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CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
N^o DE DIVISION : 01- MONTRÉAL
N^o DE COUR : 500-11-064885-243

C O U R S U P É R I E U R E
Chambre commerciale
En matière de faillite et d'insolvabilité

DANS L'AFFAIRE DE LA MISE SOUS SÉQUESTRE DE FERMETCO INC. ("Fermetco" ou la "Compagnie"), corporation légalement constituée, ayant son principal établissement commercial au 100-1300, 55^eAvenue, dans la ville de Lachine, district de Montreal, province de Québec, H8T 3J8.

AVIS ET DÉCLARATION DU SÉQUESTRE
Formulaire 87

Paragraphes 245 et 246 de la *Loi sur la faillite et l'insolvabilité*¹

Le Séquestre donne avis de ce qui suit et déclare que :

1. Le 12 novembre 2024, Ernst & Young Inc. (« EY » ou le « Séquestre ») est devenu séquestre des biens de Fermetco inc. («Fermetco» ou la «Compagnie») après avoir été nommée en cette qualité par une ordonnance rendue le 12 novembre 2024 par la Cour Supérieure du Québec (le « Tribunal »).
2. Les biens de Fermetco ont décrits ci-après (les « Biens ») :

(en milliers de dollars canadiens, non-audités) au 28 octobre 2024	Valeur aux livres des actifs
Actifs	
Comptes recevables	2,168
Inventaires	8,577
Comptes payés d'avance	316
Avances à des fournisseurs	1,596
Avance d'un actionnaire	185
Immobilisations corporelles	120
Actifs incorporels	112
Frais de financement différés	79
Actifs totaux	13,152

Selon les registres internes non vérifiés de la Compagnie, la valeur comptable estimée des biens de Fermetco totalise 13.2M\$. La valeur de réalisation estimée est significativement inférieure à la valeur aux livres.

3. Le séquestre a l'intention de réaliser les actifs au profit des créanciers.

¹ L.R.C. 1985, c. B-3, en sa version modifiée



4. Les renseignements suivants se rapportent à la mise sous séquestre :

- a) Adresse de la Société : 100-1300, 55e avenue
Lachine, QC, H8T 3J8
- b) Activité principale de l'entreprise : Distributeur de bicyclettes électriques (*e-bikes*)
- c) Les montants dus par Fermetco aux créanciers détenant des garanties sur les Biens est estimé à 19 535 897 \$. Les créanciers garantis sont présentés à l'annexe A ci-jointe.
- d) Les montants dus par Fermetco à chacun des créanciers non garantis sont présentés à l'annexe A ci-jointe et sont estimés à un total de 2 272 605\$.
- e) Personne ressource du Séquestre : Marjorie Touchette, CPA Auditeur
Téléphone : (514) 879-6899
Courriel : fermetco.receiver@ca.ey.com

Daté à Montréal, Québec, le 22 novembre 2024.

ERNST & YOUNG INC.

Syndic autorisé en insolvabilité

Agissant en sa qualité de Séquestre désigné par le Tribunal
pour Fermetco inc.

et non en sa qualité personnelle ou corporative

**Martin P
Rosenthal**

Digitally signed by Martin P Rosenthal
DN: cn=Martin P Rosenthal,
email=Martin.Rosenthal@parthenon.ey.com
Date: 2024.11.22 13:58:41 -05'00'

Par : Martin P. Rosenthal, CPA, CIRP, SAI
Premier vice-président



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CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC
DIVISION NO : 01-MONTREAL
COURT NO : 500-11-064885-243

S U P E R I O R C O U R T
Commercial Division
In matters of bankruptcy and insolvency

IN THE MATTER OF THE COURT APPOINTED RECEIVERSHIP OF FERMETCO INC. ("Fermetco" or the "Company") a corporation having its principal place of business at 100-1300 55th Avenue, in the city of Lachine, district of Montreal, province of Quebec, H8T 3J8;

NOTICE AND STATEMENT OF THE RECEIVER
Form 87
Sections 245 and 246 of the *Bankruptcy and Insolvency Act*¹

The Receiver gives notice and declares that:

1. On November 12, 2024 Ernst & Young Inc. ("EY" or the "Receiver") was appointed to act as the Receiver to the property (the "Property") of Fermetco inc. (the "Company") by virtue of being appointed by the Superior Court of Québec (the "Court") pursuant to a court order rendered on November 12, 2024 (the "Court Order").
2. Fermetco's Property is comprised of:

(in CAD '000s, unaudited) as at October 28, 2024	Book value of assets
Assets	
Trade receivables	2,168
Inventory	8,577
Prepaid expenses	316
Advance to suppliers	1,596
Shareholder Loan Receivable	185
Plant, Property and Equipment	120
Intangibles	112
Deferred Financing Fees	79
Total assets	13,152

3. The book value of the Property as at October 28, 2024 was estimated to total \$13.2M based on the unaudited books and records of the Company. The estimated realizable value is expected to be significantly lower than the estimated book value.
4. The Receiver intends to realize upon the Assets for the benefit of the creditors.

¹ R.S.C. 1985, c. B-3, as amended



5. The following information relates to the receivership:

- a) Address of the Company: 100-1300, 55th Avenue
Lachine, Quebec
H8T 3J8
- b) Principal line of business: Distributor of electric bikes (*e-bikes*)
- c) The amounts owed by Fernetco to creditors who hold a security on the property is estimated to total \$19, 535,897. The secured creditors are presented in Appendix A hereto attached.
- d) The amounts owed by to each unsecured creditor are presented in Appendix A hereto attached and are estimated to total \$2,272,605.
- e) Contact person for the Receiver: Marjorie Touchette, CPA Auditor
Telephone: (514) 879-6899
Email : fernetco.receiver@ca.ey.com

Dated at Montreal, Quebec, this 22nd day of November 2024

ERNST & YOUNG INC.
Licensed Insolvency Trustee
Acting in its capacity as Court appointed receiver
of Fernetco inc.
and not in its personal or corporate capacity

**Martin P
Rosenthal**
Digitally signed by Martin P Rosenthal
DN: cn=Martin P Rosenthal,
email=Martin.Rosenthal@parthenon.ey.com
Date: 2024.11.22 13:59:20 -05'00'

Per : Martin P. Rosenthal, CPA, CIRP, LIT
Senior Vice President

Dans l'affaire de la Mise sous séquestre de Fermetco inc. ("Fermetco" ou la "Compagnie")
In the matter of the Receivership of Fermetco inc. ("Fermetco" or the "Company")

LISTE DES CRÉANCIERS CONNUS AU 12 NOVEMBRE 2024/ LIST OF KNOWN CREDITORS AS NOVEMBER 12, 2024

Liste préliminaire des créanciers telle que préparée à partir des registres des Débitrices, sans admission d'aucune dette montrée ci-dessous.
Preliminary list of creditors as prepared from the records of the Company, without admission as to liability with regards to the amounts shown herein.

"Annexe A / Appendix A"

Garanti, Non-garanti/ Secured/Unsecured	Créancier/Creditor	Address	City	State / Prov.	Post. Code	Country	FX	Note 1	
								Dettes dans la monnaie originale / Debt in original currency	Dettes en CAD / Debt in CAD
Garanti/Secured	Royal Bank of Canada	1 Place Ville-Marie, 9ième étage, Aile Ouest	Montréal	QC	H3C 3A9		USD	5,185,021.96	7,207,180.39
Garanti/Secured	Royal Bank of Canada	1 Place Ville-Marie, 9ième étage, Aile Ouest	Montréal	QC	H3C 3A9		CAD	7,396,661.26	7,396,661.26
Garanti/Secured	Fonds de Solidarité du Québec FSTQ	620-545, Crémazie Est	Montréal	QC	H2M 2V1		CAD	3,116,856.16	3,116,856.16
Garanti/Secured	XEROX CANADA LTEE	900-3400, boul de Maisonneuve Ouest	Montréal	QC	H3Z 3G1		CAD	698.88	698.88
Garanti/Secured	PITNEY BOWES LEASING	P.O Box 280	Orangeville	ON	L9W 2Z7		CAD	132.88	132.88
Garanti/Secured	VW Leasing Canada	300-4865 Marc-Blain St.	Saint-Laurent	QC	H4R 3B2		CAD	1.00	1.00
Garanti/Secured	BMW Canada inc.	50, Ultimate Drive	Richmond Hill	QC	L4S 0C8		CAD	1.00	1.00
Garanti/Secured	Garrich Holdings	100-1300, 55e avenue	Montréal	QC	H8T 3J8		CAD	1,814,365.04	1,814,365.04
									19,535,896.61
Non-garanti/Unsecured	18 Wheels Logistics Limited Partnership	7185 11th Ave.	Burnaby	BC	V3N 2M5		CAD	10,072.98	10,072.98
Non-garanti/Unsecured	9494-2190 Québec inc.	600-7260 rue St-Urbain	Montréal	QC	H2R 2Y6		CAD	1.00	1.00
Non-garanti/Unsecured	Agence Creative Leeroy Inc.	5605 Avenue de Gaspé Suite 501	Montreal	QC	H2T 2A4		CAD	54,409.62	54,409.62
Non-garanti/Unsecured	Call2Recycle Canada, Inc	c/o T10430C PO Box 4687 Station A	Toronto	ON	M5W 6B5		CAD	4,538.53	4,538.53
Non-garanti/Unsecured	Canada Revenue Agency	4695, boul. de Shawinigan-Sud	Shawinigan	QC	G9P 5H9		CAD	1.00	1.00
Non-garanti/Unsecured	CFT CANADA	113 Lindsay	DORVAL	QC	H8T 3J8		CAD	1,371.08	1,371.08
Non-garanti/Unsecured	Colafac	c/o T11164C PO Box 11000 Station A	Toronto	ON	M5W2G5		CAD	46,278.13	46,278.13
Non-garanti/Unsecured	Coop Edgar	1605 Chemin Sainte-Foy Bureau 117	Quebec	QC	G1S 2P1		CAD	1,082.98	1,082.98
Non-garanti/Unsecured	Delmar International Inc	838 rue Bossé	Baie-Comeau	QC	G5C 1L6		CAD	150.12	150.12
Non-garanti/Unsecured	Depart Transport Inc.	4100 Saint Antoine Ouest	Montréal	QC	H4C 1C1		CAD	4,205.86	4,205.86
Non-garanti/Unsecured	Dream Industrial LP	State Street Financial Centre, 30 Adelaide Street East, Suite 2301	Toronto	ON	M5C 3H1		CAD	1.00	1.00
Non-garanti/Unsecured	Dsquare Logistics Inc.	4505 rue Hickmore	Saint-Laurent	QC	H4T 1K4		CAD	2,425.95	2,425.95
Non-garanti/Unsecured	Emballages Keypak Montreal Inc.	2060 Clark-Graham	Baie d'Urfe	QC	H9X 4B6		CAD	2,880.81	2,880.81
Non-garanti/Unsecured	Energir/Sax Met	3495 Laird Road Unit # 6	Mississauga	ON	L5L 5Y4		CAD	67.48	67.48
Non-garanti/Unsecured	Enviro Connexions	Dept 400172 PO BOX 4375 STN A	Toronto	ON	MSW 0J3		CAD	3,551.09	3,551.09
Non-garanti/Unsecured	Federal Express	P. O. Box 4626, Toronto Station A	Toronto	ON	M5W 5B4		CAD	45,591.94	45,591.94
Non-garanti/Unsecured	Fibrenoir	CP 11427 Succursale Centre-Ville	Montréal	QC	H3C 5H6		CAD	1,322.22	1,322.22
Non-garanti/Unsecured	HUB International	8500 Boul. Decarie Floor 5	Mount-Royal	QC	H4P 2N2		CAD	173,701.72	173,701.72
Non-garanti/Unsecured	Hydro-Quebec	PO Box 57724 Postal Station A	Toronto	ON	M5W 5M5		CAD	399.77	399.77
Non-garanti/Unsecured	Lognet	no 13 Shanghaio Rd Xiwu St. Fenghua Dist	Ningbo	Zhejiang		China	CAD	287.44	287.44
Non-garanti/Unsecured	Ministère du Revenu du Québec	Secteur des faillites R23CPF, 1600, boul. René-Lévesque ouest, 3e étage	Montréal	QC	H3H 2V2		CAD	1.00	1.00
Non-garanti/Unsecured	Mint'n Dry	3400 DE MAISONNEUVE OUEST BUREAU 900	MONTREAL	QC	H3Z 3G1		CAD	679.36	679.36
Non-garanti/Unsecured	Mitchel-Lincoln	3737 Thimens Blvd	Saint-Laurent	QC	H4R 1V		CAD	16,914.00	16,914.00
Non-garanti/Unsecured	Mon Velo	2710 rue Michelin Bureau 100	Laval	QC	H7L 5Y1		CAD	224.40	224.40
Non-garanti/Unsecured	Panoply Media Innovation	1435 rue Saint-Alexandre Suite 700	Montréal	QC	H3A 2G4		CAD	200,000.00	200,000.00
Non-garanti/Unsecured	PitneyWorks	10636 Cote de Liesse	Montréal	QC	H8T 1A5		CAD	114.98	114.98
Non-garanti/Unsecured	PURCLATOR INC.	P.O BOX 4800 STN MAIN	CONCORD	ON	L4K 0K1		CAD	1,722.51	1,722.51
Non-garanti/Unsecured	Shanghai PDYEAR Co.Ltd	C.P. 270 succ. Youville	Montréal	QC	H2P 2V4		CAD	399.00	399.00
Non-garanti/Unsecured	SICA	245 Victoria Avenue Suite 800	Westmount	QC	H3Z 2M6		CAD	2,022.12	2,022.12
Non-garanti/Unsecured	Starship Logistique	P.O BOX 280	Orangeville	ON	L9W 2Z7		CAD	75.61	75.61
Non-garanti/Unsecured	Transport SLD Inc	11920 Boul. Albert-Hudon	Montréal	QC	H1G 3K7		CAD	7,743.01	7,743.01
Non-garanti/Unsecured	ULINE	Box 3500 RPO Streetsville	MISSISSAUGA	ON	L5M 0S8		CAD	4,288.17	4,288.17
Non-garanti/Unsecured	WEX Canada Ltd.	7012 ave. Louis Hebert	Montréal	QC	H2E 2X2		CAD	581.96	581.96
Non-garanti/Unsecured	YongKang Mingda Imp.&Exp. Co., Ltd	No. 30, Yinchuan East Road Economic Development Zone	Yongkang	Zhejiang Province		China	CAD	44,845.36	44,845.36
Non-garanti/Unsecured	Zhejiang Xingyue Overfly Electric Vehicle	3rd Floor, No 7, Yinchuan East Road Yongkang Economic Development Zone	Yongkang	Zhejiang Province		China	CAD	1,615,862.11	1,615,862.11
Non-garanti/Unsecured	Zodiac Impex inc	P.O 278	ORANGEVILLE	ON	L9W 2Z7		CAD	114.08	114.08
	TOTAL								2,247,927.79
	Employees								24,677.17
	TOTAL								21,808,501.57

Note 1

Please note that all amounts in USD\$ were converted to US\$ using an exchange rate of 1.39.

SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-064885-243

DATE: NOVEMBER 12th, 2024

PRESIDING : M^e PATRICK GOSSELIN, REGISTRAR

IN THE MATTER OF THE RECEIVERSHIP OF:

FERMETCO INC.

Debtor

-and-

ROYAL BANK OF CANADA

Petitioner

-and-

ERNST & YOUNG INC.

Receiver

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

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

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

- [3] **SEEING** the submissions of Petitioner's attorneys and the submissions of the Receiver;
- [4] **SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;
- [5] **SEEING** that the Debtor's attorney confirmed that Motion is not contested;
- [6] **SEEING** that it is appropriate to appoint a receiver to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

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

SERVICE

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

APPOINTMENT

- [9] **APPOINTS** Ernst & Young Inc. (Mr. Martin Rosenthal), Licensed Insolvency Trustee, to act as receiver (the "**Receiver**") to the Property of Fernetco Inc. (the "**Debtor**") until one of the following events comes to pass:
 - (a) the sale of all the Property; or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver;
- [10] **DECLARES** that the order (the "**Order**") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "**CCAA**") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

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

11.1 Powers related to the possession of the Property

AUTHORIZES the Receiver to take possession of the universality of Debtor's the movable property, present and future, of every nature and kind whatsoever, wherever situated, and

regardless of whose possession it may be in (the “**Property**”) and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property :

11.2 Powers related to the preservation of the Property

- (a) all the powers necessary for the preservation and for the protection of the Property;
- (b) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (c) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;
- (d) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the “**Records**”), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver’s functions;
- (e) all the powers necessary to undertake an analysis of the Debtor’s Records;

11.3 Powers related to the Debtor’s operations

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

11.4 Powers related to the disposition or sale of the Property

- (k) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any

document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;

- (l) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- [12] **ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances, provided however that no such authorization will be required where the Property to be sold has net orderly liquidation value of less than \$25,000 for a single transaction or \$100,000 in the aggregate;
- [13] **GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;
- [14] **AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;
- [15] **DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

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

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

- [19] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner,

no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;

- [20] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

CONTINUATION OF SERVICES

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

EMPLOYEES

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

PROTECTION OF PERSONAL INFORMATION

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

LIMITATION OF LIABILITY

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

FEES

- [27] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$300,000 (the "**Administration Charge**");
- [28] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;
- [29] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order, all the Property present and future;
- [30] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *BIA* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property;

[31] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *BIA*, if applicable;

GENERAL

[32] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;

[33] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;

[34] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;

[35] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;

[36] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the *BIA*, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;

[37] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;

[38] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;

- [39] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [40] **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;
- [41] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;



Signature numérique
de Patrick Gosselin
Date : 2024.11.12
13:01:55 -05'00'

**M^e PATRICK GOSSELIN,
REGISTRAR**