

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

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

N°: 500-11-058534-203

**3717291 CANADA INC.**

Debtor/Petitioner

and

**MNP LTD.**

Trustee

and

**REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS**

Mise-en-cause

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**MOTION TO EXTEND THE DELAY TO FILE A PROPOSAL AND TO  
AUTHORIZE THE SALE OF AN ASSET**  
(50.4 (9) and 65.13 of the *Bankruptcy and Insolvency Act* on the BIA)

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**IN SUPPORT OF THE PRESENT MOTION, DEBTOR/PETITIONER STATES:**

**A. INTRODUCTION**

1. By way of the present Motion, 3717291 Canada Inc. (“**Bo-Bébé**” or the “**Debtor**”) is asking this honourable Court to:
  - a. Extend its time period to file a proposal, which is set to expire on August 21, 2020, until October 5, 2020; and
  - b. Authorize it to sell an asset, namely a trademark, outside of the normal course of business.
2. As appears from the Trustee’s report (the “**Report**”), filed in support of this Motion as **Exhibit P-1**, the Trustee supports both requests being made herein.

## **B. THE DEBTOR AND ITS INSOLVENCY**

3. Bo-Bébé was established in 1995. Its current shareholders are 9252-5112 Quebec Inc. (“**5112**”) and 9252-5104 Quebec Inc. (“**5104**”) and its registered office is in Montreal, Quebec.
4. Bo-Bébé presently operates a retail store in Laval and an online store selling baby products.
5. Although it had expanded its operations significantly between 2009 and 2014, by increasing the size of its original Montreal store, opening two additional stores, in Laval and Saint-Hubert, and launching an online store, increased competition from online retailers, notably Amazon, resulted in lower sales for the company, and a need for the company to scale back on some of its fixed costs.
6. At the end of 2019, Bo-Bébé closed its Montreal store.
7. In early 2020, Bo-Bébé, like many retailers, struggled significantly as a result of the COVID-19 pandemic, and after the two-month government closures of retail establishments, it made the decision not to reopen its St-Hubert store.
8. Increased indebtedness due to these store closures, decreased sales due to competition, and the financial difficulties of a related company, Kidiway Inc., resulted in significant increased pressure from its lender, National Bank of Canada (“**NBC**”), and led Bo-Bébé to file a Notice of Intention to make a proposal on July 22, 2020 (the “**NOI**”).
9. Shortly before filing the NOI, on July 8, 2020, Bo-Bébé, together with Kidiway, 5112 and 5104 (collectively, the “**Companies**”) entered into a forbearance agreement with NBC (the “**Forbearance Agreement**”), wherein NBC, *inter alia*, gave the Companies until October 31, 2020 to carry out a restructuring plan.
10. The restructuring plan developed by the Companies, in consultation with the Trustee and certain key creditors, including NBC, foresaw the sale of the Kidiway’s assets in a liquidation, the granting of additional security to certain creditors that had guaranteed Kidiway’s debts, and ultimately, for Bo-Bébé to continue as a going concern.
11. Indeed, with a refocused business in one solid retail location, and one online store, Bo-Bébé expects to imminently be in a position to make a proposal to its creditors and continue its business as a going concern.

## **C. REQUEST FOR AN EXTENSION OF THE DELAY TO FILE A PROPOSAL**

12. Bo-Bébé has acted, and is acting, in good faith, and with diligence. It has been discussing with its creditors, working on implementing its restructuring plan, and assisting in the sale of Kidiway’s assets, the whole as is described more fully below.
13. Bo-Bébé will likely be in a position to make a viable proposal, if the requested delay is granted.

14. No creditor would be materially prejudiced if the extension being applied for were to be granted.
15. As appears from the Trustee's Report, the Trustee supports the request for an extension of the delay to file an NOI.

**D. AUTHORIZATION TO SELL AN ASSET OUTSIDE OF THE NORMAL COURSE OF BUSINESS**

16. As mentioned, part of the restructuring plan envisaged by Bo-Bébé, together with its shareholders, Kidiway, and the Trustee, includes the sale of Kidiway's assets.
17. While such plan was originally to sell the Kidiway assets in a liquidation, the Companies received an offer to purchase such assets as a going concern, in accordance with an offer to purchase dated August 10, 2020 (the "**Offer**"), a copy of which is communicated herewith under seal as **Exhibit P-2**.
18. The circumstances surrounding the process by which the Offer was obtained are more fully described in the *Motion to Authorize a Sale of Assets and for the Issuance of an Approval and Vesting Order* made by Kidiway in Court file number 500-11-058617-206, a copy of which is communicated herewith as **Exhibit P-3**, and which will be presented concurrently with the present Motion.
19. In the Offer, Mark Srour, acting without personal responsibility on behalf of a company to be incorporated (the "**Purchaser**"), seeks to purchase substantially all of Kidiway's assets, with the exception of certain excluded property (the "**Kidiway Assets**"), as well as all intellectual property owned by Bo-Bébé, 5112 and 5104, that in any manner whatsoever related to Kidiway's business and were used by Kidiway.
20. In particular, the Offer requires that Bo-Bébé sell to it:

*The trademark "Kidiway" owned by 3717291 (the "**Kidiway Trademark**") as well as all other intellectual property in its broadest sense owned by 3717291 or in which 3717291 has any right, title or interest (to the extent of such rights, title or interest) as at the date of this Offer (including without limitation, all other trademarks and all patents and patents pending) which in any manner whatsoever relate to Kidiway's business or were used by Kidiway (the "**3717291 IP**");*

(the "**3717291 IP**")

21. As appears from the Trustee's Report, the sale of the 3717291 IP is an essential component to the sale of the Kidiway Assets, and such transaction is conditional upon the Purchaser also acquiring the 3717291 IP.
22. Bo-Bébé does not use the 3717291 IP in the conduct of its business, and same does not have any value to it once Kidiway is no longer being operated by its shareholders.

23. The consideration to be received by Bo-Bébé for the 3717291 IP is reasonable, and will contribute to Bo-Bébé's ability to make a proposal for the benefit of its creditors.
24. The Purchaser is not related to Bo-Bébé or any of its related companies.
25. Consequently, the Trustee has recommended that the Offer be approved and the sale of the 3717291 IP authorized and Bo-Bébé asks this Court to authorize the sale of the 3717291 IP to the Purchaser, free and clear of any security charges or other restrictions, including, without limitation, those registered at the Quebec Personal and Movable Real Rights Registrar (the "RDPRM") and appearing in the extract of the RDPRM communicated herewith as **Exhibit P-4**, and to grant other conclusions accessory to such sale, the whole in accordance with a draft Vesting Order communicated herewith as **Exhibit P-5**.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO:**

26. **GRANT** the present Motion to Extend the Delay to File a Proposal and to Authorize the Sale of an Asset (the "**Motion**");
27. **DECLARE** valid and sufficient the service of the Motion;
28. **ABRIDGE** the applicable delay for the presentation of the Motion, if necessary;
29. **EXTEND** the delay for the Debtor to file a proposal until October 5, 2020;
30. **AUTHORIZE** the sale by 3717291 Canada Inc. ("**3717291**" or the "**Debtor**") to Mark Srour, without personal liability on behalf of a company to be incorporated (the "**Purchaser**"), of the "**3717291 IP**", as defined in and provided for in the offer dated August 10, 2020 (Exhibit P-2 the "**Offer**") and the execution by the Debtor of all transaction documents contemplated therein;
31. **ORDER** and **DECLARE** that the Order to be rendered shall constitute the only authorization required by the Debtor to proceed with the transaction contemplated in the Offer (the "**Transaction**"), and that no shareholder approval or other approval shall be required in connection therewith, except as contemplated in the Offer;
32. **ORDER** and **DECLARE** 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 3717291 IP shall vest absolutely and exclusively in and with the Purchaser, and all of the 3717291 IP will be completely free and clear of all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure of 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, contractual rights relating to the 3717291 IP, pre-inscriptions or any other publications in favour of third parties relating to the 3717291 IP or other claims or encumbrances, whether or not they have attached or have been perfected, registered, published or filed and whether secured, unsecured or otherwise, including, without limitation, any and all of the foregoing

evidenced by any registrations, publications or filings pursuant to the *Civil Code of Quebec* or any other application legislation (collectively the “**Encumbrances**”);

33. **ORDER** that all of the Encumbrances affecting or relating to the 3717291 IP, be cancelled and discharged as against the 3717291 IP, in each case effective as of the applicable time and date of the Certificate;
34. **DECLARE** that upon issuance of the Certificate, (i) 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*, and (ii) other than the “Assumption” (as defined in the Purchase Agreement) Purchaser will not, under any circumstances whatsoever, assume or be liable for any debts, liabilities or obligations of the Debtor;
35. **ORDER** and **DIRECT** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof;
36. **ORDER** 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 cancel the following registrations in connection with the 3717291 IP in order to allow the transfer to the Purchaser of the 3717291 IP free and clear of such registrations:

<b>Deed</b>	<b>Number</b>	<b>Date</b>	<b>Secured Party</b>
Hypothèque conventionnelle sans dépossession	12-0283496-0001	April 17, 2012	Banque Nationale du Canada
Hypothèque conventionnelle sans dépossession	13-0418977-0003	May 21, 2013	Banque Nationale du Canada
Hypothèque conventionnelle sans dépossession	14-0067483-0001	January 28, 2014	Investissement Québec

37. **ORDER** that the net proceeds from the sale of the 3717291 IP (the “**Net Proceeds**”) shall be remitted to the Trustee and shall be distributed in accordance with applicable legislation.
38. **ORDER** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the 3717291 IP shall stand in the place and stead of the 3717291 IP, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the 3717291 IP immediately prior to the sale, as if the 3717291 IP had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

39. **ORDER and DECLARE** that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any petition for a receiving order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such petition; or
  - (c) the provisions of any federal or provincial legislation;

the vesting of the 3717291 IP contemplated herein, as well as the execution of the Purchase Agreement pursuant to the Order to be rendered, shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Debtor, the Purchaser or the Trustee;

40. **DECLARE** that, subject to other orders of the Court, nothing in the Order to be rendered shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the 3717291 IP. The Trustee shall not, as a result of the Order to be rendered, be deemed to be in possession of any of the 3717291 IP within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
41. **DECLARE** that no action lies against the Trustee by reason of the Order to be rendered or the performance of any act authorized by the Order to be rendered, except by leave of the Court and that the entities related to the Trustee shall benefit from the protection arising under the present paragraph;
42. **ORDER** that the Purchaser or the Debtor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
43. **ORDER** that the Purchase Agreement be kept confidential and under seal until further order of the Court.
44. **DECLARE** that the Order to be rendered shall have full force and effect in all provinces and territories in Canada;
45. **DECLARE** 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 and that all courts and administrative bodies of all such jurisdictions be respectfully requested to make such orders and to provide such assistance to the Trustee as may be deemed necessary or appropriate for that purpose;
46. **REQUEST** 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 to be rendered;

47. **ORDER** the provisional execution of the Order to be rendered notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;
48. **THE WHOLE** without costs, except if contested.

Montreal, August 18, 2020

*Fishman Flanz Meland Paquin LLP*  

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**FISHMAN FLANZ MELAND PAQUIN LLP**  
Attorneys for the Debtor/Petitioner

**AFFIDAVIT**

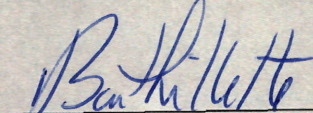
I, the undersigned Charbel Nassif, duly appointed representative of 3717291 Canada Inc., residing and domiciled for the purposes hereof at 2205 boulevard Industriel, Laval, Quebec, solemnly declare the following:

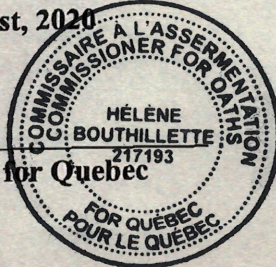
1. I am a director of 3717291 Canada Inc.;
2. All of the facts alleged in the *Motion to Extend the Delay to File a Proposal and to Authorize the Sale of an Asset* are true.

**AND I HAVE SIGNED**

  
\_\_\_\_\_  
**Charbel Nassif**

Solemnly declared before me at Montreal  
on this 18<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
Commissioner of Oaths for Quebec





CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N°: 500-11-058534-203

**SUPERIOR COURT**  
(Commercial Division)

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

**3717291 CANADA INC.**

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and

**MNP LTD.**

Trustee

and

**REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS**

Mise-en-cause

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**NOTICE OF PRESENTATION**

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TO:	<p><b>Me Tiziana Di Donato</b> <a href="mailto:tdidonato@morencyavocats.com">tdidonato@morencyavocats.com</a></p> <p><b>Me Stephanie Poitras</b> <a href="mailto:spoitras@morencyavocats.com">spoitras@morencyavocats.com</a></p> <p>Morency Société d'avocats s.e.n.c.r.l. 500, Place d'Armes, 25<sup>e</sup> étage, Montréal QC H2Y 2W2</p> <p><b>Counsel for National Bank of Canada</b></p>	<p><b>Mr. Eric Pelletier</b> <a href="mailto:Eric.Pelletier@invest-quebec.com">Eric.Pelletier@invest-quebec.com</a></p> <p>Investissement Québec 413, rue Saint-Jacques, bureau 500 Montréal (Québec) H2Y 1N9</p> <p><b>Investissement Québec</b></p>
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	<p><b>Canada Revenue Agency Department of Justice Canada</b> <a href="mailto:NotificationPGC-AGC.civil@justice.gc.ca">NotificationPGC-AGC.civil@justice.gc.ca</a></p> <p>200 René-Lévesque West 9th floor Montreal, Quebec, H2Z 1X4</p> <p><b>Canada Revenue Agency</b></p>	<p><b>Revenu Québec</b> <a href="mailto:notif-quebec@revenuquebec.ca">notif-quebec@revenuquebec.ca</a></p> <p>Revenu Québec 3800 Rue de Marly Secteur 528 Québec, Québec, G1X 4A5</p> <p><b>Revenue Quebec</b></p>
	<p><b>RDPRM</b> <a href="mailto:services@rdprm.gouv.qc.ca">services@rdprm.gouv.qc.ca</a></p> <p><b>Registre des droits personnels et réels mobiliers</b> Direction générale des registres et de la certification Ministère de la Justice 1, rue Notre-Dame Est, bureau 7.07 Montréal, Québec H2Y 1B6</p> <p><b>Registre des droits personnels et réels mobiliers</b></p>	<p><b>Me Gerald F. Kandestin</b> <a href="mailto:gkandestin@kklex.com">gkandestin@kklex.com</a></p> <p><b>Kugler Kandestin S.E.N.C.R.L. / LLP</b> 1, Place Ville-Marie, Suite 1170 Montréal, QC H3B 2A7 Canada</p> <p><b>Counsel for the Purchaser</b></p>

You are hereby advised that the attached *Motion to Extend the Delay to File a Proposal and to Authorize the Sale of an Asset* will be presented for adjudication before the Bankruptcy Registrar, or one of the Judges, of the Superior Court of Quebec (Commercial Division) on **August 21 at 8:45 am in room 16.10** of the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6. Petitioner discloses the following exhibits in support of its Motion:

<b>Exhibit P-1.</b>	Trustee's Report
<b>Exhibit P-2.</b>	Offer dated August 10, 2020, under seal
<b>Exhibit P-3.</b>	Motion in Court file number 500-11-058617-206
<b>Exhibit P-4.</b>	RDPRM Extract
<b>Exhibit P-5.</b>	Draft Approval and Vesting Order, with Compare to Model Order

Do govern yourselves accordingly.

Montreal, August 18, 2020

*Fishman Flanz Meland Paquin LLP*

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**FISHMAN FLANZ MELAND PAQUIN LLP**

Attorneys for the Debtor/Petitioner

**SUPERIOR COURT  
District de Montréal  
(Commercial Division)**

**In the matter of the Notice of Intention to Make a  
Proposal of:**

**3717291 CANADA INC.**

**Debtor/Petitioner**

**and**

**MNP LTD.**

**Trustee**

**and**

**REGISTER OF PERSONAL AND MOVABLE  
REAL RIGHTS**

**Mise-en-cause**

**MOTION TO EXTEND THE DELAY TO FILE A  
PROPOSAL AND TO AUTHORIZE THE SALE  
OF AN ASSET**

(Sections 50.4(9) and 65.13 of the  
*Bankruptcy and Insolvency Act*)

**ORIGINAL**

File: KIDIWA-1

Nature:

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Tel: 514 / 932-4100

**CODE: BM-0309**

**500-11-058534-203 - In the matter of the Notice of Intention to Make a Proposal of 3717291 Canada Inc. And MNP Ltd. et al.**

1 message

Helene Bouthillette &lt;hbouthillette@ffmp.ca&gt;

Tue, Aug 18, 2020 at 1:48 PM

To: tdidonato@morencyavocats.com, Stéphanie Poitras &lt;spoitras@morencyavocats.com&gt;, Eric.pelletier@invest-quebec.com, NotificationPGC-AGC.civil@justice.gc.ca, Notif-quebec@revenuquebec.ca, services@rdprm.gouv.qc.ca, gkandestin@kklex.com

Cc: Tina Silverstein &lt;tsilverstein@ffmp.ca&gt;

**Fishman Flanz Meland  
Paquin LLP****BORDEREAU D'ENVOI (ART. 134 C.P.C.)/TRANSMISSION SHEET (ART. 134 C.C.P)  
(NOTIFICATION PAR COURRIER ÉLECTRONIQUE)/(NOTIFICATION BY ELECTRONIC MAIL)****DATE, HEURE ET MINUTES DE L'ENVOI/DATE AND TIME OF TRANSMISSION:**

Montréal, August 18, 2020

Heure/Time : voir entête du courriel/see email header

**EXPÉDITEUR/SENDER:**

**Nom/Name :** M<sup>c</sup> Tina Silverstein  
**Étude/Firm:** Fishman Flanz Meland Paquin s.e.n.c.r.l.  
**Adresse/Address :** 1250, boul. René-Lévesque Ouest, bureau 4100, Montréal (Québec) H3B 4W8  
**Téléphone/Telephone :** (514) 932-4100  
**Courriel/Email :** [tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)  
**Notre référence/**  
**Our reference :** KIDIWA-1

**DESTINATAIRES/RECIPIENTS:**

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**DESTINATAIRES/RECIPIENTS:**

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**Your reference :**

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**Nom/Name :**  
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**Téléphone/Telephone :**  
**Courriel/Email :** [NotificationPGC-AGC.civil@justice.gc.ca](mailto:NotificationPGC-AGC.civil@justice.gc.ca)  
**Votre référence/**  
**Your reference :**

**DESTINATAIRES/RECIPIENTS:**

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**Téléphone/Telephone :**  
**Courriel/Email :** [Notif-quebec@revenuquebec.ca](mailto:Notif-quebec@revenuquebec.ca)  
**Votre référence/**  
**Your reference :**

**DESTINATAIRES/RECIPIENTS:**

**Nom/Name :**  
**Étude/Firm:** Registre des droits personnels et réels mobiliers  
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**Téléphone/Telephone :**  
**Courriel/Email :** [services@rdprm.gouv.qc.ca](mailto:services@rdprm.gouv.qc.ca)  
**Votre référence/  
Your reference :**

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**DESTINATAIRES/RECIPIENTS:**

**Nom/Name :** M<sup>c</sup> Gerald F. Kandestin  
**Étude/Firm:** Kugler Kandestin LLP  
**Adresse/Address :** 1 Place Ville-Marie, Suite 1170, Montreal QC H3B 2A7  
**Téléphone/Telephone :**  
**Courriel/Email :** [gkandestin@kklex.com](mailto:gkandestin@kklex.com)  
**Votre référence/  
Your reference :**

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**IDENTIFICATION DU DOSSIER ET NATURE DU DOCUMENT TRANSMIS/****IDENTIFICATION OF FILE AND NATURE OF DOCUMENT BEING TRANSMITTED:**

**Numéro de dossier/** 500-11-058534-203  
**File Number:**  
**Parties:** In the matter of the Notice of Intention to Make a Proposal of 3717291 Canada Inc.  
And MNP Ltd. et al.  
**Nature du document/** Motion to Extend the Delay to File a Proposal and to Authorize the Sale of an Asset  
**Nature of document:** (Sections 50.4(9) and 65.13 of the *Bankruptcy and Insolvency Act*)

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**IDENTIFICATION DU FICHIER TRANSMIS/****IDENTIFICATION OF DOCUMENT BEING TRANSMITTED :**

**Nom du fichier/** 2020-08-18- Bo-Bébé Motion to Extend Delay & Approve Sale of an Asset  
**Name of document:**  
**Format du document/** PDF  
**Format of document:**  
**Nombre de pages/** 12  
**Number of Pages :**

**Hélène Bouthillette****Assistant to Mark E. Meland**

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 **2020-08-18- Bo-Bébé Motion to Extend Delay & Approve Sale of an Asset.pdf**  
2322K

CANADA  
PROVINCE DE QUÉBEC

COUR SUPÉRIEURE  
Chambre commerciale

No division : 01 - Montréal  
No cour : 500-11-058534-203  
No dossier : 41-2659830

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

**3717291 CANADA INC.** personne insolvable ayant son siège social au 1255 rue Peel, bureau 1000, dans la ville de Montréal, province de Québec et ayant ses bureaux exécutifs au 2205 Boul. Industriel, dans la ville de Laval, province de Québec

Débitrice

- et -

**MNP LTÉE INC. ES QUALITÉ SYNDIC À L'AVIS D'INTENTION DE DÉPOSER UNE PROPOSITION**, société légalement constituée, ayant sa place d'affaire au 1155, boulevard René-Lévesque Ouest, 19<sup>e</sup> étage, dans la ville de Montréal, province de Québec.

Syndic

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**RAPPORT DU SYNDIC À L'APPUI DE LA REQUÊTE DE LA DÉBITRICE  
POUR PROROGATION DE DÉLAI EN VUE DE  
DÉPOSER UNE PROPOSITION CONCORDATAIRE**  
(Paragraphe 50.4 (7) et 50.4(9) de la Loi sur la faillite et l'insolvabilité)

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**I. INTRODUCTION**

1. Le 22 juillet 2020, 3717291 Canada Inc. (« **Bo-Bébé** », la « **Débitrice** » ou la « **Société** ») a déposé un *Avis d'intention de faire une proposition* (« **l'Avis** ») conformément aux dispositions de l'article 50.4(1) de la *Loi sur la faillite et l'insolvabilité* (la « **Loi** »), le tout tel qu'il appert aux registres de la Cour;
2. Le Syndic MNP LTÉE. (le « **Syndic** ») a consenti à agir comme syndic à la proposition;
3. Le 23 juillet 2020, la Débitrice a déposé un état de l'évolution de l'encaisse pour la période du 20 juillet au 16 octobre 2020, et le Rapport de la personne insolvable sur l'état de l'évolution de l'encaisse. Le syndic a produit son rapport aussi le même jour. Copies de l'état de l'évolution de l'encaisse, ainsi que les deux rapports sont joints en **Annexe A**;
4. Pendant la période du 20 juillet au présente, le Syndic a assisté la Débitrice en surveillant régulièrement les recettes et débours de la Débitrice. Une copie du rapport préparé par le Syndic à l'égard des résultats pour la période du 20 juillet au 14 août est jointe en **Annexe B**;
5. En date des présentes, la Débitrice n'a pas déposé de proposition et les délais statutaires pour déposer ladite proposition expirent le 21 août 2020;

## II. HISTORIQUE ET CAUSES DES DIFFICULTÉS FINANCIÈRES

6. 3717291 Canada Inc. est une entreprise québécoise fondée en 1995 se spécialisant dans les produits de bébé. Ses actionnaires actuels sont 9252-5112 Quebec Inc. (« **5112** ») et 9252-5104 Quebec Inc. (« **5104** »);
7. Au cours de ses premières années d'existence, la Société fabriquait elle-même quelques articles tels des bavettes, des draps, des couvre-lits et quelques modestes accessoires pour bébé. La Société ouvre ses portes au public avec son premier magasin Bô Bébé au début de l'année 2000 dans un modeste local de 2 000 pieds carrés à Montréal sur la rue St-Laurent, et se concentre alors sur le commerce de détail;
8. La Société débute une phase de croissance en 2009 :
  - a. 2009 : ouverture d'un 2<sup>e</sup> magasin, situé à Laval et d'une superficie de 14 000 pieds carrés;
  - b. 2011 : agrandissement du magasin de Montréal à 16 000 pieds carrés;
  - c. 2012 : lancement d'un nouveau site web;
  - d. 2014 : ouverture d'un 3<sup>e</sup> magasin, situé à St-Hubert et d'une superficie de 20 000 pieds carrés;
9. Les problèmes financiers de la Société débutent un peu après cette phase de croissance, avec le virage numérique et l'arrivée de compétiteurs importants dans la vente en ligne de produits pour bébé. Une réduction graduelle des ventes débute suivant l'année fiscale 2016. Selon les états financiers de la Société, le chiffre d'affaires passe d'environ 19.5M \$ à environ 14.5M \$ de l'année fiscale 2016 à 2019;
10. La structure de coûts fixes devient trop importante considérant la réduction du chiffre d'affaires, notamment au niveau des frais d'occupation;
11. À la lumière des résultats récents, la Société ferme son magasin de Montréal un peu avant la fin de l'année fiscale 2019 en vue d'optimiser ses opérations. Selon les états financiers de la Société, une perte de 2.4M \$ a été enregistrée au courant de l'année fiscale 2019 (12 mois terminés le 30 septembre 2019);
12. La plateforme web est mis à jour au début de l'année fiscale 2020 dans l'objectif d'augmenter ses ventes en ligne;
13. L'arrivée de la pandémie COVID-19 en mars 2020 donne un autre coup dur à la Société qui se voit dans l'obligation de fermer temporairement ses deux magasins (Laval et St-Hubert) pendant environ 2 mois conformément aux mesures gouvernementales imposées;
14. Puisque le magasin de St-Hubert opérait à perte depuis un certain temps, la Société prend la décision de ne pas procéder à la réouverture. Un avis de résiliation est envoyé par le propriétaire le 16 juillet, soit environ 1 semaine avant le dépôt de l'Avis;
15. Une compagnie sœur à Bo-Bébé, Kidiway Inc. (« **Kidiway** »), se trouve également en difficulté financière. La Banque Nationale du Canada (« **BNC** ») est le créancier de garantie de premier rang pour ces deux compagnies et Bo-Bébé a donné caution pour le prêt BNC de Kidiway. La Compagnie et Kidiway sont également co-emprunteurs pour les prêts avec IQ et FTQ.



16. Après plusieurs mois de discussions avec la BNC, cette dernière envoie une demande de paiement et préavis de l'intention de mettre à exécution ses garanties en vertu de l'article 244 de la Loi le 17 avril 2020;
17. Avant le dépôt de l'Avis, le 8 juillet 2020, la Société, Kidiway, 5112 et 5104 (collectivement les « **Compagnies** ») sont entrés dans une entente de tolérance avec la BNC, laquelle accorde aux Compagnies jusqu'au 31 octobre 2020 pour restructurer leurs opérations. Le plan établi par la compagnie prévoyait entre autres la liquidation de Kidiway et la continuité des opérations pour Bo-Bébé;

### III. PLAN DE RESTRUCTURATION ET DEVELOPPEMENTS RECENTS

18. Depuis le dépôt de l'Avis, la Débitrice analyse ses options pour son financement à long terme;
19. La Débitrice est en communication avec les représentants de plusieurs de ses créanciers;
20. La Débitrice analyse la rentabilité de ses produits afin d'assurer la pérennité de son entreprise;
21. Au courant de la période du 20 juillet au 14 août 2020, Le Syndic a assisté la Débitrice notamment en surveillant régulièrement ses recettes et débours. Ci-dessous se trouve un sommaire des faits saillants de la dernière période :
  - a. Variation positive nette de l'encaisse d'environ 195 000\$;
  - b. Les ventes ont été inférieures d'environ 290 000\$ comparativement aux prévisions principalement en raison des vacances ayant eu un impact plus important qu'anticipé;
  - c. Les achats ont cependant été inférieurs d'environ 513 000 \$ comparativement aux prévisions. La compagnie a un surplus d'inventaire en raison de la fermeture de la succursale de St-Hubert et réduit graduellement son niveau d'inventaire afin d'optimiser l'utilisation de ses locaux;
22. Subséquemment au dépôt de l'avis de Bo-Bébé, Kidiway dépose également un avis d'intention de faire une proposition le 12 août 2020;
23. Dans le cadre de la restructuration de Kidiway, cette dernière a accepté une offre conditionnelle à l'approbation du tribunal pour vendre ses actifs en continuité d'exploitation. Dans ladite offre, l'acheteur demande la vente de la marque de commerce Kidiway (la Propriété Intellectuelle « **PI** »). La PI est détenue par Bo Bébé, mais celle-ci a seulement une valeur rattachée aux actifs (produits et raison sociale) de Kidiway. Le créancier garanti de premier rang a donné son approbation pour ladite vente de la PI pour la somme de 25 000 \$;
24. Le Syndic est d'avis que, dans les circonstances, l'offre est raisonnable considérant que la PI n'a pas de valeur une fois que Kidiway ne sera plus en opération par ses actionnaires;
25. Malgré les efforts déployés depuis le dépôt de l'avis, la Débitrice requiert du temps additionnel afin de continuer ses démarches de restructuration en vue de faire une proposition à ses créanciers;

#### IV. AUTRES

26. Le Syndic est d'avis que :

- a. la personne insolvable a agi et toujours agit de bonne foi et avec diligence ;
- b. la Société sera dans une meilleure position pour faire une proposition viable, si l'extension actuelle était accordée ; et
- c. l'extension, si elle est accordée, ne causera pas un préjudice grave à l'un ou l'autre des créanciers.

#### V. RECOMMANDATIONS

27. Le Syndic est d'avis que si cette honorable Cour prolonge le délai pour déposer la proposition pour une période de quarante-cinq (45) jours après l'expiration du délai, soit jusqu'au 5 octobre 2020, la Débitrice pourrait être en mesure de soumettre une proposition viable à ses créanciers;
28. Le Syndic recommande à cette honorable Cour d'autoriser la vente de la PI détenu par Bo-Bébé à l'acheteur potentiel de Kidiway, dans le cadre de la vente en continuité d'exploitation des actifs de celle-ci pour la somme de 25 000 \$;

Respectueusement soumis,

Montréal, le 18e jour d'août 2020

**MNP LTÉE**



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Sheri L. Aberback, CIRP, LIT, CFE  
Syndic désignée

No. Cour : 500-11-058534-203  
No. Surintendant : 41-2659830

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COUR SUPÉRIEURE  
(Chambre commerciale)

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DANS L'AFFAIRE DE L'AVIS D'INTENTION DE FAIRE UNE  
PROPOSITION DE :

**3717291 CANADA INC.**

Débitrice

- et -

**MNP LTÉE**

Syndic

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**RAPPORT DU SYNDIC À L'APPUI DE LA REQUÊTE DE LA  
DÉBITRICE POUR PROROGATION DE DÉLAI EN VUE DE  
DÉPOSER UNE PROPOSITION CONCORDATAIRE**  
*(Paragraphe 50.4(9) de la Loi sur la faillite et  
l'insolvabilité)*

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**MNP LTÉE**

1155, boulevard René-Lévesque Ouest  
19<sup>e</sup> étage  
Montréal, QC H3B 4V2

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

P-2 : Offer to purchase dated August 10, 2020  
**Under Seal**

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

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

N°: 500-11-058617-206

**KIDIWAY INC.**

Debtor/Petitioner

and

**MNP LTD.**

Trustee

and

**REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS**

Mise-en-cause

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**MOTION TO AUTHORIZE A SALE OF ASSETS AND FOR THE ISSUANCE OF AN  
APPROVAL AND VESTING ORDER**  
(Section 65.13 of the *Bankruptcy and Insolvency Act*)

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**IN SUPPORT OF THE PRESENT MOTION, DEBTOR/PETITIONER STATES:**

**A. INTRODUCTION**

1. By way of the present Motion, Kidiway Inc. (“**Kidiway**”), which filed an notice of intention to file a proposal on August 12, 2020, is seeking authorization from the Court to sell assets outside of the ordinary course of business in accordance with an offer to purchase dated August 10, 2020 (the “**Offer**”) a copy of which is communicated herewith under seal as **Exhibit P-1**.
2. A company related to Kidiway, 3717291 Canada Inc. (“**Bo-Bébé**”), which has also filed a notice of intention to make a proposal, is making a parallel Motion in Court file number 500-11-058534-203 (the “**Bo-Bébé Motion**”), a copy of which is communicated herewith as **Exhibit P-2**, seeking, *inter alia*, authorization to sell certain intellectual property it owns relating to Kidiway’s business, outside of the ordinary course of its own business, also in accordance with the Offer.
3. In the Offer, Mark Srour, acting without personal responsibility on behalf of a company to be incorporated (the “**Purchaser**”), seeks to purchase substantially all of Kidiway’s assets, with the exception of certain excluded property (the “**Kidiway**”).

**Assets**”), as well as all intellectual property owned by Bo-Bébé, and two other related companies, that in any manner whatsoever relate to Kidiway’s business and were used by Kidiway (the “**Kidiway IP**”).

4. MNP Ltd., the Trustee in the matter of the notice of intention to make a proposal of Kidiway, is fully supportive of this Motion and the conclusions sought herein, and recommends to the Court that the Offer be approved and the sale authorized in its report (the “**Report**”), communicated herewith, with its Appendices B and C under seal, as **Exhibit P-3**.
5. Accordingly, for the reasons set out herein, Kidiway asks this Court to authorize the sale of the Kidiway Assets to the Purchaser free and clear of any security, charge or other restriction and as a going concern in accordance with the Offer, and to grant other conclusions accessory to such sale, the whole in accordance with the draft vesting order communicated herewith, together with a compare version to the Model Vesting Order, *en liasse* as **Exhibit P-4**.

## **B. THE DEBTOR AND ITS FINANCIAL DIFFICULTIES**

6. Kidiway was established in 2011 by 9252-5112 Quebec Inc. (“**5112**”) and 9252-5104 Quebec Inc. (“**5104**”) and its registered office is in Montreal, Quebec.
7. 5112 and 5104 also own Bo-Bébé, which operates a retail store and an online store selling baby products.
8. Kidiway specializes in products for babies, including nursery furniture and mattresses, which it sells to retailers like Bo-Bébé, as well as to major retail chains such as Walmart, Costco, Best Buy and TJ Maxx.
9. Kidiway has approximately 8 employees.
10. In 2018, as a result of the high cost of raw materials, Kidiway made a decision to shift its business from manufacturing its own products, to importing such products from China.
11. The significant costs of this transformation of its business model, together with significant losses on largely obsolete raw materials, and the increase in the US exchange rate, resulted in significant losses for Kidiway.
12. After many discussions with its bank, National Bank of Canada (“**NBC**”), on the subject of the substantial losses experienced by the company, NBC issued a demand letter to Kidiway, and to Bo-Bébé, 5112 and 5104, on April 7, 2020.
13. In such demand letter, NBC alleged that Kidiway was in default of its obligations to the bank, *inter alia*, as a result of significant margin deficits and failure to meet required financial ratios.

14. On April 17, 2020, NBC issued another demand letter to Kidiway and related companies, together with a notice pursuant to s. 244 of the *Bankruptcy and Insolvency Act* (the “**BIA**”).
15. While negotiations and discussions continued between NBC and Kidiway as to possible sales and liquidation scenarios for the company, on June 2, 2020, NBC issued a prior notice pursuant to the CCQ to sell the assets subject to its security by judicial authority.
16. On July 8, 2020, NBC entered into a forbearance agreement with Kidiway, Bo-Bébé and 5112 and 5104, wherein it, *inter alia*, gave such companies until October 31, 2020 to carry out a restructuring plan.
17. The restructuring plan developed by Kidiway, Bo-Bébé, 5112 and 5104, in consultation with the Trustee and their various lenders, foresaw, *inter alia*, the sale of the Kidiway Assets, the granting of additional security to certain creditors by related companies that had guaranteed Kidiway’s debts and for Bo-Bébé to continue as a going concern (the “**Restructuring Plan**”).

## **C. VALUE OF THE ASSETS AND THE OFFER**

### **C-1. Value of the Kidiway Assets**

18. Between the time of the issuance of the first demand letter and entering into the forbearance agreement, several analyses were prepared by consultants hired on behalf of NBC, as well as by the Trustee, which was originally engaged by Kidiway as a consultant.
19. As appears in the Trustee’s Report, these analyses determined that under no circumstances would the sale of the Kidiway Assets yield enough money to pay off the entire debt due by Kidiway to NBC.
20. However, the Kidiway Assets clearly have more value if they can be sold as a going concern, rather than in a liquidation, due to the decreased value of receivables and inventory in a liquidation, as well as the fact that the goodwill of the company has no value in a liquidation scenario.

### **C-2. Sale of the Assets as a Going Concern**

21. In order to attempt to sell the Kidiway Assets as a going concern, Kidiway’s principals, with the approval of the Trustee and NBC, embarked on discussions with potential qualified purchasers with a view to maximizing the realization from a sale.
22. In order to sell the assets as a going concern, a specialized purchaser is required, since the purchaser must have experience dealing with major retailers and be capable of securing the supply chain required to produce baby products.

23. Time is of the essence since Kidiway does not have access to financing to run its operations as a going concern and to keep the operations afloat.
24. Kidiway's principal's discussions with four potential purchasers yielded one letter of intent and one offer, the Offer, from persons with whom Kidiway had dealt in the past, and who run businesses in the same sector as Kidiway.
25. The letter of intent concerned only the receivables and inventory, at an amount that was equivalent to the liquidation value estimated by the Trustee (the "LOI"). Although the LOI was seriously considered by Kidiway and NBC, the potential purchaser withdrew it.
26. The Offer, which Kidiway is now seeking authorization to accept in the present Motion, was ultimately made by the Purchaser and is the only viable offer on the table.

#### **D. THE OFFER**

27. As appears from the Offer, Exhibit P-1, it contemplates that the Purchaser will purchase the Kidiway Assets, which include, *inter alia*, the receivables resulting from the sale of merchandise, inventory, equipment and goodwill by Kidiway, and the Kidiway IP from Bo-Bébé, 5112 and 5104, free and clear of any security, charge or other restriction.
28. As also appears from the Offer, the Kidiway Assets exclude the cash on hand, Kidiway's rights, title and interest in certain leases, and all other accounts receivable, other than the receivables resulting from the sale of merchandise and credit insurance, including, without limitation, duty drawbacks and tax refunds.
29. Because of the additional inclusions in the Offer that were not foreseen in the LOI, including notably the goodwill of the company, the consideration provided for in the Offer is substantially higher than the consideration contemplated in the LOI.
30. Based on the analyses performed in respect of Kidiway's assets and the offers received, the Trustee is satisfied that the process leading up to the proposed sale was reasonable in the circumstances, that the consideration contemplated in the Offer is fair given the value of the assets, and that the proposed sale will be more beneficial to the creditors than a liquidation in bankruptcy.

#### **D-1. The Purchaser**

31. Neither Mr. Srour, nor the company to be incorporated as Purchaser, are related to Kidiway or any of its related companies.
32. Representatives of the Purchaser operate a business in the baby products sector and, as such, are qualified purchasers to continue Kidiway's business as a going concern.



**D-2. Effect of the Proposed Sale on Creditors**

33. Kidiway owes approximately \$4.34 million to its creditors, including:
- approximately \$1.612 million to its first-ranking secured lender, NBC, (the “NBC Indebtedness”);
  - approximately \$1.091 million to Investissement Quebec (“IQ”), which has second-ranking security on the Kidiway Assets; and
34. As appears from the *Registre des droits personnels et réels mobiliers* (the “RDPRM”), an extract of which is communicated herewith as **Exhibit P-5**, NBC and IQ hold the following conventional hypothecs without which cover the Kidiway Assets:

<b>Deed</b>	<b>Number</b>	<b>Date</b>	<b>Secured Party</b>
Hypothèque conventionnelle sans dépossession	12-0609000-0001	July 26, 2012	NBC
Hypothèque conventionnelle sans dépossession	14-0067483-0001	January 28, 2014	IQ
Hypothèque conventionnelle sans dépossession	16-0059206-0005	January 25, 2016	NBC

(the “Hypothecs”)

35. As also appears from the RDPRM, IQ has ceded its rank in respect of its hypothec to NBC.
36. NBC has consented to the proposed sale.
37. Since the NBC Indebtedness exceeds the consideration contemplated in the Offer, and NBC is the first-ranking secured creditor, NBC is the only creditor affected by the proposed sale.
38. Nevertheless, in addition to consulting with NBC, IQ was also advised of the Restructuring Plan, the Offer, the proposed sale, and that only NBC stands to recover any portion of the proceeds of disposition of the Kidiway Assets. IQ has not advised of any intention to contest the present Motion to approve the proposed sale.

39. Moreover, IQ has not opted to pay the NBC Indebtedness with subrogation, which it could do if it felt that the Kidiway Assets had a net realizable value in excess of the NBC Indebtedness.
40. Finally, the proposed sale will have no effect on any of Kidiway's other unsecured creditors, since the consideration to be received from the Offer is insufficient to satisfy even the prior-ranking claims of NBC and IQ, and any unsecured creditor would have no greater chance of recovery in a bankruptcy or liquidation scenario.

**D-3. Reasonable and Fair Consideration for the Kidiway Assets**

41. The Trustee is satisfied, based on the analyses of the assets conducted by itself and representatives acting for NBC, and based on the offers received, that the consideration to be received from the Offer represents the highest fair market value that can be achieved for the Kidiway Assets.
42. As appears in the Trustee's Report, the alternative to the Offer, being the liquidation of the Kidiway Assets in bankruptcy or receivership, is likely to generate far less recovery than the consideration to be received from the Offer.

**D-4. Effect of the Proposed Sale on Employees**

43. The proposed sale of the Kidiway Assets to the Purchaser as a going-concern will be the most beneficial outcome for certain of Kidiway's employees, some of whom will stay on with the Purchaser for at least 90 days during the transition of the business.
44. If NBC were to realize on its security, Kidiway would cease to carry on business, with the result that all of Kidiway's employees would lose their jobs immediately.

**E. CONCLUSION**

45. The sale of the Kidiway Assets to the Purchaser, free and clear of any security, charge or other restriction and as a going concern in accordance with the Offer, will preserve the goodwill and value associated therewith for the benefit of Kidiway's stakeholders, and result in the best possible realization for the Kidiway Assets.
46. Because of the ongoing losses being incurred by Kidiway, a going-concern sale of its business will only be possible if completed expeditiously.
47. For all of the reasons set out herein, it is in the interests of justice that the Court authorize the sale contemplated by the Offer, in accordance with the terms thereof, and the execution by the Debtor of all transaction documents contemplated therein.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO:**

48. **GRANT** the present *Motion to Authorize a Sale of Assets and for the Issuance of an Approval and Vesting Order* (the "**Motion**");

49. **DECLARE** valid and sufficient the service of the Motion;
50. **ABRIDGE** the applicable delay for the presentation of the Motion, if necessary;
51. **ORDER** that the Report of the Trustee filed under seal as Exhibit P-3 remain under seal until further order of this Court;
52. **AUTHORIZE** the sale by Kidiway Inc. (“**Kidiway**” or the “**Debtor**”) to Mark Srour, without personal liability on behalf of a company to be incorporated (the “**Purchaser**”), of the “**Purchased Property**”, as defined in and provided for in the offer dated August 10, 2020 (Exhibit P-1, the “**Offer**”) and the execution by the Debtor of all transaction documents contemplated therein;
53. **ORDER** and **DECLARE** that the Order to be rendered shall constitute the only authorization required by the Debtor to proceed with the transaction contemplated in the Offer (the “**Transaction**”), and that no shareholder approval or other approval shall be required in connection therewith, except as contemplated in the Offer;
54. **ORDER** and **DECLARE** 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 Property shall vest absolutely and exclusively in and with the Purchaser, and all of the Purchased Property will be completely free and clear of all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure of 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, contractual rights relating to the Purchased Property, pre-inscriptions or any other publications in favour of third parties relating to the Purchased Property or other claims or encumbrances, whether or not they have attached or have been perfected, registered, published or filed and whether secured, unsecured or otherwise, including, without limitation, any and all of the foregoing evidenced by any registrations, publications or filings pursuant to the *Civil Code of Quebec* or any other application legislation (collectively the “**Encumbrances**”).
55. **ORDER** that all of the Encumbrances affecting or relating to the Purchased Property, be cancelled and discharged as against the Purchased Property, in each case effective as of the applicable time and date of the Certificate;
56. **DECLARE** that upon issuance of the Certificate, (i) 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*, and (ii) other than the “Assumption” (as defined in the Purchase Agreement) Purchaser will not, under any circumstances whatsoever, assume or be liable for any debts, liabilities or obligations of the Debtor;

57. **ORDER** and **DIRECT** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof;
58. **ORDER** 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 cancel any registration relating to the Purchased Property, including, without limitation, the following registrations in connection with the Purchased Property in order to allow the transfer to the Purchaser of the Purchased Property free and clear of such registrations:

<b>Deed</b>	<b>Number</b>	<b>Date</b>	<b>Secured Party</b>
Hypothèque conventionnelle sans dépossession	12-0609000-0001	July 26, 2012	Banque Nationale du Canada
Hypothèque conventionnelle sans dépossession	14-0067483-0001	January 28, 2014	Investissement Québec
Hypothèque conventionnelle sans dépossession	16-0059206-0005	January 25, 2016	Banque Nationale du Canada

59. **ORDER** that the net proceeds from the sale of the Debtor's Purchased Property (the "**Net Proceeds**") shall be remitted to the Trustee and shall be distributed in accordance with applicable legislation.
60. **ORDER** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
61. **ORDER** and **DECLARE** that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any petition for a receiving order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such petition; or
  - (c) the provisions of any federal or provincial legislation;

- the vesting of the Purchased Property contemplated herein, as well as the execution of the Purchase Agreement pursuant to the Order to be rendered, shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Debtor, the Purchaser or the Trustee;
62. **DECLARE** that, subject to other orders of the Court, nothing in the Order to be rendered shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Property. The Trustee shall not, as a result of the Order to be rendered, be deemed to be in possession of any of the Purchased Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
63. **DECLARE** that no action lies against the Trustee by reason of the Order to be rendered or the performance of any act authorized by the Order to be rendered, except by leave of the Court and that the entities related to the Trustee shall benefit from the protection arising under the present paragraph;
64. **ORDER** that the Purchaser or the Debtor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
65. **ORDER** that the Purchase Agreement be kept confidential and under seal until further order of the Court.
66. **DECLARE** that the Order to be rendered shall have full force and effect in all provinces and territories in Canada;
67. **DECLARE** 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 and that all courts and administrative bodies of all such jurisdictions be respectfully requested to make such orders and to provide such assistance to the Trustee as may be deemed necessary or appropriate for that purpose;
68. **REQUEST** 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 to be rendered;
69. **ORDER** the provisional execution of the Order to be rendered notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

70. **THE WHOLE** without costs, except if contested.

Montreal, August 18, 2020

*Fishman Flanz Meland Paquin LLP*  

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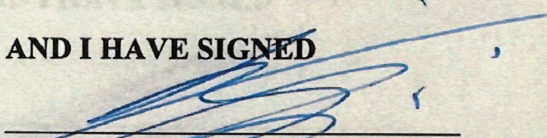
**FISHMAN FLANZ MELAND PAQUIN LLP**  
Attorneys for the Debtor/Petitioner

**AFFIDAVIT**

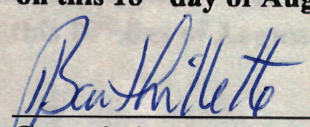
I, the undersigned Charbel Nassif, duly appointed representative of Kidiway Inc., residing and domiciled for the purposes hereof at 2205 boulevard Industriel, Laval, Quebec, do solemnly declare the following:

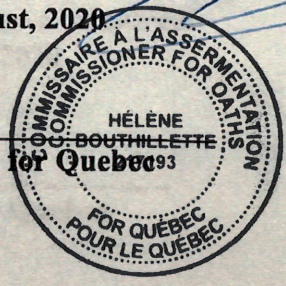
1. I am a director of Kidiway Inc.;
2. All of the facts alleged in the *Motion to Authorize a Sale of Assets and for the Issuance of an Approval and Vesting Order* are true.

**AND I HAVE SIGNED**

  
 \_\_\_\_\_  
**Charbel Nassif**

Solemnly declared before me at Montreal on this 18<sup>th</sup> day of August, 2020.

  
 \_\_\_\_\_  
 Commissioner of Oaths for Quebec



CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

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

N°: 500-11-058617-206

**KIDIWAY INC.**

Debtor/Petitioner

and

**MNP LTD.**

Trustee

and

**REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS**

Mise-en-cause

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**NOTICE OF PRESENTATION**

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TO:	<p><b>Me Tiziana Di Donato</b> <a href="mailto:tdidonato@morencyavocats.com">tdidonato@morencyavocats.com</a></p> <p><b>Me Stephanie Poitras</b> <a href="mailto:spoitras@morencyavocats.com">spoitras@morencyavocats.com</a></p> <p>Morency Société d'avocats s.e.n.c.r.l. 500, Place d'Armes, 25<sup>e</sup> étage, Montréal QC H2Y 2W2</p> <p><b>Counsel for National Bank of Canada</b></p>	<p><b>Mr. Eric Pelletier</b> <a href="mailto:Eric.Pelletier@invest-quebec.com">Eric.Pelletier@invest-quebec.com</a></p> <p><b>Investissement Québec</b> 413, rue Saint-Jacques, bureau 500 Montréal (Québec) H2Y 1N9</p> <p><b>Investissement Québec</b></p>
	<p><b>Canada Revenue Agency</b> <b>Department of Justice Canada</b> <a href="mailto:NotificationPGC-AGC.civil@justice.gc.ca">NotificationPGC- AGC.civil@justice.gc.ca</a></p> <p>200 René-Lévesque West 9th floor Montreal, Quebec, H2Z 1X4</p> <p><b>Canada Revenue Agency</b></p>	<p><b>Revenue Québec</b> <a href="mailto:notif-quebec@revenuquebec.ca">notif-quebec@revenuquebec.ca</a></p> <p><b>Revenue Québec</b> 3800 Rue de Marly Secteur 528 Québec, Québec, G1X 4A5</p> <p><b>Revenue Quebec</b></p>



	<p><b>RDPRM</b>  <a href="mailto:services@rdprm.gouv.qc.ca">services@rdprm.gouv.qc.ca</a></p> <p><b>Registre des droits personnels et réels mobiliers</b>          Direction générale des registres et de la certification          Ministère de la Justice          1, rue Notre-Dame Est, bureau 7.07          Montréal, Québec H2Y 1B6</p> <p><b>Registre des droits personnels et réels mobiliers</b></p>	<p><b>Me Gerald F. Kandestin</b>  <a href="mailto:gkandestin@kklex.com">gkandestin@kklex.com</a></p> <p><b>Kugler Kandestin S.E.N.C.R.L. / LLP</b>          1, Place Ville-Marie, Suite 1170          Montréal, QC H3B 2A7          Canada</p> <p><b>Counsel for the Purchaser</b></p>
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You are hereby advised that the attached *Motion to Authorize Sale of Assets and for an Approval and Vesting Order* will be presented for adjudication before the Bankruptcy Registrar, or one of the Judges, of the Superior Court of Quebec (Commercial Division) on **August 21 at 8:45 am in room 16.10** of the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6. Petitioner discloses the following exhibits in support of its Motion:

<b>Exhibit P-1.</b>	Offer dated August 10, 2020, under seal
<b>Exhibit P-2.</b>	Motion in Court file number 500-11-058534-203
<b>Exhibit P-3.</b>	Trustee's report, with Appendices B and C under seal
<b>Exhibit P-4.</b>	Draft Approval and Vesting Order, and Compare to Model Order
<b>Exhibit P-5.</b>	Extract of the RDPRM

Do govern yourselves accordingly.

Montreal, August 18, 2020

*Fishman Flanz Meland Paquin LLP*  


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**FISHMAN FLANZ MELAND PAQUIN LLP**  
 Attorneys for the Debtor/Petitioner

<b>SUPERIOR COURT District de Montréal (Commercial Division)</b>	
<b>In the matter of the Notice of Intention to Make a Proposal of:</b>	
<b>KIDIWAY INC.</b>  <b>and</b>  <b>MNP LTD.</b>  <b>and</b>  <b>REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS</b>	<b>Debtor/Petitioner</b>    <b>Trustee</b>    <b>Mise-en-cause</b>
<b>MOTION TO AUTHORIZE A SALE OF ASSETS AND FOR THE ISSUANCE OF AN APPROVAL AND VESTING ORDER</b> (Section 65.13 of the <i>Bankruptcy and Insolvency Act</i> )	
<b>ORIGINAL</b>	
File: KIDIWA-1 Nature:	
Me Tina Silverstein <a href="mailto:tsilverstein@ffmp.ca">tsilverstein@ffmp.ca</a> / <a href="mailto:notifications@ffmp.ca">notifications@ffmp.ca</a> <b>FISHMAN FLANZ MELAND PAQUIN LLP</b> 1250 René-Lévesque Blvd. West, Suite 4100 Montréal, Québec H3B 4W8 Tel: 514 / 932-4100	

CODE: BM-0309

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme :  
3717291 CANADA INC  
Code Postal :  
H2N1R2

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0067483-0001	2014-01-28	10:30
	RÉDUCTION VOLONTAIRE 17-0446210-0001	2017-05-09	11:55
	CESSION DE RANG 16-0134720-0001	2016-02-18	09:00
	CESSION DE RANG 14-0546890-0001	2014-06-16	10:30
	CESSION DE RANG 14-0546853-0001	2014-06-16	10:30
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0418977-0003	2013-05-21	14:59
	PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE 20-0477652-0004	2020-06-02	12:02
	CESSION DE RANG 14-0546890-0001	2014-06-16	10:30
	CESSION DE RANG 13-0636708-0001	2013-07-23	09:00
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0418977-0001	2013-05-21	14:59
	CESSION DE RANG 14-0546890-0001	2014-06-16	10:30
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0014813-0001	2013-01-09	14:40
	CESSION DE RANG 14-0546853-0001	2014-06-16	10:30
	CESSION DE RANG 13-0636708-0001	2013-07-23	09:00
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 12-0609139-0001	2012-07-27	09:00
	CESSION DE RANG 14-0546890-0001	2014-06-16	10:30
	RECTIFICATION D'UNE INSCRIPTION 12-0612994-0001	2012-07-27	12:33
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 12-0283496-0001	2012-04-17	14:53
	PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE 20-0477652-0003	2020-06-02	12:02
	CESSION DE RANG 14-0546890-0001	2014-06-16	10:30

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 001 - Détail de l'inscription 1 (de 5)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0067483-0001	2014-01-28 10:30	2024-01-28
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

Investissement Québec  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

3717291 Canada inc.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec H2N 1R2

**Constituant**

Kidiway inc.  
9600, boulevard Saint-Laurent, bureau 502, Montréal, Québec H2N 1R2

**BIENS**

2.1 Pour garantir le paiement de la Dette et l'accomplissement de ses obligations en vertu du présent acte, de même que pour garantir l'acquiescement de toutes ses autres obligations envers le Créancier, présentes et futures, directes et indirectes, le Débiteur hypothèque l'universalité de ses biens meubles, présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils puissent être situés (les « Biens hypothéqués »).

**MENTIONS**

**Somme de l'hypothèque**

UN MILLION DE DOLLARS (1 000 000.00 \$) avec intérêt au taux de vingt-cinq pour cent (25%) par année et une hypothèque additionnelle de DEUX CENT MILLE DOLLARS (200 000.00 \$).

**Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute  
Date : 2014-01-23  
Lieu : Montréal  
N° de minute : 15 676  
Nom du notaire : Christian Giard, notaire

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546853-0001	2014-06-16 10:30
CESSION DE RANG	
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	
16-0134720-0001	2016-02-18 09:00
CESSION DE RANG	
17-0446210-0001	2017-05-09 11:55
RÉDUCTION VOLONTAIRE	

**AVIS D'ADRESSE**

N° 017621

Date, heure, minute de certification : **2020-08-11 15:00**

**Critère de recherche** Nom d'organisme : 3717291 CANADA INC.

**Critère de sélection** Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 001 - Détail de l'inscription 2 (de 5)**

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INSCRIPTION	DATE-HEURE-MINUTE
17-0446210-0001	2017-05-09 11:55

RÉDUCTION VOLONTAIRE DE L'INSCRIPTION :

14-0067483-0001

SUR LES BIENS SUIVANTS:

l'universalité des comptes à recevoir, présents et futurs, payables à Kidiway inc. par Magasins Best Buy Ltée et La Compagnie Wal-Mart du Canada vendus dans le cadre du contrat d'affacturage intervenu avec la Banque Nationale du Canada.

Le constituant désigné dans la réquisition d'inscription est :

3717291 Canada inc.

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 001 - Détail de l'inscription 3 (de 5)**

INSCRIPTION	DATE-HEURE-MINUTE
16-0134720-0001	2016-02-18 09:00
CESSION DE RANG	

**PARTIES**

**Cessionnaire**

Banque Nationale du Canada  
1130, Marcel Laurin, Montreal, Québec H4R 1J7

**Cédant**

Investissement Québec  
600, rue de la Gauchetière Ouest bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, Montréal, Québec H2N 1R2

**BIENS**

-

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
16-0059206-0005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2016-02-04  
Lieu : Laval

**Autres mentions :**

-

Le cédant convient en faveur du cessionnaire que tous les droits et suretés que le cessionnaire détient ou détiendra à l'avenir sur les biens faisant l'objet de cette cession de rang auront priorité sous tous les rapports et prendront rang avant les droits et suretés que le cédant détient maintenant ou détiendra à l'avenir sur lesdits biens.

**AVIS D'ADRESSE**

N° 000784

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 001 - Détail de l'inscription 4 (de 5)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**PARTIES**

**Cédant**

BANQUE NATIONALE DU CANADA  
500, place d'Armes, 3e étage, Montréal, Québec H2Y 2W3

**Cessionnaire**

INVESTISSEMENT QUÉBEC  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609000-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0985899-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-05-13

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

- 1 Desk, modèle JG62014R/L06;
- 1 Desk, modèle JG64305R/L25;
- 16 Desk, modèle JG22109R/L22;
- 1 Desk, modèle JG61903M13;
- 1 Desk, modèle JG63708R/L21
- 1 Dresser, modèle JG6214C12;
- 1 Dresser, modèle JG64405C33;



1 Dresser, modèle JG64008C24;  
12 Dresser, modèle JG23309C30;  
8 Table, modèle JR209L38SL;  
87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de  
Eversuns Cie.  
4 Systèmes de Palettier figurant sur les factures GSE3092691,  
GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond  
Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 000784

N° 017621

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 001 - Détail de l'inscription 5 (de 5)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546853-0001	2014-06-16 10:30
CESSION DE RANG	

**PARTIES**

**Cédant**

DÉVELOPPEMENT IMMOBILIER CAPITAL CPD INC.

2525, boulevard des Sources, Pointe-Claire, Québec

H9R 5Z9

**Cessionnaire**

INVESTISSEMENT QUÉBEC

600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec

H3B 4L8

**Constituant**

3717291 Canada inc.

9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec,

H2N 1R2

**MENTIONS**

Montant : 1 000 000.00 \$

**Référence à l'inscription visée**

NUMÉRO	NATURE
13-0014813-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-06-04

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

1 Desk, modèle JG62014R/L06;

1 Desk, modèle JG64305R/L25;

16 Desk, modèle JG22109R/L22;

1 Desk, modèle JG61903M13;

1 Desk, modèle JG63708R/L21

1 Dresser, modèle JG6214C12;

1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;

12 Dresser, modèle JG23309C30;

8 Table, modèle JR209L38SL;

87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de Eversuns Cie.

4 Systèmes de Palettier figurant sur les factures GSE3092691, GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond

Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 017621

N° 039907

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 002 - Détail de l'inscription 1 (de 4)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0418977-0003	2013-05-21 14:59	2023-05-15
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

Banque Nationale du Canada  
1130, Marcel Laurin, Montreal, Québec

H4R 1J7

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent Bureau 500, Montréal, Québec

H2N 1R2

**BIENS**

-

Tous les biens meubles du Client, corporels et incorporels, présents et futurs, où qu'ils se trouvent, incluant sans limitation les marques de commerce.

**MENTIONS**

**Somme de l'hypothèque**

3 000 000.00, incluant une hypothèque additionnelle de 500 000.00

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2013-05-16  
Lieu : MONTREAL

**Autres mentions :**

-

Le constituant est autorisé à percevoir ses créances conformément à l'article 2744 du Code civil du Québec jusqu'à ce qu'un avis de retrait de percevoir les créances soit publié par le titulaire en vertu de l'article 2745 du Code civil du Québec.

gs

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
13-0636708-0001	2013-07-23 09:00
CESSION DE RANG	
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	
20-0477652-0004	2020-06-02 12:02

PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE

**AVIS D'ADRESSE**

N° 000784

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 002 - Détail de l'inscription 2 (de 4)**

INSCRIPTION	DATE-HEURE-MINUTE
20-0477652-0004	2020-06-02 12:02
PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE	

**PARTIES**

**Titulaire**

BANQUE NATIONALE DU CANADA  
600, DE LA GAUCHETIÈRE OUEST, 9E ÉTAGE, MONTRÉAL H3B 4L2

**Constituant**

3717291 CANADA INC.  
2205, BOULEVARD INDUSTRIEL, LAVAL H7S 1P8

**BIENS**

TOUS LES BIENS MEUBLES DE L'EMPRUNTEUR, CORPORELS ET INCORPORELS,  
PRÉSENTS ET FUTURS, OU QU'ILS SE TROUVENT, INCLUANT SANS LIMITATION LES  
MARQUES DE COMMERCE.

**MENTIONS**

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

Vente sous contrôle de justice

**Référence à l'inscription visée**

NUMÉRO	NATURE
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte de préavis**

Forme de l'acte : Sous seing privé

Date : 2020-06-01

Lieu : MONTRÉAL

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 002 - Détail de l'inscription 3 (de 4)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**PARTIES**

**Cédant**

BANQUE NATIONALE DU CANADA  
500, place d'Armes, 3e étage, Montréal, Québec H2Y 2W3

**Cessionnaire**

INVESTISSEMENT QUÉBEC  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609000-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0985899-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-05-13

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

- 1 Desk, modèle JG62014R/L06;
- 1 Desk, modèle JG64305R/L25;
- 16 Desk, modèle JG22109R/L22;
- 1 Desk, modèle JG61903M13;
- 1 Desk, modèle JG63708R/L21
- 1 Dresser, modèle JG6214C12;
- 1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;  
12 Dresser, modèle JG23309C30;  
8 Table, modèle JR209L38SL;  
87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de  
Eversuns Cie.  
4 Systèmes de Palettier figurant sur les factures GSE3092691,  
GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond  
Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 000784

N° 017621



Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 002 - Détail de l'inscription 4 (de 4)**

INSCRIPTION	DATE-HEURE-MINUTE
13-0636708-0001	2013-07-23 09:00
CESSION DE RANG	

**PARTIES**

**Cessionnaire**

Banque Nationale du Canada  
1130, Marcel Laurin, Montreal, Québec H4R 1J7

**Cédant**

DÉVELOPPEMENT IMMOBILIER CAPITAL CPD INC  
2525 boul. des Sources, Pointe-Claire, Québec H9R 5Z9

**Cédant**

CAPITAL PROPERTY DEVELOPMENT CPD INC  
2525 boul. des Sources, Pointe-Claire, Québec H9R 5Z9

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent Bureau 500, Montréal, Québec H2N 1R2

**BIENS**

-

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0014813-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2013-06-06

Lieu : MONTREAL

**Autres mentions :**

-

Le cédant convient en faveur du cessionnaire que tous les droits et suretés que le cessionnaire détient ou détiendra à l'avenir sur les biens faisant l'objet de cette cession de rang auront priorité sous tous les rapports et prendront rang avant les droits et suretés que le cédant détient maintenant ou détiendra à l'avenir sur lesdits biens.

3e DEB COMP - FCC#883176 - mig

**AVIS D'ADRESSE**

N° 000784



Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 003 - Détail de l'inscription 1 (de 2)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0418977-0001	2013-05-21 14:59	2023-05-15
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

Banque Nationale du Canada  
1130, Marcel Laurin, Montreal, Québec

H4R 1J7

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent Bureau 500, Montréal, Québec

H2N 1R2

**BIENS**

-

Tous les biens meubles du Client, corporels et incorporels, présents et futurs reliés à l'exploitation de l'entreprise située au 1653, boulevard des Promenades, St-Hubert ou à tout autre endroit où ces biens peuvent être déplacés.

**MENTIONS**

**Somme de l'hypothèque**

240 000.00, incluant une hypothèque additionnelle de 40 000.00

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2013-05-16  
Lieu : MONTREAL

**Autres mentions :**

-

Le constituant est autorisé à percevoir ses créances conformément à l'article 2744 du Code civil du Québec jusqu'à ce qu'un avis de retrait de percevoir les créances soit publié par le titulaire en vertu de l'article 2745 du Code civil du Québec.

gs

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**AVIS D'ADRESSE**

N° 000784

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

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

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**PARTIES**

**Cédant**

BANQUE NATIONALE DU CANADA  
500, place d'Armes, 3e étage, Montréal, Québec H2Y 2W3

**Cessionnaire**

INVESTISSEMENT QUÉBEC  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609000-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0985899-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-05-13

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

- 1 Desk, modèle JG62014R/L06;
- 1 Desk, modèle JG64305R/L25;
- 16 Desk, modèle JG22109R/L22;
- 1 Desk, modèle JG61903M13;
- 1 Desk, modèle JG63708R/L21
- 1 Dresser, modèle JG6214C12;
- 1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;  
12 Dresser, modèle JG23309C30;  
8 Table, modèle JR209L38SL;  
87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de  
Eversuns Cie.  
4 Systèmes de Palettier figurant sur les factures GSE3092691,  
GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond  
Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 000784

N° 017621

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

Fiche 004 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0014813-0001	2013-01-09 14:40	2022-11-14

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**PARTIES**

**Titulaire**

Développement Immobilier Capital CPD Inc.  
2525, Boulevard des Sources, Pointe-Claire (Québec) H9R 5Z9

**Titulaire**

Capital Property Development CPD Inc.  
2525 des Sources Boulevard, Pointe-Claire (Quebec) H9R 5Z9

**Titulaire**

Développement Immobilier Capital CPD Inc./  
Capital Property Development CPD Inc.  
2525, Boulevard des Sources, Pointe-Claire (Québec) H9R 5Z9

**Constituant**

3717291 Canada Inc.  
9600, Boulevard Saint-Laurent, Bureau 500, Montréal (Québec) H2N 1R2

**Constituant**

3717291 Canada Inc.  
9600, Boulevard Saint-Laurent, Bureau 500, Montréal (Québec) H2N 1R2  
Agissant sous la dénomination sociale :  
Bô-Bébé  
9600, Boulevard Saint-Laurent, Bureau 500, Montréal (Québec) H2N 1R2

**Constituant**

3717291 Canada Inc.  
9600, Boulevard Saint-Laurent, Bureau 500, Montréal (Québec) H2N 1R2  
Agissant sous la dénomination sociale :  
Ville D'Art  
9600, Boulevard Saint-Laurent, Bureau 500, Montréal (Québec) H2N 1R2

**BIENS**

Les biens hypothéqués :

Tous les droits, titres et intérêts du Locataire/Constituant dans et à l'égard de l'universalité de ce qui suit (ci-après désigné "Universalité"):

1. l'Universalité de toutes les améliorations mobilières et locatives, équipements, machineries, et meubles de toutes sortes, présents et futurs, situés dans les Lieux Loués (tels que définis ci-dessous) ou utilisés directement ou indirectement dans l'exploitation du commerce du Locataire/Constituant dans les Lieux Loués (tels que définis ci-dessous) incluant toutes indemnités ou sommes reçues en vertu des contrats ou polices d'assurance couvrant les meubles ainsi énumérés; et

2. l'Universalité de tous les biens en stock, inventaires, matériaux bruts, travaux en cours et comptes recevables, présents et futurs,

situés dans les Lieux Loués (tels que définis ci-dessous) ou reliés à l'exploitation du commerce du Locataire/Constituant dans les Lieux Loués (tels que définis ci-dessous), incluant toutes indemnités ou sommes reçues en vertu des contrats ou polices d'assurance couvrant les biens meubles ainsi énumérés.

Le Terme "Lieux Loués" signifie: l'espace locatif du Bailleur/Titulaire situé au 1653 boul. des Promenades dans le Carrefour des Promenades, à Saint-Hubert, Québec.

#### MENTIONS

##### Somme de l'hypothèque

La somme de l'hypothèque est de trois cent mille dollars (300 000,00 \$) plus les intérêts stipulés aux Taux d'Intérêt tel que ce terme est défini dans la section "autres mentions".

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-06-08

Lieu : Montréal

##### Autres mentions :

"Taux d'intérêt": signifie un taux annuel équivalent au taux exigé par le banquier du Bailleur/Titulaire pour le prêt d'argent à ses meilleurs clients commerciaux, majoré de cinq pour cent (5%), calculé semi-annuellement, non à l'avance.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
13-0636708-0001	2013-07-23 09:00
CESSION DE RANG	
14-0546853-0001	2014-06-16 10:30
CESSION DE RANG	

#### AVIS D'ADRESSE

N° 039907



Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 004 - Détail de l'inscription 2 (de 3)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546853-0001	2014-06-16 10:30

CESSION DE RANG

**PARTIES**

**Cédant**

DÉVELOPPEMENT IMMOBILIER CAPITAL CPD INC.

2525, boulevard des Sources, Pointe-Claire, Québec

H9R 5Z9

**Cessionnaire**

INVESTISSEMENT QUÉBEC

600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec

H3B 4L8

**Constituant**

3717291 Canada inc.

9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec,

H2N 1R2

**MENTIONS**

Montant : 1 000 000.00 \$

**Référence à l'inscription visée**

NUMÉRO	NATURE
13-0014813-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-06-04

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

1 Desk, modèle JG62014R/L06;

1 Desk, modèle JG64305R/L25;

16 Desk, modèle JG22109R/L22;

1 Desk, modèle JG61903M13;

1 Desk, modèle JG63708R/L21

1 Dresser, modèle JG6214C12;

1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;

12 Dresser, modèle JG23309C30;

8 Table, modèle JR209L38SL;

87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de Eversuns Cie.

4 Systèmes de Palettier figurant sur les factures GSE3092691, GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond

Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 017621

N° 039907

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

Fiche 004 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
13-0636708-0001	2013-07-23 09:00
CESSION DE RANG	

**PARTIES**

**Cessionnaire**

Banque Nationale du Canada  
1130, Marcel Laurin, Montreal, Québec H4R 1J7

**Cédant**

DÉVELOPPEMENT IMMOBILIER CAPITAL CPD INC  
2525 boul. des Sources, Pointe-Claire, Québec H9R 5Z9

**Cédant**

CAPITAL PROPERTY DEVELOPMENT CPD INC  
2525 boul. des Sources, Pointe-Claire, Québec H9R 5Z9

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent Bureau 500, Montréal, Québec H2N 1R2

**BIENS**

-

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0014813-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2013-06-06

Lieu : MONTREAL

**Autres mentions :**

-

Le cédant convient en faveur du cessionnaire que tous les droits et suretés que le cessionnaire détient ou détiendra à l'avenir sur les biens faisant l'objet de cette cession de rang auront priorité sous tous les rapports et prendront rang avant les droits et suretés que le cédant détient maintenant ou détiendra à l'avenir sur lesdits biens.

3e DEB COMP - FCC#883176 - mig

**AVIS D'ADRESSE**

N° 000784



Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0609139-0001	2012-07-27 09:00	2022-07-20

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**PARTIES**

**Titulaire**

BANQUE NATIONALE DU CANADA

500, Places d'Armes, 3e étage, Montréal, Québec

H2Y 2W3

**Constituant**

3717291 CANADA INC.

9600, boul. Saint-Laurent, bureau 502, Montréal, Québec

H2N 1R2

**BIENS**

Les sommes qui sont présentement et seront dans l'avenir au crédit du compte portant le numéro 559037157820, transit 1080-1.

**MENTIONS**

**Somme de l'hypothèque**

180 000\$, incluant l'hypothèque additionnelle de 20%, avec intérêt au taux de 25% l'an.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2012-07-20

Lieu : Montréal

**Autres mentions :**

Pour garantir les avances de Kidiway Inc.

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
12-0612994-0001	2012-07-27 12:33
RECTIFICATION D'UNE INSCRIPTION	
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**AVIS D'ADRESSE**

N° 000784

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

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

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30
CESSION DE RANG	

**PARTIES**

**Cédant**

BANQUE NATIONALE DU CANADA  
500, place d'Armes, 3e étage, Montréal, Québec H2Y 2W3

**Cessionnaire**

INVESTISSEMENT QUÉBEC  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609000-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0985899-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-05-13

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

- 1 Desk, modèle JG62014R/L06;
- 1 Desk, modèle JG64305R/L25;
- 16 Desk, modèle JG22109R/L22;
- 1 Desk, modèle JG61903M13;
- 1 Desk, modèle JG63708R/L21
- 1 Dresser, modèle JG6214C12;
- 1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;  
12 Dresser, modèle JG23309C30;  
8 Table, modèle JR209L38SL;  
87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de  
Eversuns Cie.  
4 Systèmes de Palettier figurant sur les factures GSE3092691,  
GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond  
Ipods Touch, Scanners, Routeurs, Câbles et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 000784

N° 017621

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

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

INSCRIPTION	DATE-HEURE-MINUTE
12-0612994-0001	2012-07-27 12:33
RECTIFICATION D'UNE INSCRIPTION	

**PARTIES**

**Titulaire**

BANQUE NATIONALE DU CANADA  
500, Place d'Armes, 3e étage, Québec H3B 4L2

**Constituant**

3717291 CANADA INC.  
9600, boul. Saint-Laurent, bureau 502, Montréal, Québec H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Objet de la rectification :**

À la rubrique "Autres Biens" le paragraphe est remplacé par le suivant:

Les sommes qui sont présentement et seront dans l'avenir au crédit du compte portant le numéro 559037157820, transit 1080-1, ouvert au nom du Constituant auprès de la Banque Nationale du Canada; ce compte et tout autre compte en remplacement (y compris lorsque ce remplacement résulte du transfert de sommes d'un compte à un autre) sont ci-après appelés le "Compte".



Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 006 - Détail de l'inscription 1 (de 3)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0283496-0001	2012-04-17 14:53	2022-04-11
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

BANQUE NATIONALE DU CANADA

1130, boulevard Marcel-Laurin, Saint-Laurent, Québec

H4R 1J7

**Constituant**

3717291 CANADA INC.

9600, boulevard Saint-Laurent, Montréal, Québec

H2N 1R2

**Constituant**

3717291 CANADA INC.

9600, boulevard Saint-Laurent, Montréal, Québec

H2N 1R2

Agissant sous la dénomination sociale :

BÔ-BÉBÉ

9600, boulevard Saint-Laurent, Montréal, Québec

H2N 1R2

**Constituant**

3717291 CANADA INC.

9600, boulevard Saint-Laurent, Montréal, Québec

H2N 1R2

Agissant sous la dénomination sociale :

VILLE D'ART

9600, boulevard Saint-Laurent, Montréal, Québec

H2N 1R2

**BIENS**

1) Tous les biens meubles du Constituant, corporels et incorporels, présents et futurs, où qu'ils se trouvent, incluant, sans limitation, les marques de commerce.

2) Le produit de toute vente, location ou autre disposition de ces biens, toute créance résultant d'une vente, location ou autre disposition de ces biens, ainsi que tout bien acquis en remplacement de ceux-ci.

**MENTIONS**

**Somme de l'hypothèque**

1 200 000\$ avec intérêt au taux de 25% l'an à compter du 12 avril 2012, plus une hypothèque additionnelle de 240 000\$.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2012-04-12

Lieu : Montréal

**Autres mentions :**

Le Constituant est autorisé à percevoir ses créances conformément à l'article 2744 du Code civil du Québec jusqu'à ce qu'un avis de retrait d'autorisation de percevoir les créances soit publié par le Titulaire

en vertu de l'article 2745 du Code civil du Québec.

**REMARQUES**

INSCRIPTION

14-0546890-0001

CESSION DE RANG

20-0477652-0003

PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE

DATE-HEURE-MINUTE

2014-06-16 10:30

2020-06-02 12:02

**AVIS D'ADRESSE**

N° 000784

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 006 - Détail de l'inscription 2 (de 3)**

INSCRIPTION	DATE-HEURE-MINUTE
20-0477652-0003	2020-06-02 12:02
PRÉAVIS D'EXERCICE D'UN DROIT HYPOTHÉCAIRE	

**PARTIES**

**Titulaire**

BANQUE NATIONALE DU CANADA  
600, DE LA GAUCHETIÈRE OUEST, 9E ÉTAGE, MONTRÉAL H3B 4L2

**Constituant**

3717291 CANADA INC.  
2205, BOULEVARD INDUSTRIEL, LAVAL H7S 1P8

**BIENS**

TOUS LES BIENS MEUBLES DE L'EMPRUNTEUR, CORPORELS ET INCORPORELS,  
PRÉSENTS ET FUTURS, OU QU'ILS SE TROUVENT, INCLUANT SANS LIMITATION LES  
MARQUES DE COMMERCE.

**MENTIONS**

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

Vente sous contrôle de justice

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte de préavis**

Forme de l'acte : Sous seing privé

Date : 2020-06-01

Lieu : MONTRÉAL

Date, heure, minute de certification : 2020-08-11 15:00

Critère de recherche Nom d'organisme : 3717291 CANADA INC.

Critère de sélection Nom d'organisme : 3717291 CANADA INC Code Postal : H2N1R2

**Fiche 006 - Détail de l'inscription 3 (de 3)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0546890-0001	2014-06-16 10:30

CESSION DE RANG

**PARTIES**

**Cédant**

BANQUE NATIONALE DU CANADA  
500, place d'Armes, 3e étage, Montréal, Québec H2Y 2W3

**Cessionnaire**

INVESTISSEMENT QUÉBEC  
600, rue de la Gauchetière Ouest, bureau 1500, Montréal, Québec H3B 4L8

**Constituant**

KIDIWAY INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**Constituant**

3717291 CANADA INC.  
9600, boulevard Saint-Laurent, bureau 500, Montréal, Québec, H2N 1R2

**MENTIONS**

**Référence à l'inscription visée**

NUMÉRO	NATURE
12-0283496-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609139-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0418977-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0067483-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0609000-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-0985899-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-05-13

Lieu : Montréal

N° de minute : g13-277

Nom des témoins : Christian Giard, notaire

**Autres mentions :**

Le cédant cède son rang au cessionnaire mais ce, uniquement en ce qui a trait aux biens et aux équipements acquis dans le cadre du financement du constituant, soit les biens visés soient:

- 1 Desk, modèle JG62014R/L06;
- 1 Desk, modèle JG64305R/L25;
- 16 Desk, modèle JG22109R/L22;
- 1 Desk, modèle JG61903M13;
- 1 Desk, modèle JG63708R/L21
- 1 Dresser, modèle JG6214C12;
- 1 Dresser, modèle JG64405C33;

1 Dresser, modèle JG64008C24;  
12 Dresser, modèle JG23309C30;  
8 Table, modèle JR209L38SL;  
87 Chair ET 1 Sofa, Figurant tous sur la facture numéro ES140225 de  
Eversuns Cie.  
4 Systèmes de Palettier figurant sur les factures GSE3092691,  
GSE3092692, GSE3092693 ET GSE3092694 de Équipements Johnston Raymond  
Ipods Touch, Scanners, Routeurs, Cables et accessoires provenant de la  
facture 127 de Inventos.

**AVIS D'ADRESSE**

N° 000784

N° 017621

**SUPERIOR COURT**  
**(Commercial Division)**

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
No. 500-11-058534-203  
DATE:**

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**PRESIDING:**

---

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

**3717291 CANADA INC.**

**Debtor**

**-and-**

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL  
RIGHTS (Québec)**

**Mis-en-Cause**

**-and-**

**MNP LTD.**

**Trustee**

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**ORDER EXTENDING THE DELAY TO FILE A PROPOSAL AND  
APPROVAL AND VESTING ORDER**

---

- [1] **ON READING** the *Motion to Extend the Delay to File a Proposal and to Authorize the Sale of an Asset* (the "**Motion**") of 3717291 Canada Inc. (the "**Debtor**" or "**3717291**"), the affidavit and the exhibits in support thereof, as well as the Report of the Trustee dated August 18, 2020 (the "**Report**");
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Debtor's attorneys;

- [4] **SEEING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement dated August 10, 2020 entitled Offer to Purchase (the "**Purchase Agreement**") by and between, *inter alia*, the Debtor, as one of the vendors (the "**Vendor**"), and Mark Srour, acting without personal liability on behalf of a company to be incorporated, as purchaser (the "**Purchaser**"), copy of which was filed as Exhibit P-2 to this Motion under seal, and vesting in the Purchaser the assets described in the Purchase Agreement (the "**Purchased Assets**"), and which are more fully described in **Schedule "B"** to this Order.

#### **WHEREFORE THE COURT:**

- [5] **GRANTS** the Motion;
- [6] **EXTENDS** the Debtor's delay to file a proposal until October 5, 2020;

#### **SERVICE**

- [7] **ORDERS** that any prior delay for the presentation of the Motion is hereby abridged and validated so that the Motion is properly returnable today and hereby dispenses with further service thereof.
- [8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

#### **SALE APPROVAL**

- [9] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by 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**

- [10] **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-2) and any other ancillary document which could be required or useful to give full and complete effect thereto.

#### **AUTHORIZATION**

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

#### **VESTING OF PURCHASED ASSETS**

- [12] **ORDERS and DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, and all of the Purchased Assets will

be completely free and clear of all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure of 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, contractual rights relating to the Purchased Assets, pre-inscriptions or any other publications in favour of third parties relating to the Purchased Assets or other claims or encumbrances, whether or not they have attached or have been perfected, registered, published or filed and whether secured, unsecured or otherwise, including, without limitation, any and all of the foregoing evidenced by any registrations, publications or filings pursuant to the *Civil Code of Quebec* or any other application legislation (collectively the “**Encumbrances**”).

- [13] **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.
- [14] **DECLARES** that upon issuance of the Certificate, (i) 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*, and (ii) other than the “Assumption” (as defined in the Purchase Agreement) Purchaser will not, under any circumstances whatsoever, assume or be liable for any debts, liabilities or obligations of the Debtor.
- [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 reduce the following registrations in connection with the Purchased Asset to exclude the Purchased Assets, in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations:

<b>Deed</b>	<b>Number</b>	<b>Date</b>	<b>Secured Party</b>
Hypothèque conventionnelle sans dépossession	12-0283496-0001	April 17, 2012	Banque National du Canada
Hypothèque conventionnelle sans dépossession	13-0418977-0003	May 21, 2013	Banque National du Canada
Hypothèque conventionnelle	14-0067483-0001	January 28, 2014	Investissement Québec



Deed	Number	Date	Secured Party
sans déposition			

### **NET PROCEEDS**

- [17] **ORDERS** that the net proceeds from the sale of the Debtor's Purchased Assets (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 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.

### **VALIDITY OF THE TRANSACTION**

- [19] **ORDERS** and **DECLARES** 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**

- [20] **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.
- [21] **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 shall benefit from the protection arising under the present paragraph;

**GENERAL**

- [22] **ORDERS** that the Purchaser or the Vendor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [23] **ORDERS** that the Purchase Agreement be kept confidential and under seal until further order of this Court.
- [24] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [25] **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;
- [26] **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;
- [27] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

**THE WHOLE WITHOUT COSTS.**

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**SCHEDULE "A"**  
**DRAFT CERTIFICATE OF THE TRUSTEE**

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL**

**File No: 500-11-058534-203**

**SUPERIOR COURT**  
Commercial Division

---

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

**3717291 CANADA INC.**

**Debtor**

-and-

**THE REGISTRAR OF THE REGISTER OF  
PERSONAL AND MOVABLE REAL  
RIGHTS (Québec)**

**Mis-en-Cause**

-and-

**MNP LTD.**

**Trustee**

**CERTIFICATE OF THE TRUSTEE**

---

**RECITALS:**

**WHEREAS** on August 12, 2020, Kidiway Inc. (the “**Debtor**”) filed a notice of intention (the “**NOI**”) to make a proposal pursuant to the Bankruptcy and Insolvency Act (the “**Act**”);

**WHEREAS** pursuant to the terms of the NOI, MNP Ltd. (the "**Trustee**") was named Trustee of the Debtor; and

**WHEREAS** on ●, the Superior Court of Quebec (the "**Court**") issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Petitioner of an agreement pursuant to an Offer to Purchase (the "**Purchase Agreement**") by and between, *inter alia*, the Debtor as one of the vendors (the "**Vendor**") and Mark Srour for a corporation to be incorporated and without personal liability, 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, amendments, deletions or additions thereto, as may be agreed to with the consent of the Trustee;

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the Trustee.

**THE TRUSTEE CERTIFIES THAT:**

- (a) all of the "Closing Conditions" as defined in the Purchase Agreement have occurred or have been waived by the Purchaser;
- (b) "Closing" as defined in the Purchase Agreement has occurred; and
- (c) the "Purchase Price" as defined in the Purchase Agreement has been paid to the Trustee.

This Certificate is issued by the Trustee at \_\_\_\_ on \_\_\_\_\_ .

MNP Ltd in its capacity as Trustee, and not in its personal capacity.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SCHEDULE "B"****Purchased Assets**

The trademark "Kidiway" owned by 3717291 (the "**Kidiway Trademark**") as well as all other intellectual property in its broadest sense owned by 3717291 or in which 3717291 has any right, title or interest (to the extent of such rights, title or interest) as at the date of this Offer (including without limitation, all other trademarks and all patents and patents pending) which in any manner whatsoever relate to Kidiway's business or were used by Kidiway (the "**3717291 IP**");

May 2014

**SUPERIOR COURT**  
**(Commercial Division)**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
No. 500-11-058534-203  
DATE: \*

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

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

**3717291 CANADA INC.**

**Debtor**

**-and-**

**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]<sup>1</sup>**

**-and-**

**[Receiver/MNP LTD.]**

<sup>1</sup> Under section 243(1) of the BIA, the sale of assets of an insolvent debtor by the receiver may be ordered at the request of the secured creditor. In such a case, the secured creditor would be the petitioner.

Style Definition ... [1]

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~~Trustee/Monitor~~

**ORDER EXTENDING THE DELAY TO FILE A PROPOSAL AND APPROVAL AND VESTING ORDER<sup>2, 3</sup>**

- [1] **ON READING** the ~~[Debtor/Petitioner/Receiver/Trustee/Monitor]'s Motion for to Extend the Issuance Delay to File a Proposal and to Authorize the Sale of an Approval and Vesting Order Asset~~ (the "**Motion**"), of 3717291 Canada Inc. (the "**Debtor**" or "**3717291**"), the affidavit and the exhibits in support thereof, as well as the Report of the ~~[Receiver/Trustee/Monitor]~~ dated ~~August 18, 2020~~ (the "**Report**");
- [2] **SEEING** the service of the Motion<sup>4</sup>;
- [3] **SEEING** ~~the submissions of [Debtor/Receiver/Trustee/Monitor]'s 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 dated August 10, 2020 entitled ~~Offer to Purchase~~ (the "**Purchase Agreement**") by and between ~~I, inter alia, the Debtor/Receiver/Trustee/Monitor~~ (, as one of the "**vendors**" (the "**Vendor**"), as vendor,"), and ~~(the "Purchaser") Mark Srour, acting without personal liability on behalf of a company to be incorporated, as purchaser, (the "Purchaser"), copy of which was filed as Exhibit R-P-2 to this Motion under seal, and vesting in the Purchaser the assets described in the Purchase Agreement (the "Purchased Assets")<sup>5</sup>, and which are more fully described in Schedule "B" to this Order.~~

**WHEREFORE THE COURT:**

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

<sup>2</sup> A blacklined version must be included with the Motion

<sup>3</sup> This Model Authorization and Vesting Order (the "**Model Order**") is an order authorizing an insolvent debtor under Court protection (whether under the *Bankruptcy and Insolvency Act* ("**BIA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**") or a receiver appointed under s. 243 of the BIA to enter into a transaction for the sale of its assets and vesting the purchased assets in the purchaser, free and clear of any liens, charges, hypothecs or other encumbrances.

<sup>4</sup> The Motion should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should be prepared to provide proof of service to the Court. The practice in Quebec is to implead (as mis-en-cause) and serve the proceedings requesting the issuance of an authorization and vesting orders on the land registry named in the orders sought and on the Register of personal and movable real rights, as the case may be. The practice of impleading the registries concerned does not appear to be followed in Canadian provinces outside of Quebec, however, such that preliminary inquiries with the registries concerned are recommended before serving any proceedings on land or other registries outside of Quebec.

<sup>5</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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[6] EXTENDS the Debtor's delay to file a proposal until October 5, 2020;

**SERVICE**

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[6][7] ORDERS that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

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[7][8] PERMITS service of this Order at any time and place and by any means whatsoever.

**SALE APPROVAL**

[8][9] 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].

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**EXECUTION OF DOCUMENTATION**

[9][10] 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-2) and any other ancillary document which could be required or useful to give full and complete effect thereto.

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**AUTHORIZATION**

[10][11] 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.

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

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[11] 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>6</sup>), including without limiting the generality of the

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<sup>6</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 interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served.



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.

[12] [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 of the Purchased Assets will be completely free and clear of 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 of~~ 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, contractual rights relating to the Purchased Assets, pre-inscriptions or any other publications in favour of third parties relating to the Purchased Assets or other claims or encumbrances, whether or not they have attached or have been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including, without limiting the generality/limitation, any and all of the foregoing all charges, security interests or charges evidenced by registration, publication any registrations, publications, or filings pursuant to the *Civil Code of Québec*, the ~~[Province(s)]~~ Personal Property Security Act, Quebec or any other applicable application 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. (collectively the "**Encumbrances**").

[12] ~~ORDERS~~ and ~~DECLARES~~ that upon the issuance of the Certificate, the rights and obligations of the Vendor under the Agreements listed on **Schedule "C"** 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 ●].~~

[13] **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

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~~[13][14]~~ **DECLARES** that upon issuance of the Certificate, ~~(i)~~ 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],~~ and (ii) other than the "Assumption" (as defined in the Purchase Agreement) Purchaser will not, under any circumstances whatsoever, assume or be liable for any debts, liabilities or obligations of the Debtor.

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

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~~[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**<sup>789</sup>

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*For Quebec Property:*

~~[16]~~ **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of ~~Q~~, 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 "~~Q~~" 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 ~~to exclude the Purchased Assets,~~ in order to allow the

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<sup>7</sup>—This Model Order provides a model for Quebec Courts to effect the vesting of assets in the Province of Quebec as well as in other Canadian provinces. In each province other than Quebec, the provisions of the Model Order dealing with registration of title and the discharge of encumbrances will have to be adjusted to refer to the appropriate registry and related offices and the appropriate terminology. Province-specific orders are identified in this Model Order. While the Model Order contains proposed language, verifications with lawyers in the relevant jurisdiction is advisable.

<sup>8</sup>—Land registries in both in Quebec and in the rest of Canada may be consulted prior to the issuance of a vesting order so as to validate the language of the proposed orders relating to said land registries. This procedure, known as a "pre-validation procedure" in Quebec, is recommended so as to ensure that the vesting order is properly registered without undue delay after its issuance.

<sup>9</sup>—The registration of a vesting order with a land registry may be subject to statutory delays. For instance, in Quebec, land registrars require the expiry of the delay for appeal before a judgment cancelling a registration can be published.

transfer to the Purchaser of the Purchased Assets free and clear of such registrations;

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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 "A" (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 "A" (the "Ontario Real Property"), which for the sake of clarity do not include the Permitted Encumbrances listed on Schedule B;~~

~~[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~~

<u>Deed</u>	<u>Number</u>	<u>Date</u>	<u>Secured Party</u>
<u>Hypothèque conventionnelle sans dépossession</u>	<u>12-0283496-0001</u>	<u>April 17, 2012</u>	<u>Banque National du Canada</u>
<u>Hypothèque conventionnelle sans dépossession</u>	<u>13-0418977-0003</u>	<u>May 21, 2013</u>	<u>Banque National du Canada</u>
<u>Hypothèque conventionnelle sans dépossession</u>	<u>14-0067483-0001</u>	<u>January 28, 2014</u>	<u>Investissement Québec</u>

~~[19] 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 OPRR, 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.~~

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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.~~

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**NET PROCEEDS**

~~[25]~~[17] **ORDERS** that the net proceeds<sup>40</sup> from the sale of the Debtor's Purchased Assets (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]~~ **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 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 "•" 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>41</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]~~[19] **ORDERS and DECLARES** 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

<sup>40</sup>—The Motion and related draft order should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "Net Proceeds".  
<sup>41</sup>—This paragraph may not be necessary depending on the nature of the Purchased Assets.

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applicable federal or provincial legislation, as against the Vendor, the Purchaser or the ~~Receiver/Trustee/Monitor~~.

**LIMITATION OF LIABILITY**

~~[29]~~[20] **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]~~[21] **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/Trustee/Monitor~~ shall benefit from the protection arising under the present paragraph;

**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]~~[22] **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]~~[23] **ORDERS** that the Purchase Agreement be kept confidential and under seal until ~~the earlier of a) the closing of the Transaction; or b) further order of this Court.~~

~~[34]~~[24] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;

~~[35]~~[25] **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]~~[26] **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

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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][27] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

**THE WHOLE ~~WITH~~ WITHOUT COSTS.**

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Attorneys for

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**SCHEDULE "A"**

**DRAFT CERTIFICATE OF THE [RECEIVER/TRUSTEE/MONITOR]**

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
Commercial Division

File No: 500-11-058534-203

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

**3717291 CANADA INC.**

**Debtor**

**-and-**

**[Petitioner]**

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS (Québec)**

**Mis-en-Cause**

**-and-**

**[Receiver/MNP LTD.]**

**Trustee/Monitor]**

**CERTIFICATE OF THE [RECEIVER/TRUSTEE/MONITOR] TRUSTÉE**

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**RECITALS:**

~~WHEREAS on August 12, 2020, Kidiway Inc. (the Superior Court of Quebec (the "Court") issued "Debtor") filed a order (the "Order") pursuant to the (the "Act") in respect of (the "Petitioners"); [NTD: refer to BIA notice of intention/ (the "NOI") to make a proposal if applicable] pursuant to the Bankruptcy and Insolvency Act (the "Act");~~

~~WHEREAS pursuant to the terms of the [Order/NOI], MNP Ltd. (the "[Receiver/Trustees/Monitor]" "Trustee") was named [Receiver/Trustees/Monitor] Trustee of the Debtor; and~~

~~WHEREAS on the Superior Court of Quebec (the "Court") issued an Order (the "Vesting Order") thereby, inter alia, authorizing and approving the execution by the Petitioner of an agreement entitled Agreement pursuant to an Offer to Purchase (the "Purchase Agreement") by and between, inter alia, the Debtor, as vendor one of the vendors (the "Vendor") and Mark Srouf for a corporation to be incorporated and without personal liability, 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, amendments, deletions or additions thereto, as may be agreed to with the consent of the [Receiver/Trustees/Monitor] Trustee;~~

~~WHEREAS the Vesting Order contemplates the issuance of this Certificate of the [Receiver/Trustees/Monitor] once the (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (Trustee.~~

**THE TRUSTEE CERTIFIES THAT:**

~~(a) all of the "Closing Conditions" 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 occurred or have been waived by the parties thereto; Purchaser;~~

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

- ~~(b) the "Closing" as defined in the Purchase Agreement has occurred; and~~
- ~~(a)(c) the "Purchase Price" as defined in the Purchase Agreement has been executed and delivered; paid to the Trustee;~~
- ~~(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.~~

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

• ~~MNP Ltd~~ in its capacity as • ~~Trustee~~, and not in its personal capacity.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SCHEDULE "B"**

Purchased Assets ~~PERMITTED ENCUMBRANCES~~

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

The trademark "Kidiway" owned by 3717291 (the "**Kidiway Trademark**") as well as all other intellectual property in its broadest sense owned by 3717291 or in which 3717291 has any right, title or interest (to the extent of such rights, title or interest) as at the date of this Offer (including without limitation, all other trademarks and all patents and patents pending) which in any manner whatsoever relate to Kidiway's business or were used by Kidiway (the "**3717291 IP**"):

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**SUPERIOR COURT  
District de Montréal  
(Commercial Division)**

**In the matter of the Notice of Intention to Make a  
Proposal of:**

**3717291 CANADA INC.**

**Debtor/Petitioner**

**and**

**MNP LTD.**

**Trustee**

**and**

**REGISTER OF PERSONAL AND MOVABLE  
REAL RIGHTS**

**Mise-en-cause**

**MOTION TO EXTEND THE DELAY TO FILE A  
PROPOSAL AND TO AUTHORIZE THE SALE  
OF AN ASSET**  
(Sections 50.4(9) and 65.13 of the  
*Bankruptcy and Insolvency Act*)  
**And EXHIBITS P-1 to P-5**

**ORIGINAL**

File: KIDIWA-1  
Nature:

Me Tina Silverstein  
[tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca) / [notifications@ffmp.ca](mailto:notifications@ffmp.ca)  
**FISHMAN FLANZ MELAND PAQUIN LLP**  
1250 René-Lévesque Blvd. West, Suite 4100  
Montréal, Québec H3B 4W8  
Tel: 514 / 932-4100

**CODE: BM-0309**