLARES** terminated the 30-day statutory period specified by section 50.4(8) of the BIA (or any extension thereof granted under section 50.4(9) of the BIA) in respect of the notices of intention to make a proposal filed on December 3, 2018 (each an "NOI") by the Borrower, the Secured Guarantor, Medic Holdings Inc. (the "**Ontario Parent Guarantor**") and Veba Sock Company Inc. (the "**Veba Guarantor**"), such that, for greater certainty, each of the Borrower, the Secured Guarantor, the Ontario Parent Guarantor and the Veba Guarantor is deemed by section 50.4(11) of the BIA to have made an assignment in bankruptcy effective immediately.

3. **THIS COURT ORDERS** that pursuant to section 57.1 of the BIA, FLG is hereby appointed as trustee of the Ontario Parent Guarantor in lieu of the trustee appointed under the NOI filed by the Ontario Parent Guarantor.

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## APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, FLG is hereby appointed Receiver, without security, of all the assets, undertakings and properties of each of the Debtors acquired for, or used in relation to a business carried on by any of the Debtors, including all proceeds thereof (the "**Property**").

## RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or any one of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of any of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise



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of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

- (e) to make payment of any and all costs, expenses and other amounts that the Receiver determines, in its sole discretion, are necessary or advisable to preserve, protect or maintain the Property, including, without limitation, taxes, municipal taxes, insurance premiums, repair and maintenance costs, costs or charges related to security, management fees and any costs and disbursements incurred by any manager appointed by the Receiver;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any one of them, or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors and to exercise all remedies of the Debtors, or any one of them, in collecting such monies, including, without limitation, to enforce any security held by any of the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to any of the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property (including, without limitation and for greater certainty, in respect of any securities in which any of the Debtors may have an interest), whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
  - (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
    - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
    - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or such other equivalent statute in other jurisdictions as may be applicable, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
  - (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
  - (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
  - (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

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on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have;
- (s) to file an assignment in bankruptcy with the Official Receiver on behalf of any of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

6. **THIS COURT ORDERS** that (i) each of the Debtors, (ii) all of each of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on any of the Debtors' instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, freight forwarders, brokers, other third-party logistics providers, warehouses, third party warehouses or other entities of any nature having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting

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records, and any other papers, records and information of any kind related to the business or affairs of any of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

9. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

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upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

10. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST ANY OF THE DEBTORS OR THE PROPERTY**

11. **THIS COURT ORDERS** that no Proceeding against or in respect of any of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

12. **THIS COURT ORDERS** that all rights and remedies against each of the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or any of the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

13. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with any of the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Debtors are 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 entitled to the continued use of each of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, 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 normal payment practices of the Debtors 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.

### **RECEIVER TO HOLD FUNDS**

15. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

16. **THIS COURT ORDERS** that the Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

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## PIPEDA

17. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable *Environmental Legislation*. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any *Environmental Legislation*, unless it is actually in possession.

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### **LIMITATION ON THE RECEIVER'S LIABILITY**

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may



- 12 -

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This

- 13 -

Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors' name from the active files menu on the following

URL: <https://fullerllp.com/selected-active-engagements/>. *Nothing in this Order entitles the Applicant to serve an originating process on 9339-6497 Quebec inc. by any method other than in accordance with the Rules.* MAP

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Person, court, tribunal, regulatory or administrative body located or having jurisdiction in Canada or in the United States, as applicable, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All Persons, courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.


31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

- 14 -

32. **THIS COURT ORDERS** that RBC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of RBC's security or, if not so provided by RBC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

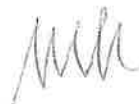
34. **THIS COURT ORDERS** that a copy of this Order be placed in the following Court files: 32-2450927, 32-2450923, 32-2450948 and 32-2451034.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

DEC 13 2018

PER / PAR:



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that The Fuller Landau Group Inc., the receiver (the "**Receiver**") of all the assets, undertakings and properties that Ontario Orthotic Lab Inc. (the "**Borrower**") and Premier Footworks Inc. (the "**Secured Guarantor**", and together with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by any of the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 13th day of December 2018 (the "**Order**") made in an application having Court file number CV-18-00610281-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The Fuller Landau Group Inc.**, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

ROYAL BANK OF CANADA

Applicant

- and -

ONTARIO ORTHOTIC LAB INC. et al.

Respondents

Court File No. CV-18-00610281-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**ORDER  
(appointing Receiver)**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
Suite 1800, Box 754  
181 Bay Street  
Toronto, ON M5J 2T9

**Steven L. Graff (LSUC # 31871V)**  
Tel: (416) 865-7724  
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**Jeremy Nemers (LSUC # 66410Q)**  
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*Lawyers for Royal Bank of Canada*

**500-11-056046-192**

**EXHIBIT P-10**


 AUDIT  
 TAX  
 ADVISORY

December 28, 2018

VIA: EMAIL [wayne@medicholdings.com](mailto:wayne@medicholdings.com), REGULAR MAIL, and REGISTERED MAIL.

J.Slawner Ltee (o/a Slawner Ortho)  
 4980 Jean-Talon Ouest  
 Montreal, QC, H4P 1W9

Attention: Wayne Cockburn

Dear Sir:

Re: **Indebtedness owing by J.Slawner Ltee ("Slawner") to  
Medic Holdings Corp. ("Medic")**

On December 13, 2018, Medic was adjudged bankrupt and the Fuller Landau Group Inc. was appointed Trustee (the "Trustee") of Medic pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Bankruptcy Order"). A copy of the Bankruptcy Order is enclosed with this letter.

From the Trustee's initial review of Medic's books and records, the following amounts are owing by Slawner for principal as at the close of business on December 13, 2018:

Amount payable as of December 13, 2018	\$85,224.00
--	-------------

<b>Total Indebtedness</b>	<b><u>\$85,224.00</u></b>
---------------------------	---------------------------


The Trustee is hereby making formal demand for payment of the outstanding indebtedness of \$85,244.00. Payment is required to be made no later than January 14, 2019.

If payment of the indebtedness is not received by January 14, 2019, the Trustee shall take whatever steps it may consider necessary or appropriate to recover the indebtedness.

Please govern yourself accordingly.

Yours very truly,

**The Fuller Landau Group Inc.**  
 Licensed Insolvency Trustee of Medic Holdings Corp.

  
 Per Joshua Samson





AUDIT  
TAX  
ADVISORY

December 28, 2018

VIA: EMAIL [wayne@medicholdings.com](mailto:wayne@medicholdings.com), REGULAR MAIL, and REGISTERED MAIL

J.Slawner Ltee (o/a Slawner Ortho)  
4980 Jean-Talon Ouest  
Montreal, QC,  
H4P 1W9

Attention: Wayne Cockburn

Dear Sir:

Re: **Indebtedness owing by J.Slawner Ltee ("Slawner") to Ontario Orthotic Lab Inc. ("OO Lab")**

The Fuller Landau Group Inc. ("FLG") was appointed receiver of OO Lab ("Receiver") pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), issued on December 13, 2018 (the "Receivership Order"). A copy of the Receivership Order is enclosed with this letter.

Pursuant to the Receivership Order, the Receiver is empowered and authorized to, amongst other things, receive and collect all monies and accounts now owed or hereinafter owing to OO Lab, and to exercise all remedies of OO Lab in collecting such monies including, without limitation, to enforce any security held by OO Lab and to initiate, prosecute and continue prosecution of any and all proceedings with respect to OO Lab.

From the Receiver's initial review of OO Lab's books and records, the following amounts are owing by Slawner for principal as at the close of business on December 13, 2018:

Amount payable as of December 13, 2018	\$827,486.99
<b>Total Indebtedness</b>	<b><u>\$827,486.99</u></b>

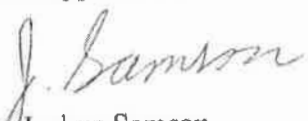
The Receiver is hereby making formal demand for payment of the outstanding indebtedness of \$827,486.99. Payment is required to be made no later than January 14, 2019.

If payment of the indebtedness is not received by January 14, 2019, the Receiver shall take whatever steps it may consider necessary or appropriate to recover the indebtedness.

Please govern yourself accordingly.

Yours very truly,

**The Fuller Landau Group Inc.**  
Court Appointed Receiver of Ontario Orthotic Lab Inc.

  
Per: Joshua Samson



AUDIT  
TAX  
ADVISORY

December 28, 2018

VIA: EMAIL [wayne@medicholdings.com](mailto:wayne@medicholdings.com), REGULAR MAIL, and REGISTERED MAIL

J.Slawner Ltee (o/a Slawner Ortho)  
4980 Jean-Talon Ouest  
Montreal, QC,  
H4P 1W9

Attention: Wayne Cockburn

Dear Sir:

Re: **Indebtedness owing by J.Slawner Ltee ("Slawner") to Premier Footworks Inc. ("Premier")**

The Fuller Landau Group Inc. ("FLG") was appointed receiver of Premier ("Receiver") pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), issued on December 13, 2018 (the "Receivership Order"). A copy of the Receivership Order is enclosed with this letter.

Pursuant to the Receivership Order, the Receiver is empowered and authorized to, amongst other things, receive and collect all monies and accounts now owed or hereinafter owing to Premier, and to exercise all remedies of Premier in collecting such monies including, without limitation, to enforce any security held by Premier and to initiate, prosecute and continue prosecution of any and all proceedings with respect to Premier.

From the Receiver's initial review of Premier's books and records, the following amounts are owing by Slawner for principal as at the close of business on December 13, 2018:

Amount payable as of December 13, 2018	\$94,318.00
<b>Total Indebtedness</b>	<b><u>\$94,318.00</u></b>

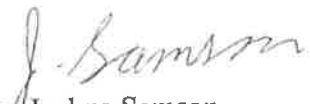
The Receiver is hereby making formal demand for payment of the outstanding indebtedness of \$94,318.00. Payment is required to be made no later than January 14, 2019.

If payment of the indebtedness is not received by January 14, 2019, the Receiver shall take whatever steps it may consider necessary or appropriate to recover the Indebtedness.

Please govern yourself accordingly.

Yours very truly,

**The Fuller Landau Group Inc.**  
Court Appointed Receiver of Premier Footworks Inc.



Per: Joshua Samson

**500-11-056046-192**

**EXHIBIT P-11**

**500-11-056046-192**

**EXHIBIT P-12  
(Appendix  
"C" Under  
Seal)**

CANADA  
 PROVINCE OF QUEBEC  
 DISTRICT OF QUEBEC

S U P E R I O R C O U R T  
 (Commercial Division)

DIVISION NO.: 01-MONTREAL  
 COURT NO.: 500-11-056046-192

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

**J. SLAWNER LTÉE.**, a corporation existing under the laws of Québec, having its head office at 4980 Jean-Talon West, Montreal, QC, H4P 1W9

**Debtor**

-and-

**MNP Ltd.**

**Trustee**

---

**REPORT OF THE TRUSTEE TO THE NOTICE OF INTENTION  
 SUBMITTED IN CONJUNCTION WITH THE MOTION BY THE DEBTOR SEEKING AN AUTHORIZATION TO SELL  
 ASSETS OF THE DEBTOR, TO ASSIGN CERTAIN LEASES AND FOR A VESTING ORDER**  
 (Sections 65.13 and 84.1 of the *Bankruptcy and Insolvency Act* (“*BIA*”))

---

MNP Ltd. (“**MNP**” or the “**Trustee**”), in its capacity as Trustee to the Notice of Intention to make a Proposal (“**NOI**”) of the Debtor (“**Slawner**” or the “**Company**”, hereby reports to the Court on a Motion for the issuance of an order to approve the sale by Slawner outside of the ordinary course of business to 9393-1681 Québec Inc. (the “**Purchaser**”) of all of the Debtor’s rights, title and interest in substantially all its assets as described below in **Section G** (the “**Purchased Assets**”) and to assign certain real property leases to the Purchaser and to grant the Purchased Assets to the Purchaser free and clear of all liens, hypothecs and charges (“**Transaction**”).

**A. INTRODUCTION**

1. On February 19, 2019, the Company filed a NOI and MNP was appointed as Trustee to the NOI, as set out in the records of the Court.

2. On February 22, 2019, the Trustee sent to all known creditors of Slawner a copy of the NOI (**Appendix A**) and filed, on February 25, 2019, with the official receiver the statement of cash-flow for the period of February 11 to May 17, 2019 (**Appendix B**).
3. The purpose of the Trustee's report ("**Report**") is to:
  - i. Provide the Court with:
    - a. An overview of the Debtor's background information and operations;
    - b. Information on the Debtor's liabilities and assets;
    - c. Summary of events preceding the Motion; and
    - d. A description of the solicitation process.
  - ii. Summarize the key elements of the Asset Purchase Agreement between the Debtor and the Purchaser (the "**Offer**" or "**APA**"— included in the Motion as **Exhibit P-3 Under Seal**);
  - iii. Ask this Court:
    - a. To authorize the sale of the Debtor's assets to the Purchaser, under the terms and conditions of the accepted APA;
    - b. That all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Proposed Purchaser, free and clear of any security, charge or other restriction;
    - c. To authorize the transfer of the rights and obligations of the Debtor in the leases identified in **Section G** below;
    - d. To authorize the termination of the lease identified in **Section G** below;
    - e. Sealing the confidential expert evaluation firm report from Services FL (**Appendix C**) and the Trustee's comparison of the Offer compared with a bankruptcy scenario (Schedule 1 to **Appendix C**) to prevent this information from becoming publicly available.

## **B. RESTRICTIONS AND LIMITATIONS**

4. In preparing this Report, the Trustee has relied upon unaudited financial information prepared by the Debtor, the Debtor's books and records, and discussions with the Debtor's management and legal counsel.
5. MNP has not audited, reviewed or attempted to verify the completeness and accuracy of the information in accordance with the recognized principles of the Canadian Institute of Chartered Accountants ("**CICA**"), and as such MNP is not providing any opinion on the financial information provided to it by the Debtor's representatives.



6. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars.

### **C. BACKGROUND ON THE DEBTOR AND ITS OPERATIONS**

7. Although officially created on September 1, 2016, Slawner has been offering orthopedic services since 1952. As at January 25, 2019, the Company was employing 37 people and was operating from six (6) places of business in the province of Québec:
  - a. 4980 Jean-Talon West, Montreal;
  - b. 2377 Principale Street, Suite 200, Magog;
  - c. 3755 Cote Ste-Catherine Road, Montreal (Jewish General Hospital Auxiliary);
  - d. 230 Brisebois Blvd, Chateauguay;
  - e. 185 St-Jean Baptiste Blvd, Chateauguay;
  - f. 5949 Belanger East, St-Leonard, Montreal;
8. Slawner is a wholly owned subsidiary of Medic Holdings Corp., formerly known as 2282068 Ontario Inc. (“**Medic**”). As such, Slawner is part of a group of companies that was operating in the orthopedic services business in Canada and known as Medic Group.
9. Following the bankruptcy of Medic in December 2018, Slawner could no longer rely on its shareholder to support its operations and supply the funds necessary to cover the needs of its cash flow projections.
10. Slawner has no secured credit facilities nor any operating facilities with a financial institution and no ability to finance its operations other than from actual cash receipts.
11. Slawner had no liquidities to meet its ongoing liabilities and was facing an eminent eviction in one of its key leasing properties. In order to prepare for a sale of its business and property as a going concern, preserve the employment of its employees, mitigate potential losses to customers, landlords and suppliers and provide value for its creditors, the Company filed a NOI.

### **D. INDEBTEDNESS OF THE DEBTOR**

#### **Secured Creditors**

12. As at February 19, 2019, date of the filing of the NOI, the Company has secured creditors on assets that are excluded from the Purchased Assets. Furthermore, two of the Company’s landlords have registered a hypothec on the universality of the Debtor’s movable property.

13. As the hypothecs in favor of the landlords become ineffective and unopposable upon application of the scheme of distribution under section 136 of the BIA, the Company has no creditors affected by the purchase Offer.
14. Furthermore, as explained below in the factors to be considered in the evaluation of the Offer, the creditors will benefit from the proposed Transaction.

#### **Unsecured Creditors**

15. The Debtor has total unsecured payables owing of \$1,726,771 as at February 19, 2019, date of the filing of the NOI by the Debtor.

#### **Preferred Creditors**

16. The Debtor has amounts payables to Preferred Creditors of \$82,398 as at February 19, 2019, date of the filing of the NOI by the Debtor.

#### **E. ASSETS OF THE DEBTOR**

17. The assets of the Debtor include:
  - a. The inventory located at the places of business of the Debtor, as described in the evaluation report of Service FL (**Appendix C - Under Seal**);
  - b. The equipment located at the places of business of the Debtor, as described in the evaluation report of Service FL (**Appendix C – Under Seal**);
  - c. The intellectual property of the Debtor, including, without limitation, the trademarks, copyrights, Websites and Domain Names;
  - d. The accounts receivable;
  - e. The rights that the Debtor may have in certain equipment subject to a specific security or charge, as identified in the evaluation report of Service FL (**Appendix C – Under Seal**);
  - f. The rights that the Debtor may have in certain lease agreements.

#### **F. DESCRIPTION OF THE SOLICITATION PROCESS**

18. As of December 2018, following the bankruptcy of Medic, the sole shareholder of Slawner, a sales process was conducted by the management of Slawner with the knowledge of the Fuller Landau Group Inc., the court appointed as:
  - a. Receiver to the assets of Medic and to the assets of related companies Ontario Orthopedic Lab Inc. and Premier Footworks Inc., at the request of Royal Bank of Canada; and
  - b. Trustee to the bankruptcy of Medic (Order included in the Motion as **Exhibit P-9**)

19. Fuller Landau Group Inc, as a receiver of Medic, Ontario Orthopedic Lab Inc. and Premier Footworks Inc, are unsecured creditors in the amount of \$1,007,029, representing nearly 60% of the total unsecured creditors.
20. Prior to the receivership and bankruptcy of Medic and its related companies, a sale and investor solicitation process were conducted beginning in the first half of 2018 to address Medic's financial difficulties.
21. Management solicited the Canadian private healthcare market for opportunities and engaged the services of an investment banker to explore equity and capital raising and merger options.
22. Two (2) potential opportunities were seriously explored in the summer of 2018 but no transactions were concluded due to Medic's financial difficulties.
23. The Purchaser was then identified in August 2018 for a potential sale of assets that never materialized.
24. The Receiver and the secured creditors were made aware of the sale and solicitation process conducted by the Management of Slawner. Through this process, Management identified the Purchaser for the assets of Slawner.
25. The Debtor was able, with the assistance of the Trustee, to finalize an agreement for the sale of the Purchased Assets to the Purchaser, a subsidiary of The Clinic Network Inc, a significant Canadian company in the field of personal health services.
26. The Fuller Landau Group Inc. has confirmed to the undersigned that it does not oppose the sale to the Purchaser, or the Motion as presented.

#### **G. DESCRIPTION OF THE OFFER**

27. The proposed Transaction provides for the sale of the following, referred to as the "**Purchased Assets**":
  - a. All fixed and moveable assets (included in the Motion as **Schedule E of the APA**);
  - b. All inventory;
  - c. All intellectual property, and
  - d. All related books and records including any permits.
28. Any assets not part of the Purchased Assets are excluded from the Transaction ("**Excluded Assets**"). It includes, without limitation, any accounts receivable, cash or cash equivalent, insurance or insurance claims, tax refund, and all obligation and liabilities associated with such Excluded Assets.

29. The proposed Transaction provides for the transfer, subject to payment of the applicable monetary cure costs to each respective landlord within five (5) business days from the closing, the following real property lease agreements:
- a. 4980 Jean-Talon West, Montreal;
  - b. 2377 Principale Street, Suite 200, Magog;
  - c. 3755 Cote Ste-Catherine Road, Montreal (Jewish General Hospital Auxiliary);
  - d. 230 Brisebois Blvd, Chateauguay;
30. The Debtor will issue a notice of disclaimer of real property commercial leases under section 65.2 of the BIA to the Landlords of the following locations:
- a. 185 St-Jean Baptiste Blvd, Chateauguay;
  - b. 5949 Belanger East, St-Leonard, Montreal.
31. The Transaction provides for the assignment of all obligations and liabilities of the Company in respect with the transferred employees (approximately 29 employees).
32. Subject to closing of the Transaction, the Purchaser will cover certain legal costs of the Debtor necessary for the Transaction, which costs the Debtor is unable to pay from its current cash receipts.
33. The Offer provides for an “as is, where is” sale. There are no meaningful closing representations or warranties as to the Purchased Assets by Slawner.
34. The Transaction contemplated in the Offer is conditional upon, inter alia, the issuance of an order by this Court vesting all of the Debtor’s rights, title and interest in and to the Purchased Assets free and clear of any security, charge or other restriction and authorizing the assignment of certain leases for operating premises.
35. The Transaction must be closed before March 11, 2019, as appears from section 5.3 of the Offer. Failing which the Offer becomes null and void and the Purchaser will no longer be willing to purchase the Slawner business.

#### **H. FACTORS TO BE CONSIDERED IN THE EVALUATION OF THE OFFER**

36. The Trustee’s evaluation of the proposed Transaction, hinges on two major factors; the urgency of the situation and the probability of obtaining a better offer.

**Urgency of the situation**

37. The Debtor is currently under creditor protection under the BIA and has limited time to restructure its affairs. Furthermore, it is unable to meet its financial obligations with the current cash-flows generated from the operations;
38. The Debtor does not have any credit facilities nor any operating facilities with a financial institution to support its needs of funds, or the capacity to obtain the required alternate financing to complete its restructuring.
39. The shareholders of the Debtor are bankrupt and cannot support the business.
40. Any additional market canvassing will require at least 4 to 6 weeks.
41. The current Offer, which would be concluded as a going concern of the company, will provide more value for the creditors compared to a sale completed in a bankruptcy process. As shown below, a bankruptcy would result in an important decrease in value for the creditors, hence the urgency to complete the Transaction before the Company faces complete financial incapacity of operating.

**Probability of obtaining a better offer**

42. . The management of Slawner had spent many months pre-NOI searching for a merger, an investor and/ or sale, for both Slawner and the Ontario companies as a group. It is unlikely that some previously unknown buyer would now be found at this late stage with a better offer than that of the proposed Purchaser;
43. The proposed Purchaser will hire 29 of the 37 current employees and assume the employer's liability, including but limited to any vacation and wage liability whether accruing or arising prior to or following the date of the closing of the Transaction.
44. The proposed Purchaser agrees to pay all necessary costs for curing any defaults, paying any arrears, or performing any obligations under or with respect to the transferred leases.
45. Due to the nature of the business and the aforementioned factors, particularly the time constraints and the lack of cash-flow to finance the operation, additional market canvassing will likely not result in a better offer.
46. Consequently, the Debtor has two options – sale of the business to the proposed Purchaser for the Purchase Price or a liquidation of the Debtor's assets.
47. In order to estimate the liquidation value of the inventory and equipment, the Trustee engaged the services of an expert evaluation firm, Services FL. The evaluator concluded that the gross realisation

value of the Debtor's asset would be substantially lower than the Offer. Service FL's valuation report dated February 19, 2019 and the Trustee's comparison of the Offer compared with a bankruptcy scenario is attached as **Appendix C and Schedule 1 to Appendix C under Seal**.

## I. CONCLUSION AND RECOMMENDATION

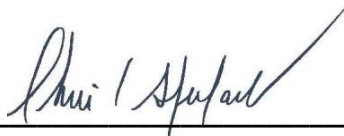
48. The Trustee is of the opinion that the proposed Transaction is the best in the circumstances for the following reasons:

- a. The solicitation process conducted by the Debtor was commercially reasonable given the circumstances;
- b. The purchase price is substantially higher than the liquidation value of the Debtor's assets;
- c. The purchase price set out in the Offer is fair and commercially reasonable and was arrived at in a commercially reasonable manner;
- d. An alternative process will not likely increase the potential realization value;
- e. The Transaction allows the safeguarding of multiple jobs;
- f. The Transaction allows the payment of arrears of the majority of the landlords;
- g. The majority of unsecured creditors in value have been informed and do not oppose the Transaction.

49. Provided this Court issues the Trustee and Approval Orders, the Trustee will carry out the proposed Transaction.

DATED AT MONTREAL, this 5<sup>th</sup> day of March 2019

**MNP LTD.** In its capacity as Trustee  
to the Notice of Intention of J. Slawner Ltée.



**Sheri L. Aberback, CIRP, LIT, CFE**  
**Senior Vice-President**

## **APPENDIX A**

**CANADA  
DISTRICT DE QUÉBEC**

**COUR SUPÉRIEURE  
Chambre commerciale**

**No DIVISION: 01-Montréal  
No COUR: 500-11-056046-192  
No SURINTENDANT: 41-2476571**

**DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :**

**J. SLAWNER LTÉE**

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**AFFIDAVIT DE MISE À LA POSTE**

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Je, soussignée, Hassna Ait Hassain, adjointe administrative exerçant ma profession au sein de MNP LTÉE, domiciliée dans la ville de Montréal, province de Québec, et ayant dûment été assermentée, témoigne et déclare:

1. QUE le 22<sup>e</sup> jour de février 2019, j'ai fait expédier par courrier régulier et/ou courriel et/ou télécopieur à tous les créanciers de l'avis d'intention de proposition précitée dont les noms et adresses sont plus particulièrement identifiés à l'annexe "A" ci-jointe, au Surintendant des Faillites et au Registraire, les documents suivants:
  - a) Avis d'intention de faire une proposition;
  - b) Liste des créanciers.

**ET J'AI SIGNÉ**

ASSERMENTÉ devant moi à  
Montréal, District de Québec  
Ce 22<sup>e</sup> jour de février 2019

  
\_\_\_\_\_  
Commissaire à l'assermentation  
pour le Québec







## Creditor Mailing List

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In the matter of the proposal of  
**J. SLAWNER LTÉE**  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Director	Wayne Cockburn		42 Niagara Street Hamilton ON L8L 6A2
Preferred	9216-0704 QUEBEC INC		230, boul. Brisebois, Suite 501 Châteauguay QC J6K 0G6
	ADLEXCO MANAGEMENT LTD (JEAN TALON)		5000, Jean-Talon West, Suite 200 Montreal QC H4P 1W9
	CTRE READ. MEDECINE SPORTIVE		185, St-Jean-Baptiste #400 Châteauguay QC J6K 3B4 Fax: (450) 692-3535
	IMMEUBLES MARCHE ST LEONARD INC.		4120, rue Saint-Catherine O. 5ieme Étage Westmount QC H3Z 1P4 Fax: (514) 354-9019
	JEWISH GENERAL HOSPITAL AUXILIARY		3755, Côte Saint-Catherine Rd Montreal QC H3T 1E2
Secured	Gaz Métro Plus sec		Chaudière 1250, rue Nobel, #250 Boucherville QC J4B 5H1
	Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto)	Jennifer Kyle	800-40 Sheppard Ave W North York ON M2N 6K9 jennifer.kyle@meridianonecap.ca
	RBC Royal Bank c/o BankruptcyHighway.com	Razel Bowen	2012 Ford T-Connect PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net
	Roynat - Québec	Huguette Lavoie	Photocopier 970 - 100 boul Alexis-Nihon Saint-laurent QC H4M 2P5 Fax: (514) 744-0252 huguette.lavoie@roynat.com
Unsecured	9059-5398 QUEBEC INC		5300, boul. St-Laurent, Suite 100 Ville de Saint-Catherine QC J5C 1A7
	9155-4956 Quebec Inc		2377, rue Principale Ouest Magog QC J1X 0J4
	9230-7867 QUEBEC INC		7015, boul. Gouin Est Montreal QC H1E 5N2
	ABE COHEN INC.		8145-B ch. Devonshire Montreal QC H4P 2K6 Fax: (514) 731-3448
	ACTION O & P		310, av. Liberté Candiac QC J5R 6X1 Fax: (450) 638-5551
	ACTION PRODUCTS INC.		954, Sweeny Drive Hagerstown MD 21740 USA Fax: (301) 733-2073
	ADMACO BUSINESS MACHINES LTD		5525, rue Pare Montreal QC H4P 1P7 Fax: (514) 341-3167

Annexe "A"

# Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	Agence du revenu du Québec	Direction régionale du recouvrement	Secteur R23CPF - 3ième étage 1600 Rene-Lévesque Ouest Montréal QC H3H 2V2 Fax: (514) 285-3833
	ALLEGRA O/B/ 1215553 ONTARIO LTD		255, York Boulevard Hamilton ON L8R 1Y7 Fax: (905) 529-0344
	ALMEDIC (1975) LTEE		4900, boul. Côte-Vertu Montreal QC H4S 1J9 Fax: (514) 337-4945
	AMG MEDICAL INC.		8505, ch. Dalton Montreal QC H4T 1V5 Fax: (514) 737-6572
	ANDREE ANNE FORTIN		860A, Marie-Anne Est Montreal QC H2J 2A9
	ARC - Taxe - Québec		Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (800) 567-9325 cra-arc_tax-fisc_ins_t-f_g@cra-arc.gc.ca
	BELL CANADA		Case Postale 8713, Succ. Centre-Ville Montreal QC H3C 4L6
	BEST BUY MEDICAL SUPPLIES INC		507, Main St Shediac NB E4P 2C4 Fax: (877) 882-2025
	BI-OP INC		30. ch. du Golf Ouest Saint-Charles-Borromée QC J6E 8X6 Fax: (514) 755-4969
	BILODEAU ALAIN		UNKNOWN ...
	BIONESS		25103, Rye Canyon Loop Valencia CA 91355 USA Fax: (888) 362-4851
	BLONDO CANADA SML ACQUISITION CORP		2328, rue Cohen Ville-St-Laurent QC H4R 2N8 Fax: (450) 585-6945
	BOUTHILLETTE JULIE		UNKNOWN ...
	BSN MEDICAL INC.		4455, Autoroute Laval O. Suite 255 Laval QC H7P 4W6 Fax: (877) 978-9703
	CAFE GRAN SASSO		4830, boul. Côte-Vertu Ouest Ville-St-Laurent QC H4S 1J9 Fax: (514) 931-4078
	CANADA POST CORPORATION		2701, Prom. Riverside #E680 A Ottawa ON K1A 1L7 Fax: (613) 734-9092
	CANADIAN HOSPITAL SPECIALTIES		2810, Coventry Rd Oakville ON L6H 6R1 Fax: (905) 825-9600

## Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	CANSEW INC		111, Chabanel Ouest Montreal QC H2N 1C9 Fax: (514) 385-5530
	CASCADE		P.O Box 203606 Dallas TX 75320-3606 USA Fax: (530) 879-1571
	CENTRE WEST COMMUNITY HEALTH CORPORATION		2100, av. Marlowe Montreal QC H4A 3L5
	CHAUSSURES PORTOFINO		840, Colombière Est Québec QC G1J 1E3 Fax: (418) 622-8226
	COLLINS CHAUSSURES ET VETEMENT		444, av. de Lasalle Montreal QC H1V 2J1 Fax: (514) 526-1450
	CONTINENT GLOBE CORP.		3190, rue F.X. Tessier Vaudreuil-Dorion QC J7V 5V5 Fax: (514) 920-0671
	CORE PRODUCTS INTERNATIONAL		808, Prospect Ave. Osceola WI 54020 USA
	DEEP CREEK PRECISION MFG.		15285, Conc. 8-9 Crysler ON K0A 1R0
	Dell Financial Services Canada Ltd.		501 - 155 Gordon Baker Road North York ON M2H 3N5 Fax: (844) 833-9692 ca_dfs_canada_care@Dell.com
	DJO CANADA INC		6485, Kennedy Rd Mississauga ON L5T 2W4 Fax: (866) 866-5032
	DRIVE MEDICAL		P.O Box 15873, Station A, Lock Box 15873, Toronto ON M5W 1C1 Fax: (416) 785-5916
	EMBALLAGE KAUFMAN INC		9190, Charles de Latour Montreal QC H4N1M2 Fax: (514) 389-7341
	EQUIPEMENT DELISLE INC.		9395, boul. St-Laurent Montreal QC H2N 1P6 Fax: (514) 381-0092
	EQUIPMENTS CONFORTECK INC		2075, rue Sigouin Drummondville QC J2C 6P8 Fax: (819) 477-2099
	EXTINCTEUR INTER-CITE		3173, rue Hochelaga Montreal QC H1W 1G4 Fax: (514) 525-4436
	EZSELECTION.CA		61, Telson Rd, Unit 2 Markham ON L3R 1E4
	FEDERAL EXPRESS CANADA LTD.		P.O Box 4626, Toronto STN A Toronto ON M5W 5B4 Fax: (800) 548-3020
	FEMBRACE CANADA		179, Carre Andre-Ouellet Boisbriand QC J4E 4H4 Fax: (450) 437-3212
	FIBERLINKS TEXTILES INC		195, boul. Brunswick Pointe-Claire QC H9R 4Z1 Fax: (514) 356-0055

## Creditor Mailing List

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In the matter of the proposal of  
**J. SLAWNER LTÉE**  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	FOURNITURES DE BUREAU DENIS		2990, boul. Le Corbusier Laval QC H7L 3M2 Fax: (450) 687-7386
	G.O. MEDICAL		1042, rue de Parfondeval Boucherville QC J4B 6C2
	GALIEN		2017, rue Cunard Laval QC H7S 2N1 Fax: (450) 629-9895
	GLOBAL UPHOLSTERY		560, Supertest Rd, P-CT#2 Downsview ON M3J 2M6 Fax: (416) 787-8042
	GO ENVIRONNEMENT		C.P.: 65024, Succ. Aux 4 Coins Rosemère QC J7A 4P1
	GRAVITE		215, boul. Jean-Leman 215 Candiac QC J5R 6Z8
	HARVY SURGICAL SUPPLY CORP.		34-35 Collins Place Flushing NY 11354-2790 USA Fax: (718) 939-1222
	HEALTHCRAFT PRODUCTS INC		2790, Fenton Rd Ottawa ON K1T 3T7 Fax: (613) 619-9992
	HOMEDICS GROUP CANADA CO.		6460, Kennedy Road, Unit 6 Toronto ON L5T 2X4 Fax: (416) 785-5862
	Hydro-Québec	Service de Recouvrement	3ème étage 140 boul Crémazie O Montréal QC H2P 1C3 Fax: (877) 858-2886
	ICER'S INC		135, Melissa St. Unit 1 Fredericton NB E3A 6V9 Fax: (506) 450-2600
	INDIGO PARC CANADA INC		230, boul. Brisebois, #501 Châteauguay QC J6K 0J6
	INVACARE CANADA LP		570, Matheson Blvd East Mississauga ON L4Z 4G4 Fax: (800) 668-5478
	IP4B		9600, boul. du Golf Montreal QC H1J 2Y7
	JANECO		5436, av. Royalmount Montreal QC H4P 1H7
	JARELL		4810, rue Jean-Talon O, #210 Montreal QC H4P 2N5 Fax: (514) 344-9977
	JOLICOEUR LOCATION D'UNIFORMES		4132, rue Parthenais Montreal QC H2K 3T9 Fax: (514) 521-5419
	Jose Cardoso		4980 Jean-Talon Ouest Montreal / H4P 1W9
	JUZO CANADA		1100 Burloak Dr, Suite 300 Burlington ON L7L 6B2 Fax: (800) 645-2519
	LALLIER GUYLAINE		9301, av. Bretonvilliers Montreal QC H2M 2A9

## Creditor Mailing List

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In the matter of the proposal of  
**J. SLAWNER LTÉE**  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	LANDIS INTERNATIONAL INC.,		800, rue Rossiter Saint-Jean-sur-Richelieu QC J3B 8J1 Fax: (450) 359-9619
	LATROUS ANIS		410, av. Copernic Laval QC H7N 2E1
	LES AGENCES DIRABEC INC.		8023, rue Alfred Ville d'Anjou QC H1J 1J3
	LES ENTREPRISES HED ROSSI LTEE		1000, Marlboro Dr, Suite101 Mont-Royal QC H4P 1C1 Fax: (514) 341-6986
	LES INSTALLATION BYE INC.		60 St-Joseph Blvd Lachine QC
	LES VERRIERES DU GOLF		UNKNOWN . ...
	LEVY PILOTTE		5250, boul Decarie, Suite 700 Montreal QC H3X 3Z6 Fax: (514) 488-5145
	LYMPHEDEMA ASSOCIATION OF QUEBEC		6565, Saint-Hubert Street Montreal QC H2S 2M5
	M.J. MARKELL SHOE CO.INC.		P.O. Box 246, 504 Saw Mill Rd Yonkers NY 10702-0246 USA
	MCARTHUR MEDICAL SALES INC.		1846, 5th Concession Rd W., P.O BOX 7 Rockton ON L0R 1X0 Fax: (519) 622-1142
	Medic Holding Corp. (bankrupt)		c/o: The Fuller Landau Group Inc. (Trustee) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4
	MOORE PEARSALL LEATHERS INC.		4110, blvd. Thimens St-Laurent QC H4R 2B9
	MYRDAL ORTHOPEDIC TECHNOLOGIES		837, Sargent Ave. Winnipeg MB R3E 0C1 Fax: (204) 775-2252
	NATIONAL SHOE SPECIALTIES LTD		3015, Kennedy Rd, #17 Scarborough ON M1V 1E7 Fax: (800) 387-5246
	NORSK FITNESS INC.		2100, rue Saint-Patrick Montreal QC H3K 1B2 Fax: (514) 630-8902
	NORTH SAFETY PRODUCTS LTD		P.O. Box 11396, 'Station Centre Ville Montreal QC H3C 5H1
	ONTARIO ORTHOTIC LAB (Receivership)		c/o: The Fuller Landau Group Inc. 151, Bloor Street West, 12th Floor Toronto ON M5S 1S4
	ORMIHL DANET		187, rue Leon Blum, BP 1019-69613 Villeurbanne Cedex 82020-6420 France
	ORTHEX CANADA INC.		4448, boul. Grande-Allée Boisbriand QC J7H 1R9 Fax: (450) 818-5400
	ORTHO ACTIVE APPLIANCES LTD		103-250 Schoolhouse St. Coquitlam BC V3K 6V7 Fax: (604) 520-1193

## Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	ORTHO CANADA		1-170, rue Bombardier Gatineau QC J8R 0G5 Fax: (819) 671-7847
	ORTO-PED		373, McCaffrey St Saint-Laurent QC H4T 1Z7
	OSSUR CANADA INC.		P.O Box 56277, Station A Toronto ON M5W 4L1 Fax: (866) 441-3880
	OTTO BOCK HEALTHCARE CANADA		5470, Harvester Rd Burlington ON L7L 5N5 Fax: (289) 288-4836
	P. W. MINOR AND SON INC		C/O T46295, P.O Box 46295 Postal Station A Toronto ON M5W 4K9 Fax: (585) 343-1514
	PAJAR PRODUCTION LTEE		4509, av. Coloniale Montreal QC H2T 1V8 Fax: (514) 844-3066
	PARSONS A.D.L. INC		1986, Side Road 15 Tottenham ON L0G 1W0 Fax: (905) 936-3585
	PAUL JOHNSON		1266, rue McGill Longueuil QC J4J 3L4
	PED-A-LIGNE		18, rue J.F. Kennedy, Suite 5 St-Jerôme QC J7Y 4B6 Fax: (514) 956-7422
	PELLANCO LTEE		15350, rue Notre-Dame Est Montreal QC H1A 1W6
	PEPIN MANUFACTURING INC		1875, Highway 61 South Lake City MN 55041 USA Fax: (651) 345-5656
	PERFORMANCE HEALTH CANADA INC		6675, Millcreek D, Unit 3 Mississauga ON L5N 5M4 Fax: (905) 858-6001
	PERMOBIL		2221, 46e Avenue Lachine QC H8T 3C9 Fax: (514) 636-8944
	PETRO-CANADA INC.		P.O Box 8500 Don Mills ON M3C 3B2
	PITNEY BOWES		P.O Box 278 Orangeville ON L9W 2Z7 Fax: (800) 353-2052
	PITNEY WORKS		P.O Box 280 Orangeville ON L9W 2Z7
	PIZZA PITA		6415, Decarie Blvd. Montreal QC H3W 3E1
	POULIOT LABORATOIRE D'ORTHESES		2815, ch. des Quatre Bourgeois Quebec QC G1X 1V8 Fax: (418) 652-7115
	Premier Footworks Inc. (Receivership)		c/o: The Fuller Landau Group Inc. (Receiver) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4

## Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	PRESTIGE MEDICAL		8600, Wilbur avenue Northridge CA 91324 USA Fax: (818) 993-4151
	PRO AIDE MEDIC INC		11, ch. de L'Etang Lac Beauport QC G3B 2G8 Fax: (418) 849-5992
	PRO-COEUR MEMPHREMAGOG		33, St-Patrice Est Magog QC J1X 5B7
	PROFESSIONNAL ORTHOPEDIC PROD		5735, rue Ferrier Montreal QC H4P 1N3 Fax: (514) 484-4431
	PROMENAIID SYSTEMS		53, Curson St. Montreal-West QC H4X 1H7
	PROPET CANADA INC		P.O Box 423, 105, Strowger blvd. Brockville ON K6V 5V6 Fax: (613) 342-1466
	PRUD HOMME		46, boul. de Maple Grove Beauharnois QC J6N 1K3
	PUROLATOR INC.		P.O Box 4800 Stn Main Concord ON L4K 0K1
	QUINCAILLERIE COTE DES NEIGES		5605, ch. de la Côte-des-Neiges Montreal QC H3T 1Y8 Fax: (514) 343-0337
	REMINGTON MEDICAL EQUIPMENT		401, Bentley St, Suite 8A&9 Markham ON L3R 9T2 Fax: (905) 470-7787
	REPRO S		6272, rue Briand Montreal QC H4E 3K9 Fax: (514) 761-0150
	RESTORATIVE CARE OF AMERICA		12221 33rd Street North St.Petersburg FL 33716 USA Fax: (727) 573-1886
	ROGERS AT&T		C.P. 3100 Ville-St-Laurent QC H4L 5J8 Fax: (800) 709-9992
	Roynat - Québec	Huguette Lavoie	Photocopier 970 - 100 boul Alexis-Nihon Saint-laurent QC H4M 2P5 Fax: (514) 744-0252 huguette.lavoie@roynat.com
	SAVANNA TECHNOLOGIES		128, rue Murray Montreal QC H3C 2C6 Fax: (514) 933-7275
	SELECTCOM TELECOM		5310, rue Jean-Talon Est Montreal QC H1S 1L3
	SERUM INTERNATIONAL INC.		4400, Autoroute Chomedey Laval QC H7R 6E9 Fax: (450) 625-8895
	SERVICORP		8600, boul. Decarie, Suite10 Mont-Royal QC H4P 2N2 Fax: (514) 737-9894
	SIGVARIS CORP.		8423, Chemin Dalton Montréal QC H4T 1V5 Fax: (514) 336-8736

## Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	SIMS MEDICAL CORP		30 Innovator Avenue, Unit # 6 Stouffville ON L4A 0Y2 Fax: (866) 933-2922
	SKY MEDICAL INC		5229 NW 108th Ave. Sunrise FL 33351 USA Fax: (954) 747-3189
	Spector & Co	Sylvia Urban	5700 Kieran Road Saint-laurent QC H4S 2B5 sylvia@spectorandco.com
	SPECTOR & CO.,		5700, Kieran Road Saint-Laurent QC H4S 2B5 Fax: (877) 275-7868
	STANDER INC.		1615 Quail Way Longan UT 84321 USA
	Stanley Sécurité		2800, Avenue St-Jean-Baptiste, #170 Québec QC G2E6J5
	STAPLES ADVANTAGE		P.O Box 11714, Succursale Centre Ville Montreal QC H3C 6M6 Fax: (450) 449-2067
	SURFACE XP		77, rue Hebert Salaberry-de-Valleyfield QC J6S 2R6
	SYSTEMES D'ENTREE ASSA ABLOY CANADA INC		P.O Box 562791 Station A Toronto QC M5W 4L1 Fax: (514) 748-2915
	T.T. GROUP LIMITED		P.O Box 580 Lamberth Station London ON N6P1R5
	TAB		136, Sparks Avenue Willowdale ON M2H 2S4 Fax: (416) 497-8513
	TELEPHONIE CTM		147, rue Callieres Longueuil QC J4L 1K4
	Telus Québec		Département R0622 6 rue Jules-A.-Brillant Rimouski QC G5L 7E4 Fax: (877) 721-3256 insolvabilite.tq@telus.com
	THE ROCKPORT GROUP		Lock Box TH1246C P.O Box 4290 Toronto ON L5W 0E1 USA Fax: (866) 840-6304
	THE SUBURBAN		7575, Trans-Canada Highway, #105 Saint-Laurent QC H4T 1V6
	TRANSGLOBAL ORTHOPEDICS, LLC		5735, rue Ferrier Montreal QC H4P 1N3 Fax: (514) 484-4431
	TRIMETRIX		771, boul. Industriel Blainville QC J7C 3V3 Fax: (514) 271-6362
	TRIUMPH MOBILITY		151, Bentley Ave, Unit 4 Nepean ON K2E 6T7
	TRULIFE		P.O. Box 495, 39 East Davis St. Trenton ON K8V 5R6 Fax: (613) 392-4139
	UNITED MEDIC INTERNATIONAL LTD		475, rue Plourde Laval QC H7H 2W2



## Creditor Mailing List

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In the matter of the proposal of  
J. SLAWNER LTÉE  
of the City of Montreal, in the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	UNITED PARCEL SERVICE (CANADA)		P.O Box 4900 Station A Toronto ON M5W 0A7
	UPS (BROKERAGE ACCOUNT)		P.O Box 4900, Station A Toronto ON M5W 0A7
	VAILLANCOURT J. CORP.LTD.		597, rue Duvernay Verchères QC J0L 2R0
	VILLE DE MONTREAL - FINANCES	Chantal El-Roumy	630 boul. Rene-Levesque Ouest - 1er etage Montréal QC H3B 1S6 Fax: (514) 872-1086 perception@ville.montreal.qc.ca
	WALK EASY INC		30 N Congress Ave., Suite 204 Delray Beach FL 33445 USA Fax: (561) 276-8797
	WBC INDUSTRIES INC		625, Cental Avenue Westfield NJ 07090 USA Fax: (908) 232-5219
	WEB TEX INC		5425, Casgrain, Suite 300 Montreal QC H2T 1X6 Fax: (514) 273-4925
	WHITE CROSS		9600, rue Meilleur #950 Montreal QC H2N 2E3 Fax: (866) 673-2532

CANADA  
 PROVINCE DE QUÉBEC  
 DISTRICT DE QUÉBEC

«Chambre commerciale»

No de Division: 01-Montréal  
 No de Cour: 500-11-056046-192  
 No de Surintendant: 41-2476571

**AVIS AUX CRÉANCIERS  
 DE L'INTENTION DE FAIRE UNE PROPOSITION**

**NOTICE TO CREDITORS  
 OF INTENTION TO MAKE A PROPOSAL**

Dans l'affaire de l'avis d'intention de faire une proposition de :

In the matter of the notice of intention to make a proposal of:

**J. SLAWNER LTÉE**

une société légalement constituée ayant sa principale place d'affaires au  
 4980, Jean-Talon Ouest, Montréal, QC H4P 1W9

AVIS est donné de ce qui suit:

Take NOTICE that:

1. **J. Slawner Ltée**, personne insolvable, conformément au paragraphe 50.4(1) de la *Loi sur la faillite et l'insolvabilité*, a signifié son intention de faire une proposition à ses créanciers le 19<sup>e</sup> jour de février 2019.

1. **J. Slawner Ltée**, an insolvent entity, pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, filed a notice of intention to make a proposal to its creditors on the 19<sup>th</sup> day of February 2019.

2. Conformément à l'article 69 de la *Loi sur la faillite et l'insolvabilité*, les procédures engagées contre la société sont suspendues à compter de la date du dépôt du présent avis auprès du séquestre officiel de notre localité.

2. Pursuant to Section 69 of the *Bankruptcy and Insolvency Act*, all proceedings against the Company are stayed as of the date of filing this notice with the Official Receiver in our locality.

3. Est annexée au présent avis une liste portant le nom des créanciers connus ayant des réclamations d'une valeur de 250\$ ou plus, ainsi que le montant des réclamations.

3. A list of the names of the known creditors with claims amounting to \$250 or more and the amounts of their claims is attached.

4. Lors du dépôt de la proposition envisagée, un **autre** avis sera envoyé aux créanciers comprenant :

4. Upon the filing of the contemplated Proposal, a **further** notice shall be mailed to you providing you with the following:

- a) une copie de la proposition;
- b) la date, lieu et heure de la tenue de l'assemblée des créanciers visant à considérer la proposition;
- c) un état succinct des avoirs et obligations de la débitrice;
- d) les documents prescrits suivants à être complétés :
  - preuve de réclamation;
  - procuration;
  - lettre de votation sur la proposition.

- a) A copy of the Proposal;
- b) The date, time and place of a meeting of creditors to be held to consider the Proposal;
- c) A condensed statement of the assets and liabilities of the Debtor;
- d) The following prescribed forms, to be completed:
  - Proof of Claim;
  - Proxy;
  - Voting Letter on the Proposal.

FAIT à Montréal, le 22<sup>e</sup> jour de février 2019.

DATED at Montreal, this 22<sup>nd</sup> day of February 2019.

**MNP LTÉE**

Sheri L. Aberback, CIRP, LIT, CFE  
 Syndic - Trustee

**SYNDICS AUTORISÉS EN INSOLVABILITÉ  
 LICENSED INSOLVENCY TRUSTEES**

1155, BOUL. RENÉ-LÉVESQUE O., 19<sup>e</sup> ÉTAGE, MONTRÉAL (QUÉBEC) H3B 4V2  
 1.888.932.4115 TÉL : 514.932.4115 TÉLÉC : 514.932.9195 [MNPdettes.ca](http://MNPdettes.ca)

District of: Quebec  
 Division No. 01 - Montreal  
 Court No. 500-11  
 Estate No.

- FORM 33 -  
 Notice of Intention To Make a Proposal  
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of  
 J. SLAWNER LTÉE  
 of the City of Montreal, in the Province of Quebec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
9059-5398 QUEBEC INC	5300, boul. St-Laurent, Suite 100 Ville de Saint-Catherine QC J5C 1A7		746.16
9155-4956 Quebec Inc	2377, rue Principale Ouest Magog QC J1X 0J4		3,832.48
9216-0704 QUEBEC INC	230, boul. Brisebois, Suite 501 Châteauguay QC J6K 0G6		31,820.86
9230-7867 QUEBEC INC	7015, boul. Gouin Est Montreal QC H1E 5N2		919.80
ACTION O & P	310, av. Liberté Candiac QC J5R 6X1		30,653.57
ACTION PRODUCTS INC.	954, Sweeny Drive Hagerstown MD 21740 USA		1,194.37
ADLEXCO MANAGEMENT LTD (JEAN TALON)	5000, Jean-Talon West, Suite 200 Montreal QC H4P 1W9		31,804.46
ADMACO BUSINESS MACHINES LTD	5525, rue Pare Montreal QC H4P 1P7		3,042.93
AMG MEDICAL INC.	8505, ch. Dalton Montreal QC H4T 1V5		816.61
ANDREE ANNE FORTIN	860A, Marie-Anne Est Montreal QC H2J 2A9		1,901.59
BEST BUY MEDICAL SUPPLIES INC	507, Main St Shediac NB E4P 2C4		572.26
BI-OP INC	30. ch. du Golf Ouest Saint-Charles-Borromée QC J6E 8X6		2,505.00
BLONDO CANADA SML ACQUISITION CORP	2328, rue Cohen Ville-St-Laurent QC H4R 2N8		6,490.57
BOUTHILLETTE JULIE	UNKNOWN ...		1,137.92
BSN MEDICAL INC.	4455, Autoroute Laval O. Suite 255 Laval QC H7P 4W6		4,951.85

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Creditor	Address	Account#	Claim Amount
CAFE GRAN SASSO	4830, boul. Côte-Vertu Ouest Ville-St-Laurent QC H4S 1J9		400.97
CASCADE	P.O Box 203606 Dallas TX 75320-3606 USA		6,071.18
CENTRE WEST COMMUNITY HEALTH CORPORATION	2100, av. Marlowe Montreal QC H4A 3L5		471.40
CHAUSSURES PORTOFINO	840, Colombière Est Québec QC G1J 1E3		4,038.46
COLLINS CHAUSSURES ET VETEMENT	444, av. de Lasalle Montreal QC H1V 2J1		466.75
CONTINENT GLOBE CORP.	3190, rue F.X. Tessier Vaudreuil-Dorion QC J7V 5V5		30,270.75
CORE PRODUCTS INTERNATIONAL	808, Prospect Ave. Osceola WI 54020 USA		347.14
CTRE READ. MEDECINE SPORTIVE	185, St-Jean-Baptiste #400 Châteauguay QC J6K 3B4		6,381.12
DEEP CREEK PRECISION MFG.	15285, Conc. 8-9 Crysler ON K0A 1R0		1,684.20
Dell Financial Services Canada Ltd.	501 - 155 Gordon Baker Road North York ON M2H 3N5		269.90
DJO CANADA INC	6485, Kennedy Rd Mississauga ON L5T 2W4		41,772.41
DRIVE MEDICAL	P.O Box 15873, Station A, Lock Box 15873, Toronto ON M5W 1C1		17,558.75
EMBALLAGE KAUFMAN INC	9190, Charles de Latour Montreal QC H4N1M2		316.50
EZSELECTION.CA	61, Telson Rd, Unit 2 Markham ON L3R 1E4		344.70
FIBERLINKS TEXTILES INC	195, boul. Brunswick Pointe-Claire QC H9R 4Z1		1,419.93

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Creditor	Address	Account#	Claim Amount
FOURNITURES DE BUREAU DENIS	2990, boul. Le Corbusier Laval QC H7L 3M2		11,983.43
G.O. MEDICAL	1042, rue de Parfondeval Boucherville QC J4B 6C2		319.97
GALIEN	2017, rue Cunard Laval QC H7S 2N1		27,797.72
GO ENVIRONNEMENT	C.P.: 65024, Succ. Aux 4 Coins Rosemère QC J7A 4P1		2,108.94
GRAVITE	215, boul. Jean-Leman 215 Candiac QC J5R 6Z8		5,304.96
HARVY SURGICAL SUPPLY CORP.	34-35 Collins Place Flushing NY 11354-2790 USA		393.64
HEALTHCRAFT PRODUCTS INC	2790, Fenton Rd Ottawa ON K1T 3T7		1,633.80
HOMEDICS GROUP CANADA CO.	6460, Kennedy Road, Unit 6 Toronto ON L5T 2X4		1,971.71
Hydro-Québec Service de Recouvrement	3ème étage 140 boul Crémazie O Montréal QC H2P 1C3		690.96
ICER'S INC	135, Melissa St. Unit 1 Fredericton NB E3A 6V9		345.06
IMMEUBLES MARCHE ST LEONARD INC.	4120, rue Saint-Catherine O. 5ieme Étage Westmount QC H3Z 1P4		2,331.28
INDIGO PARC CANADA INC	230, boul. Brisebois, #501 Châteauguay QC J6K 0J6		814.80
INVACARE CANADA LP	570, Matheson Blvd East Mississauga ON L4Z 4G4		1,363.16
IP4B	9600, boul. du Golf Montreal QC H1J 2Y7		531.59
JANECO	5436, av. Royalmount Montreal QC H4P 1H7		5,941.35

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<b>List of Creditors with claims of \$250 or more.</b>			
Creditor	Address	Account#	Claim Amount
JARELL	4810, rue Jean-Talon O, #210 Montreal QC H4P 2N5		136,972.49
JEWISH GENERAL HOSPITAL AUXILIARY	3755, Côte Saint-Catherine Rd Montreal QC H3T 1E2		10,060.29
JOLICOEUR LOCATION D'UNIFORMES	4132, rue Parthenais Montreal QC H2K 3T9		2,192.39
Jose Cardoso	4980 Jean-Talon Ouest Montreal / H4P 1W9		38,141.08
JUZO CANADA	1100 Burloak Dr, Suite 300 Burlington ON L7L 6B2		2,334.14
LALLIER GUYLAINE	9301, av. Bretonvilliers Montreal QC H2M 2A9		392.43
LANDIS INTERNATIONAL INC.,	800, rue Rossiter Saint-Jean-sur-Richelieu QC J3B 8J1		816.75
LATROUS ANIS	410, av. Copernic Laval QC H7N 2E1		4,599.00
LES ENTREPRISES HED ROSSI LTEE	1000, Marlboro Dr, Suite101 Mont-Royal QC H4P 1C1		1,600.90
LES INSTALLATION BYE INC.	60 St-Joseph Blvd Lachine QC		2,874.39
LEVY PILOTTE	5250, boul Decarie, Suite 700 Montreal QC H3X 3Z6		5,674.02
LYMPHEDEMA ASSOCIATION OF QUEBEC	6565, Saint-Hubert Street Montreal QC H2S 2M5		1,150.00
Medic Holding Corp. (bankrupt)	c/o: The Fuller Landau Group Inc. (Trustee) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4		85,224.00
MOORE PEARSALL LEATHERS INC.	4110, blvd. Thimens St-Laurent QC H4R 2B9		2,309.13
MYRDAL ORTHOPEDIC TECHNOLOGIES	837, Sargent Ave. Winnipeg MB R3E 0C1		2,368.28

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Creditor	Address	Account#	Claim Amount
NATIONAL SHOE SPECIALTIES LTD	3015, Kennedy Rd, #17 Scarborough ON M1V 1E7		2,725.89
NORSK FITNESS INC.	2100, rue Saint-Patrick Montreal QC H3K 1B2		366.94
NORTH SAFETY PRODUCTS LTD	P.O. Box 11396, 'Station Centre Ville Montreal QC H3C 5H1		1,178.51
ONTARIO ORTHOTIC LAB (Receivership)	c/o: The Fuller Landau Group Inc. 151, Bloor Street West, 12th Floor Toronto ON M5S 1S4		827,486.99
ORMIHL DANET	187, rue Leon Blum, BP 1019-69613 Villeurbanne Cedex 82020-6420 France		462.68
ORTHEX CANADA INC.	4448, boul. Grande-Allée Boisbriand QC J7H 1R9		2,127.05
ORTHO ACTIVE APPLIANCES LTD	103-250 Schoolhouse St. Coquitlam BC V3K 6V7		937.59
ORTHO CANADA	1-170, rue Bombardier Gatineau QC J8R 0G5		687.37
ORTO-PED	373, McCaffrey St Saint-Laurent QC H4T 1Z7		6,887.93
OSSUR CANADA INC.	P.O Box 56277, Station A Toronto ON M5W 4L1		21,364.05
OTTO BOCK HEALTHCARE CANADA	5470, Harvester Rd Burlington ON L7L 5N5		15,231.21
P. W. MINOR AND SON INC	C/O T46295, P.O Box 46295 Postal Station A Toronto ON M5W 4K9		432.49
PAJAR PRODUCTION LTEE	4509, av. Coloniale Montreal QC H2T 1V8		14,875.39
PARSONS A.D.L. INC	1986, Side Road 15 Tottenham ON L0G 1W0		1,823.05
PAUL JOHNSON	1266, rue McGill Longueuil QC J4J 3L4		592.34

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Creditor	Address	Account#	Claim Amount
PELLANCO LTEE	15350, rue Notre-Dame Est Montreal QC H1A 1W6		1,438.29
PEPIN MANUFACTURING INC	1875, Highway 61 South Lake City MN 55041 USA		372.17
PERFORMANCE HEALTH CANADA INC	6675, Millcreek D, Unit 3 Mississauga ON L5N 5M4		1,378.19
PERMOBIL	2221, 46e Avenue Lachine QC H8T 3C9		417.60
PETRO-CANADA INC.	P.O Box 8500 Don Mills ON M3C 3B2		672.08
PITNEY BOWES	P.O Box 278 Orangeville ON L9W 2Z7		1,564.69
PITNEY WORKS	P.O Box 280 Orangeville ON L9W 2Z7		1,570.35
PIZZA PITA	6415, Decarie Blvd. Montreal QC H3W 3E1		374.40
POULIOT LABORATOIRE D'ORTHESES	2815, ch. des Quatre Bourgeois Quebec QC G1X 1V8		10,093.68
Premier Footworks Inc. (Receivership)	c/o: The Fuller Landau Group Inc. (Receiver) 151 Bloor Street West, 12th Floor Toronto ON M5S 1S4		94,318.00
PRESTIGE MEDICAL	8600, Wilbur avenue Northridge CA 91324 USA		272.81
PRO AIDE MEDIC INC	11, ch. de L'Etang Lac Beauport QC G3B 2G8		1,156.63
PRO-COEUR MEMPHREMAGOG	33, St-Patrice Est Magog QC J1X 5B7		829.15
PROFESSIONNAL ORTHOPEDIC PROD	5735, rue Ferrier Montreal QC H4P 1N3		270.16
PROPET CANADA INC	P.O Box 423, 105, Strowger blvd. Brockville ON K6V 5V6		4,015.47



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Creditor	Address	Account#	Claim Amount
PUROLATOR INC.	P.O Box 4800 Stn Main Concord ON L4K 0K1		516.13
QUINCAILLERIE COTE DES NEIGES	5605, ch. de la Côte-des-Neiges Montreal QC H3T 1Y8		376.15
REMINGTON MEDICAL EQUIPMENT	401, Bentley St, Suite 8A&9 Markham ON L3R 9T2		553.40
REPRO S	6272, rue Briand Montreal QC H4E 3K9		1,093.41
RESTORATIVE CARE OF AMERICA	12221 33rd Street North St.Petersburg FL 33716 USA		20,738.21
ROGERS AT&T	C.P. 3100 Ville-St-Laurent QC H4L 5J8		309.73
Roynat - Québec Huguette Lavoie	970 - 100 boul Alexis-Nihon Saint-laurent QC H4M 2P5	Photocopier	1,041.37
SAVANNA TECHNOLOGIES	128, rue Murray Montreal QC H3C 2C6		539.98
SERUM INTERNATIONAL INC.	4400, Autoroute Chomedey Laval QC H7R 6E9		1,235.41
SERVICORP	8600, boul. Decarie, Suite10 Mont-Royal QC H4P 2N2		2,126.98
SIGVARIS CORP.	8423, Chemin Dalton Montréal QC H4T 1V5		11,623.73
SKY MEDICAL INC	5229 NW 108th Ave. Sunrise FL 33351 USA		1,546.35
SPECTOR & CO.,	5700, Kieran Road Saint-Laurent QC H4S 2B5		980.22
Spector & Co Sylvia Urban	5700 Kieran Road Saint-laurent QC H4S 2B5		980.22
STANDER INC.	1615 Quail Way Longan UT 84321 USA		449.44

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Creditor	Address	Account#	Claim Amount
Stanley Sécurité	2800, Avenue St-Jean-Baptiste, #170 Québec QC G2E6J5		2,920.97
STAPLES ADVANTAGE	P.O Box 11714, Succursale Centre Ville Montreal QC H3C 6M6		1,879.50
SURFACE XP	77, rue Hebert Salaberry-de-Valleyfield QC J6S 2R6		4,300.13
T.T. GROUP LIMITED	P.O Box 580 Lamberth Station London ON N6P1R5		4,258.04
TAB	136, Sparks Avenue Willowdale ON M2H 2S4		1,021.73
TELEPHONIE CTM	147, rue Callieres Longueuil QC J4L 1K4		839.32
Telus Québec	Département R0622 6 rue Jules-A.-Brillant Rimouski QC G5L 7E4		2,729.85
THE ROCKPORT GROUP	Lock Box TH1246C P.O Box 4290 Toronto ON L5W 0E1 USA		14,800.04
THE SUBURBAN	7575, Trans-Canada Highway, #105 Saint-Laurent QC H4T 1V6		1,063.52
TRIMETRIX	771, boul. Industriel Blainville QC J7C 3V3		5,784.34
TRIUMPH MOBILITY	151, Bentley Ave, Unit 4 Nepean ON K2E 6T7		3,345.27
TRULIFE	P.O. Box 495, 39 East Davis St. Trenton ON K8V 5R6		3,373.41
UNITED MEDIC INTERNATIONAL LTD	475, rue Plourde Laval QC H7H 2W2		87,896.36
UPS (BROKERAGE ACCOUNT)	P.O Box 4900, Station A Toronto ON M5W 0A7		465.52
VAILLANCOURT J. CORP.LTD.	597, rue Duvernay Verchères QC J0L 2R0		15,056.90

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<b>Creditor</b>	<b>Address</b>	<b>Account#</b>	<b>Claim Amount</b>
VILLE DE MONTREAL - FINANCES Chantal El-Roumy	630 boul. Rene-Levesque Ouest - 1er etage Montréal QC H3B 1S6		361.18
WEB TEX INC	5425, Casgrain, Suite 300 Montreal QC H2T 1X6		1,035.42
<b>Total</b>			1,805,611.63

(Signed)

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J. SLAWNER LTÉE  
 Insolvent Person

No de cour: 500-11-056046-192  
No de dossier: 41-2476571

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**COUR SUPÉRIEURE**

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DANS L'AFFAIRE DE LA PROPOSITION  
CONCORDATAIRE DE :

**J. SLAWNER LTÉE**

Débitrice

- et -

**MNP LTÉE**

Syndic

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**Avis aux créanciers de  
l'avis d'intention de faire une proposition**

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Copie pour : Cour

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**MNP LTÉE**

1155, boul. René-Lévesque Ouest  
19<sup>e</sup> étage  
Montréal, QC H3B 4V2  
Téléphone : 514-932-4115  
Télécopieur : 514-932-9195

## **APPENDIX B**

**J. Slawmer Ltée**  
**Projected cash-flow statement**  
For the 13-week period ending May 17, 2019  
(Unaudited - in CAD \$)

	Projection - for the week beginning:													Total	Notes
	18-Feb-19	25-Feb-19	4-Mar-19	11-Mar-19	18-Mar-19	25-Mar-19	1-Apr-19	8-Apr-19	15-Apr-19	22-Apr-19	29-Apr-19	6-May-19	13-May-19		
<b>Receipts</b>															
Sales	\$ 52,300	\$ 58,300	\$ 46,300	\$ 46,300	\$ 55,300	\$ 71,300	\$ 59,300	\$ 51,300	\$ 49,300	\$ 61,300	\$ 59,300	\$ 51,300	\$ 49,300	\$ 710,900	
Cash injection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	<u>52,300</u>	<u>58,300</u>	<u>46,300</u>	<u>46,300</u>	<u>55,300</u>	<u>71,300</u>	<u>59,300</u>	<u>51,300</u>	<u>49,300</u>	<u>61,300</u>	<u>59,300</u>	<u>51,300</u>	<u>49,300</u>	<u>710,900</u>	1
<b>Disbursements</b>															
Payroll	60,000	30,000	65,000	-	65,000	-	65,000	-	65,000	-	65,000	-	65,000	480,000	
Rent Expense	-	40,524	2,479	-	-	40,524	-	-	-	40,524	-	-	-	124,052	
Purchases	6,000	10,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	104,000	
Professional fees	-	-	15,000	-	15,000	-	15,000	-	10,000	-	-	-	-	55,000	
Insurance	12,939	-	-	2,089	10,850	-	-	2,089	10,850	-	-	-	-	51,757	
Leasing	-	-	477	833	-	-	477	833	-	-	-	2,089	10,850	3,931	
Phone/Internet	241	-	-	769	-	-	-	769	-	-	-	769	-	2,550	
Other payments	1,050	150	150	1,050	150	150	1,050	150	150	150	150	1,050	150	5,550	
	<u>80,231</u>	<u>80,674</u>	<u>91,106</u>	<u>12,742</u>	<u>99,000</u>	<u>48,674</u>	<u>88,627</u>	<u>12,742</u>	<u>94,000</u>	<u>48,674</u>	<u>73,627</u>	<u>12,742</u>	<u>84,000</u>	<u>826,840</u>	3
<b>Net cash-flow</b>	<u>(27,931)</u>	<u>(22,374)</u>	<u>(44,806)</u>	<u>33,558</u>	<u>(43,700)</u>	<u>22,626</u>	<u>(29,327)</u>	<u>38,558</u>	<u>(44,700)</u>	<u>12,626</u>	<u>(14,327)</u>	<u>38,558</u>	<u>(34,700)</u>	<u>(115,940)</u>	
<b>Cash (debt) at beginning</b>	<u>28,678</u>	<u>747</u>	<u>(21,627)</u>	<u>(66,434)</u>	<u>(32,875)</u>	<u>(76,575)</u>	<u>(53,950)</u>	<u>(83,277)</u>	<u>(44,719)</u>	<u>(89,419)</u>	<u>(76,793)</u>	<u>(91,120)</u>	<u>(52,562)</u>	<u>28,678</u>	
<b>Cash (debt) at end</b>	<u>\$ 747</u>	<u>\$ (21,627)</u>	<u>\$ (66,434)</u>	<u>\$ (32,875)</u>	<u>\$ (76,575)</u>	<u>\$ (53,950)</u>	<u>\$ (83,277)</u>	<u>\$ (44,719)</u>	<u>\$ (89,419)</u>	<u>\$ (76,793)</u>	<u>\$ (91,120)</u>	<u>\$ (52,562)</u>	<u>\$ (87,262)</u>	<u>\$ (87,262)</u>	

## Notes :

- 1- The company is currently in discussion with a third party for an interim financing.
- 2- Receipts are based on historical data.
- 3- Disbursements are based on historical data.

This projected cash-flow statement, prepared in accordance with s.s.50(6) and/or s.s. 50.4(2) of the Bankruptcy and Insolvency Act, should be read in conjunction with the Trustee's report on the cash-flow.

Dated this 21st day of February 2019.

J. Slawmer Ltée

  
Wayne Cockburn  
President

MNP Ltée

  
Sheri L. Aberback, CFP, MT, CFE  
Senior Vice-President

**500-11-056046-192**

**EXHIBIT P-13**

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**  
**No. 500-11-056046-192**

**DATE: MARCH •, 2019**

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**PRESIDING: THE HONOURABLE ....., J.S.C.**

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**IN THE MATTER OF THE NOTICE OF INTENTION OF:**

**J. SLAWNER LTÉE**

Debtor-Petitioner

-and-

**MNP LTD.**

Trustee

-and-

**9216-0704 QUÉBEC INC.**

-and-

**IMMEUBLES MARCHÉ ST-LÉONARD INC.**

-and-

**COMPLEX JEAN-TALON WEST INC.**

-and-

**9155-4956 QUÉBEC INC.**

-and-

**THE SIR MORTIMER B. DAVIS JEWISH GENERAL HOSPITAL FOUNDATION**

Landlords / Respondents

-and-

**GAZ METRO PLUS SEC**

-and-

**MERIDIAN ONECAP LIMITED PARTNERSHIP, MERIDIAN ONECAP CREDIT CORP.**

-and-

**BANQUE ROYALE DU CANADA**

Secured creditors/Mises-en-cause

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS**

-and-

**CENTRE DE PHYSIOTHÉRAPIE DU SUD-OUEST INC. (ALSO KNOWN AS COMPLEXE DE RÉADAPTATION ET DE MÉDECINE SPORTIVE DU SUD-OUEST)**

Mises-en-cause



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**APPROVAL AND VESTING ORDER**

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[1] **ON READING** the *Motion by the Debtor Seeking an Authorization to Sell Assets of the Debtor, to assign certain leases and for a Vesting Order* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the Trustee dated ● , 2019 (the "**Report**", Exhibit P-12 to the Motion (Appendix "C" of which is Under Seal));

[2] **SEEING** the service of the Motion;

[3] **SEEING** the submissions of the Debtor's attorneys and the submissions of ●;

[4] **SEEING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement entitled *Agreement of Purchase and Sale* (the "**Purchase Agreement**") by and between the Debtor (the "**Vendor**"), as vendor, and 9393-1681 Québec Inc. (the "**Purchaser**"), as purchaser, copy of which was filed as Exhibit P-3 (Under Seal) to the Motion, and vesting in the Purchaser the assets described in the Purchase Agreement (the "**Purchased Assets**");

**WHEREFORE THE COURT:**

[5] **GRANTS** the Motion.

**SERVICE**

[6] **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.

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

**SALE APPROVAL**

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

**EXECUTION OF DOCUMENTATION**

[9] **AUTHORIZES** the Vendor and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit P-3) and any other ancillary document which could be required or useful to give full and complete effect thereto.

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**AUTHORIZATION**

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

[11] **ORDERS** that the Trustee's Report (Exhibit P-12) is accepted and approved and that the actions of the Trustee described therein are approved.

**VESTING OF PURCHASED ASSETS**

[12] **ORDERS and DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as Schedule "A" hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Property, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the Civil Code of Québec in movable / immovable property, and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

[13] **ORDERS and DECLARES** that upon the issuance of the Certificate, the rights and obligations of the Vendor under the Agreements listed on Schedule "B" hereto (the "**Assigned Agreements**") are assigned to the Purchaser and **ORDERS** that all monetary defaults of the Debtor in relation to the Assigned Agreements, other than those arising by reason only of the insolvency of the Debtor, the commencement of proceedings under the BIA or the failure to perform non-monetary obligations, shall be remedied on or before five (5) business days after the issuance of the Trustee's Certificate.

[14] **ORDERS and DIRECTS** the Vendor and the Trustee to serve a copy of this Order to every party to the Assigned Agreements.

[15] **ORDERS and DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof.

**CANCELLATION OF SECURITY REGISTRATIONS**

[16] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to strike the following registrations in connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations:

- i) 9216-0704 Québec Inc., on April 11, 2017, under number 17-0328067-0007,

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- ii) Immeubles Marché St-Léonard Inc., on June 25, 2013, under number 13-0543340-0001, and
- iii) Royal Bank of Canada, on August 20, 2013, under number 13-0731414-0001.

### **NET PROCEEDS**

[17] **ORDERS** that the net proceeds from the sale of the Purchased Assets, being the gross proceeds minus the transaction costs as described in the Motion (the "**Net Proceeds**"), shall be remitted to the Trustee and shall be distributed in accordance with applicable legislation.

[18] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

### **PROTECTION OF PERSONAL INFORMATION**

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

### **VALIDITY OF THE TRANSACTION**

[20] **ORDERS** that notwithstanding:

- i) the pendency of these proceedings;
- ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or
- iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a

preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendor, the Purchaser or the Trustee.

### **LIMITATION OF LIABILITY**

[21] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.

[22] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

### **GENERAL**

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

[24] **ORDERS** that the Purchase Agreement (Exhibit P-3 to the Motion) and Appendix "C" to the Trustee's Report (Exhibit P-12 to the Motion) be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court.

[25] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[26] **DECLARES** that the Trustee 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, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Trustee shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Trustee as may be deemed necessary or appropriate for that purpose.

[27] **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.

[28] **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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[29] **THE WHOLE** without costs, except in case of contestation.

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●, J.S.C.

Nicholas Scheib  
**SCHEIB LEGAL/ ÉTUDE LÉGALE**  
Attorneys for Debtor-Petitioner

Roger P. Simard  
**DENTONS CANADA LLP**  
Attorneys for Purchaser

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**SCHEDULE "A"****DRAFT CERTIFICATE OF TRUSTEE****TRUSTEE'S CLOSING CERTIFICATE****CANADA****PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL****SUPERIOR COURT  
(Commercial Division)****No.: 500-11-056046-192****IN THE MATTER OF THE NOTICE OF  
INTENTION OF:****J. SLAWNER LTÉE.**, a corporation existing under the laws of Québec, having its head office at 4980, Jean-Talon West, Montréal, QC H4P 1W9

Debtor- Petitioner

and

**MNP LTD.** in its capacity as trustee to the notice of intention of J. Slawner Ltée

Trustee

**TO:** The Superior Court of Québec and The Registrar of the Register of Personal and Movable Real Rights (the "**Registrar of the RPMRR**")

This certificate is addressed to you in accordance with the judgment dated \_\_\_\_\_, 2019 rendered by \_\_\_\_\_ of the Superior Court, in the Court file bearing number **500-11-056046-192**, sitting in Commercial Division, in and for the District of Montréal (the "**Vesting Order**"), a certified copy of which is attached.

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the Trustee once the (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

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**THE TRUSTEE CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDOR AND THE PURCHASER AS TO THE FOLLOWING:**

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

The Trustee hereby requests the Registrar of the RPMRR to strike the following Encumbrances with respect to the Purchased Assets:

- (a) 9216-0704 Québec Inc., on April 11, 2017, Fiche 001 of Exhibit P-4 (at pages 5 and 6 of 54), under number 17-0328067-0007, for an amount of \$143,008.32, on the universality of movable property limited to property located in the Chateauguay Location;
- (b) Immeubles Marché St-Léonard Inc., on June 25, 2013, Fiche 006 of Exhibit P-4 (at pages 44 and 45 of 54), under number 13-0543340-0001, for an amount of \$100,000.00, on the universality of the Debtor's present and future movable property; and
- (c) Royal Bank of Canada, on August 20, 2013, Fiche 004 of Exhibit P-4 (at pages 34 and 35 of 54), under number 13-0731414-0001, for an amount of \$30,360.00 for the Ford T-Connect vehicle described therein.

**MNP LTD.**,  
in its capacity as trustee to the  
notice of intention of J. Slawner Ltée

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Sheri Aberback, CIRP, LIT, CFE

**SCHEDULE "B"**  
**ASSIGNED AGREEMENTS**

- [1] lease dated March 27, 2018 with COMPLEX JEAN-TALON WEST INC., for 4980, Jean-Talon West, Montréal (and for clarity, regarding the leased premises originally designated therein as being unit #90 of 5000, Jean-Talon West, Montréal);
- [2] lease with 9155-4956 QUÉBEC INC., for 2377, Principale Street, Suite 200, Magog;
- [3] lease with THE SIR MORTIMER B. DAVIS JEWISH GENERAL HOSPITAL FOUNDATION for 3755 Cote Ste-Catherine, Montréal;
- [4] lease dated July 8, 2016 with 9216-0704 QUÉBEC INC. for 230, Boul Brisebois, Local 1, Chateauguay.



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**EXHIBIT P-14**

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
No. 500-11-056046-192

DATE: ~~●~~MARCH ●, 2019

PRESIDING: THE HONOURABLE ....., J.S.C.

IN THE MATTER OF ~~●~~THE NOTICE OF INTENTION OF:

●  
\_\_\_\_\_J. SLAWNER LTÉE  
Debtor-Petitioner

-and-

MNP LTD.  
Trustee

●  
~~THE LAND REGISTRAR FOR THE LAND REGISTRY  
OFFICE FOR THE REGISTRATION DIVISION OF ● (Québec)/  
THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE  
OF ● (Rest of Canada) / THE REGISTRAR OF THE REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS (Québec)~~

\_\_\_\_\_Mis-en-Cause

-and-

●  
\_\_\_\_\_[Petitioner]9216-0704 QUÉBEC INC.

-and-

IMMEUBLES MARCHÉ ST-LÉONARD INC.

-and-

COMPLEX JEAN-TALON WEST INC.

-and-

9155-4956 QUÉBEC INC.

-and-

THE SIR MORTIMER B. DAVIS JEWISH GENERAL HOSPITAL FOUNDATION

Landlords / Respondents

-and-

GAZ METRO PLUS SEC

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-and-MERIDIAN ONECAP LIMITED PARTNERSHIP, MERIDIAN ONECAP CREDIT CORP.-and-BANQUE ROYALE DU CANADASecured creditors/Mises-en-cause-and-THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

•

\_\_\_\_\_[Receiver/-and-CENTRE DE PHYSIOTHÉRAPIE DU SUD-OUEST INC. (ALSO KNOWN AS COMPLEXE DE RÉADAPTATION ET DE MÉDECINE SPORTIVE DU SUD-OUEST)Mises-en-cause**APPROVAL AND VESTING ORDER**~~Trustee/Monitor]~~

[1] **ON READING** the [Debtor/Petitioner/Receiver/Trustee/Monitor]'s Motion by the Debtor Seeking an Authorization to Sell Assets of the Debtor, to assign certain leases and for the Issuance of an Approval and a Vesting Order (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the [Receiver/Trustee/Monitor] dated • , 2019 (the "**Report**");, Exhibit P-12 to the Motion (Appendix "C" of which is Under Seal));

[2] **SEEING** the service of the Motion;

[3] **SEEING** the submissions of [Debtor/Receiver/Trustee/Monitor]'s the Debtor's attorneys and the submissions of •;

[4] **SEEING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement entitled • Agreement of Purchase and Sale (the "**Purchase Agreement**") by and between [the Debtor/Receiver/Trustee/Monitor] (the "**Vendor**"), as vendor, and • 9393-1681 Québec Inc. (the "**Purchaser**"), as purchaser, copy of which was filed as Exhibit R-•P-3 (Under Seal) to the Motion, and vesting in the Purchaser the assets described in the Purchase Agreement (the "**Purchased Assets**"<sup>1</sup>);

**WHEREFORE THE COURT:**

[5] **GRANTS** the Motion<sup>1</sup>;

<sup>1</sup> To allow this Order to be free-standing (and not require reference to the Court record and/or the Purchase Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

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**SERVICE**

[6] **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.

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

**SALE APPROVAL**

[8] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the Vendor is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the [Receiver/Trustee/Monitor].

**EXECUTION OF DOCUMENTATION**

[9] **AUTHORIZES** the [Vendor/Receiver/Trustee/Monitor] and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit R-~~●~~P-3) and any other ancillary document which could be required or useful to give full and complete effect thereto.

**AUTHORIZATION**

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

[11] **ORDERS** that the Trustee's Report (Exhibit P-12) is accepted and approved and that the actions of the Trustee described therein are approved.

**VESTING OF PURCHASED ASSETS ~~(choose A or B whether Purchased Assets are only located in Quebec (A) or also outside of Quebec (B))~~**

[11][12] **A** **ORDERS and DECLARES** that upon the issuance of a [Receiver/Trustee/Monitor]'s Trustee's certificate substantially in the form appended as Schedule "A" hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Property, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"<sup>2</sup>), including without limiting the generality of

<sup>2</sup> The "Encumbrances" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or

the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the Civil Code of Québec in movable / immovable property, ~~excluding however, the permitted encumbrances and restrictive covenants listed on Schedule "B" hereto (the "Permitted Encumbrances")~~ and, for greater certainty, ORDERS that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

~~[11] - **B** - **ORDERS** and **DECLARES** that upon the issuance of a [Receiver/Trustee/Monitor]'s certificate substantially in the form appended as Schedule "A" hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**" ), including without limiting the generality of the foregoing all charges, security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec, the [Province(s)] Personal Property Security Act, or any other applicable legislation providing for a security interest in personal or movable property, excluding however, the permitted encumbrances, easements and restrictive covenants listed on Schedule "B" hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.~~

~~[12][13] \_\_\_\_\_ **ORDERS** and **DECLARES** that upon the issuance of the Certificate, the rights and obligations of the Vendor under the Agreements listed on Schedule "**CB**" hereto (the "**Assigned Agreements**") are assigned to the Purchaser [and **ORDERS** that all monetary defaults of the Debtor in relation to the Assigned Agreements—, other than those arising by reason only of the insolvency of the Debtor, the commencement of proceedings under the [BIA/CCAA] or the failure to perform non-monetary obligations—, shall be remedied on or before ●]-five (5) business days after the issuance of the Trustee's Certificate.~~

~~[13] - **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the Code of Civil Procedure and a forced sale as per the provisions of the Civil Code of Quebec. [This paragraph is only required when the sale is done by a Receiver]~~

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interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served.

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[14] **ORDERS and DIRECTS** the ~~[Vendor/Receiver/ and the~~ Trustee ~~/Monitor]~~ to serve a copy of this Order to every party to the Assigned Agreements.

[15] **ORDERS and DIRECTS** the ~~[Receiver/Trustee/Monitor]~~ to file with the Court a copy of the Certificate, forthwith after issuance thereof.

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## CANCELLATION OF SECURITY REGISTRATIONS

### For Quebec Property:

~~[16] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of ~~●~~, upon presentation of the Certificate in the form appended as Schedule "A" and a certified copy of this Order accompanied by the **required** application for registration and upon payment of the prescribed fees, to publish this Order and (i) to make an entry on the Land Register showing the Purchaser as the owner of the immovable property identified in Schedule "~~●~~" hereto (the "**Quebec Real Property**") and (ii) to cancel any and all Encumbrances on Quebec Real Property (other than Permitted Encumbrances), including, without limitation, the following registrations published at the said Land Registry Office:~~

~~▪ **[provide details of security/encumbrances to be discharged]**~~

~~[17][16] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to **reduce the scope of** or **[strike]** the following registrations ~~number **[provide details of security/encumbrances to be discharged]**~~ in connection with the Purchased Asset/Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations-;~~

### For Ontario Property:

~~[18] **ORDERS** that upon registration in the Land Registry Office~~

~~(a) **[NTD: For Land Titles System]**: for the Land Titles Division of ~~●~~ of an Application for Vesting Order in the form prescribed by the Land Registration Reform Act (Ontario), including a law statement confirming that the Certificate has been filed, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule "●"** (the "**Ontario Real Property**") hereto in fee simple, and is hereby directed to delete and expunge from title to the ~~●-●~~ Real Property all of the Encumbrances, which for the sake of clarity do not include the Permitted Encumbrances listed on Schedule B;~~

~~(b) **[NTD: For Land Registry System]**: for the Registry Division of ~~●~~ of a Vesting Order in the form prescribed by the Land Registration Reform Act (Ontario),~~

~~including a law statement confirming that the Certificate has been filed, the Land Registrar is hereby directed to record such Vesting Order in respect of the subject real property identified in Schedule "●" (the "Ontario Real Property"), which for the sake of clarity do not include the Permitted Encumbrances listed on Schedule B;~~

[19] ~~**[NTD: For Movable Assets]: ORDERS** that upon the issuance of the Certificate, the Vendor shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filing such financing change statements in the Ontario Personal Property Registry ("**OPPR**") as may be necessary, from any registration filed against the Vendor in the OPR, provided that the Vendor shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Vendor shall be authorized to take any further steps by way of further application to this Court.~~

**For British Columbia Property:**

[20] ~~**[NTD: For Immovable Assets]: ORDERS** the British Columbia Registrar of Land Titles (the "**BC Registrar**"), upon the registration in the Land Title Office for the Land Title District of ● of a certified copy of this Order, together with a letter from **[Receiver/Trustee/Monitor's counsel]**, solicitors for the **[Receiver/Trustee/Monitor]**, authorizing registration of this Order,~~

~~(a) to enter the Purchaser as the owner of the lands, as identified in Schedule "●" hereto (the "**BC Real Property**"), together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the BC Real Property; and~~

~~(b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the BC Real Property all of the registered Encumbrances except for those listed in Schedule "●".~~

[21] ~~**[NTD: For Immovable Assets]: DECLARES** that it has been proven to the satisfaction of this Court on investigation that the title of the Purchaser in and to the BC Real Property is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid.~~

[22] ~~**[NTD: For Movable Assets]: ORDERS** that upon the issuance of the Certificate, the Vendor shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filing such financing change statements in the British Columbia Personal Property Security Registry (the "**BC PPR**") as may be necessary, from any registration filed against the Vendors in the BC PPR, provided that the Vendors shall not be authorized to effect any discharge that would have the effect of releasing any collateral other~~

~~than the Purchased Assets, and the Vendors shall be authorized to take any further steps by way of further application to this Court.~~

**For New Brunswick Property:**

~~[23] **[NTD: For Immovable Assets]: ORDERS** that upon registration in the Land Registry Office for the Registry Division of ~~●~~ of an Application for Vesting Order in the form prescribed by the Registry Act (New Brunswick) duly executed by the **[Receiver/Trustee/Monitor]**, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule "●"** (the "**NB Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the NB Real Property, all of the Encumbrances, other than the Permitted Encumbrances.~~

~~[24] **[NTD: For Movable Assets]: ORDERS** that upon the issuance of the Certificate, the Vendor shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filing such financing change statements in the New Brunswick Personal Property Registry (the "**NBPPR**") as may be necessary, from any registration filed against the Vendor in the NBPPR, provided that the Vendor shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the ~~●~~ Assets, and the Vendor shall be authorized to take any further steps by way of further application to this Court.~~

\*\*\*\*\*

i) 9216-0704 Québec Inc., on April 11, 2017, under number 17-0328067-0007,

ii) Immeubles Marché St-Léonard Inc., on June 25, 2013, under number 13-0543340-0001, and

iii) Royal Bank of Canada, on August 20, 2013, under number 13-0731414-0001.

**NET PROCEEDS**

~~[25][17] \_\_\_\_\_ **ORDERS** that the net proceeds from the sale of the Purchased Assets, being the gross proceeds minus the transaction costs as described in the Motion (the "**Net Proceeds**"), shall be remitted to the **[Receiver/Trustee/Monitor]** and shall be distributed in accordance with applicable legislation.~~

~~[26][18] \_\_\_\_\_ **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.~~



### **PROTECTION OF PERSONAL INFORMATION**

[27][19] \_\_\_\_\_ **ORDERS** that, pursuant to sub-section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or any similar provision of any applicable provincial legislation, the **Receiver/Debtor** is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on ~~Schedule "A" to~~ the Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor;<sup>3</sup> ~~[NOTE: It is desirable to obtain specific evidence in order to convince the Tribunal of the necessity of this clause];~~

### **VALIDITY OF THE TRANSACTION**

[28][20] \_\_\_\_\_ **ORDERS** that notwithstanding:

- i) the pendency of these proceedings;
- ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or
- iii) the provisions of any federal or provincial legislation;

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

### **LIMITATION OF LIABILITY**

[29][21] \_\_\_\_\_ **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the **[Receiver/Trustee/Monitor]** to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The **[Receiver/Trustee/Monitor]** shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the **[BIA/CCAA];**

[30][22] \_\_\_\_\_ **DECLARES** that no action lies against the **[Receiver/Trustee/Monitor]** by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the **[Receiver/Trustee/Monitor]** or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

<sup>3</sup> This paragraph may not be necessary depending on the nature of the Purchased Assets.

**GENERAL**

~~[31]~~ **ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario). ~~[NOTE: It is desirable to obtain specific evidence in order to convince the Tribunal of the necessity of this clause] [Ontario – Adapt for other common law Provinces where applicable]~~

~~[32]~~[23] **ORDERS** that the Purchaser or the **[Vendor/Receiver/Trustee/Monitor]** shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.

~~[33]~~[24] **ORDERS** that the Purchase Agreement (Exhibit P-3 to the Motion) and Appendix “C” to the Trustee’s Report (Exhibit P-12 to the Motion) be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court.

~~[34]~~[25] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;.

~~[35]~~[26] **DECLARES** that the **[Vendor/Receiver/Trustee/Monitor]** 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, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the **[Vendor/Receiver/Trustee/Monitor]** shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the **[Vendor/Receiver/Trustee/Monitor]** as may be deemed necessary or appropriate for that purpose;.

~~[36]~~[27] **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;.

~~[37]~~[28] **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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[38][29] \_\_\_\_\_ THE WHOLE ~~[WITH/WITHOUT] COSTS~~ without costs, except in case of  
contestation.

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●, J.S.C.

Nicholas Scheib  
**SCHEIB LEGAL/ ÉTUDE LÉGALE**  
Attorneys for Debtor-Petitioner

Roger P. Simard  
**DENTONS CANADA LLP**  
Attorneys for Purchaser

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**SCHEDULE "A"****DRAFT CERTIFICATE OF THE [RECEIVER/ TRUSTEE/MONITOR]****TRUSTEE'S CLOSING CERTIFICATE OF THE [RECEIVER/TRUSTEE/MONITOR]**

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉALSUPERIOR COURT  
(Commercial Division)

No.: 500-11-056046-192

IN THE MATTER OF THE NOTICE OF  
INTENTION OF:

**J. SLAWNER LTÉE.**, a corporation existing under the laws of Québec, having its head office at 4980, Jean-Talon West, Montréal, QC H4P 1W9

Debtor- Petitioner

and

**MNP LTD.** in its capacity as trustee to the notice of intention of J. Slawner Ltée

Trustee

**RECITALS:**

~~WHEREAS on ●, the Superior Court of Quebec (the "Court") issued a ● order (the "Order") pursuant to the ● (the "Act") in respect of ● (the "Petitioners"); [NTD: refer to BIA notice of intention/proposal if applicable]~~

~~WHEREAS pursuant to the terms of the [● Order/NOI], ● (the "[Receiver/Trustees/Monitor]") was named [Receiver/Trustees/Monitor] of the Petitioner; and~~

~~WHEREAS on ●, the Court issued an Order (the "Vesting Order") thereby, *inter alia*, authorizing and approving the execution by the Petitioner of an agreement entitled ● Agreement (the "Purchase Agreement") by and between ●, as vendor (the "Vendor") and ● as purchaser (the "Purchaser"), copy of which was filed in the Court record, and into all the transactions contemplated therein (the "Transaction") with such alterations, changes,~~

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~~amendments, deletions or additions thereto, as may be agreed to with the consent of the [Receiver/Trustees/Monitor].~~

TO: The Superior Court of Québec and The Registrar of the Register of Personal and Movable Real Rights (the "Registrar of the RPMRR")

This certificate is addressed to you in accordance with the judgment dated \_\_\_\_\_, 2019 rendered by \_\_\_\_\_ of the Superior Court, in the Court file bearing number 500-11-056046-192, sitting in Commercial Division, in and for the District of Montréal (the "Vesting Order"), a certified copy of which is attached.

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the ~~[Receiver/Trustees/Monitor]~~ Trustee once the (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

**THE ~~[RECEIVER/TRUSTEES/MONITOR]~~ TRUSTEE CERTIFIES ~~[THAT IT HAS BEEN ADVISED BY THE VENDOR AND THE PURCHASER AS TO]~~ THE FOLLOWING:**

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

~~This Certificate was issued by the [Receiver/Trustees/Monitor] at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].~~

\*\*\*\*\*

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The Trustee hereby requests the Registrar of the RPMRR to strike the following Encumbrances with respect to the Purchased Assets:

- (a) 9216-0704 Québec Inc., on April 11, 2017, Fiche 001 of Exhibit P-4 (at pages 5 and 6 of 54), under number 17-0328067-0007, for an amount of \$143,008.32, on the universality of movable property limited to property located in the Chateauguay Location;
- (b) Immeubles Marché St-Léonard Inc., on June 25, 2013, Fiche 006 of Exhibit P-4 (at pages 44 and 45 of 54), under number 13-0543340-0001, for an amount of \$100,000.00, on the universality of the Debtor's present and future movable property; and
- (c) Royal Bank of Canada, on August 20, 2013, Fiche 004 of Exhibit P-4 (at pages 34 and 35 of 54), under number 13-0731414-0001, for an amount of \$30,360.00 for the Ford T-Connect vehicle described therein.

**MNP LTD.,**  
in its capacity as trustee to the  
notice of intention of J. Slawner Ltée

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Sheri Aberback, CIRP, LIT, CFE

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**SCHEDULE "B"**

**PERMITTED ENCUMBRANCES**

|

**SCHEDULE "C"****ASSIGNED AGREEMENTS**

- [1] lease dated March 27, 2018 with COMPLEX JEAN-TALON WEST INC., for 4980, Jean-Talon West, Montréal (and for clarity, regarding the leased premises originally designated therein as being unit #90 of 5000, Jean-Talon West, Montréal);
- [2] lease with 9155-4956 QUÉBEC INC., for 2377, Principale Street, Suite 200, Magog;
- [3] lease with THE SIR MORTIMER B. DAVIS JEWISH GENERAL HOSPITAL FOUNDATION for 3755 Cote Ste-Catherine, Montréal;
- [1][4] lease dated July 8, 2016 with 9216-0704 QUÉBEC INC. for 230, Boul Brisebois, Local 1, Chateauguay.