

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-053292-179
DATE: December 6th, 2017

PRESIDING: **Me Chantal Flamand, registraire**

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

175413 CANADA INC. (operating under the trade name M0851)

Debtor/Petitioner

-and-

KPMG INC.

Trustee/Monitor

-and-


THE PARTIES LISTED IN THE ANNEXED SERVICE LIST

-and-

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

Mises-en-Cause

APPROVAL AND VESTING ORDER

- [1] **ON READING** 175413 Canada Inc.'s (the "**Debtor**") *Motion for Authorization to Sell Certain Assets of the Debtor, Directions and Other Related Orders* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the Trustee (the "**Report**");
- [2] **SEEING** the notification/service of the Motion;
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- [3] **SEEING** the submissions of counsel;
- [4] **SEEING** that it is appropriate to issue an order approving the sale and other transactions (collectively, the "**Transaction**") contemplated by the Offer to Purchase, dated November 23, 2017 (the "**Offer**") by and between the Debtor (the "**Vendor**"), as vendor, and 10498700 Canada Inc. (the "**Purchaser**"), as purchaser, a copy of which was filed as **Exhibit P-3** to the Motion, and vesting in the Purchaser the assets described in the Offer (the "**Purchased Assets**") and as set forth at **Schedule "A"** hereto.

WHEREFORE THE COURT:

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

NOTIFICATION/SERVICE

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

SALE APPROVAL

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

EXECUTION OF DOCUMENTATION

- [9] **AUTHORIZES** the Vendor and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Offer (**Exhibit P-3**) and any other ancillary document which could be required or useful to give full and complete effect thereto (including the execution of the "Agreement of Sale" contemplated by the Offer), subject to non-material alterations, changes, amendments, deletions or additions thereto as may be agreed by Vendor and Purchaser and to execute all other agreements, contracts, deeds or any other documents and do all other things necessary in order to give full and complete effect to the Transaction.



AUTHORIZATION

- [10] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendor to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.
- [11] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all right, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, right of retention, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, contractual rights relating to the Purchased Assets, or other claims or encumbrances, whether or not they have been attached or perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable property, excluding however, the permitted encumbrances listed on **Schedule "C"** 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, expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.
- [12] **ORDERS** and **DECLARES** that upon the issuance of the Certificate, all of the Vendor's right, title and interest in and to and obligations under the agreements listed on **Schedule "D"** hereto (the "**Assigned Lease Agreements**") and **Schedule "E"** hereto (the "**Assigned License Agreements**") are assigned and transferred to the Purchaser (collectively the "**Assigned Agreements**").
- [13] **ORDERS** that, in addition to the Vendor, the Purchaser will henceforth be liable to fulfill all of the Vendor's obligations under the Assigned Agreements.
- [14] **ORDERS** that any anti-assignment and consent to assignment provisions in the Assigned Lease Agreements and any right of a landlord or lessor to cancel any such agreement in the event of an assignment shall not apply to the transfer and assignment of the Assigned Lease Agreements by the Vendor to the Purchaser and shall not restrict, limit, impair, prohibit or otherwise affect the transfer and assignment of the Assigned Lease Agreements.
- [15] **ORDERS** that all monetary defaults in relation to the Assigned Lease Agreements occurring, arising or accruing prior to the date of the assignment or

transfer to the Purchaser, other than those arising by reason only of the Vendor's insolvency or failure to perform a non-monetary obligation, shall be remedied by the Purchaser within thirty (30) days from the issuance of the Certificate.

- [16] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.
- [17] **ORDERS** and **DIRECTS** the Trustee to communicate a copy of this Order to every party to the Assigned Lease Agreements by email or registered mail.
- [18] **ORDERS** and **DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

- [19] **ORDERS** that, upon the issuance of the Certificate, the Registrar of the Quebec Register of Personal and Movable Real Rights (the "**RDPRM**") shall, upon presentation of the required form with a true copy of this Order and the Certificate, strike, radiate and discharge the following publications in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations and that, although it may not be all of the Vendor's assets that are being sold to the Purchaser, **ORDERS** that the following registrations be totally and entirely radiated in respect of all of the Vendor's assets and not only in respect of the Purchased Assets:

NATURE OF SECURITY REGISTRATION	PUBLICATION NO. (registration)	DATE OF PUBLICATION	SECURED PARTY
Conventional hypothec without delivery	17-0900621-0001	2017-08-25	THINKING CAPITAL
Conventional hypothec without delivery	17-0761911-0002	2017-07-21	EVOLOCITY FINANCIAL GROUP INC.
Conventional hypothec without delivery	16-0870209-0001	2016-09-06	BDC CAPITAL INC.
Conventional hypothec without delivery	16-0824961-0001	2016-08-24	THE TORONTO-DOMINION BANK
Conventional hypothec without delivery	14-0461539-0003	2014-05-26	INVESTISSEMENT QUÉBEC
Conventional hypothec without delivery	14-0461539-0001	2014-05-26	BANQUE DE DÉVELOPPEMENT DU CANADA

NATURE OF SECURITY REGISTRATION	PUBLICATION NO. (registration)	DATE OF PUBLICATION	SECURED PARTY
Conventional hypothec without delivery	13-0417365-0002	2013-05-21	BANQUE ROYALE DU CANADA
Conventional hypothec without delivery	11-0923977-0001	2011-11-30	INVESTISSEMENT QUÉBEC
Conventional hypothec without delivery	11-0624842-0008	2011-08-16	BANQUE ROYALE DU CANADA
Conventional hypothec without delivery	08-0477528-0001	2008-08-15	BANQUE ROYALE DU CANADA

INTERIM FINANCING CHARGE

- [20] **ORDERS** and **DECLARES** that the Purchaser's present and future assets, rights, undertakings and property, movable, personal, corporeal or incorporeal, tangible or intangible and wherever situate, including all proceeds thereof (collectively the "**Property**") shall remain and is hereby charged by and subject to a security and charge to the aggregate principal amount of \$2,400,000 plus interest at the rate of 17% *per annum* in favour of the Interim Lender, as continuing and collateral security for all obligations and indebtedness of the Vendor owing to Continental Capital Investments Inc. ("**Continental**") under the credit facility provided by Continental to the Vendor pursuant to the terms and conditions of the commitment letter issued by Continental on October 2, 2017, as assumed by the Purchaser pursuant to Offer (the "**Assumed Debt Charge**").
- [21] **ORDERS** and **DECLARES** that the Assumed Debt Charge shall be effective and attach to the Property as and from 12:01 a.m. Montreal time, province of Quebec, on the date of this Order.
- [22] **DECLARES** that the Assumed Debt Charge shall subsist without necessity of any publication, registration, recording, filing or perfection.
- [23] **ORDERS** the Registrar of the Québec Register of Personal and Movable Real Rights, upon application by Continental, to register in the RDPRM, the Assumed Debt Charge created by this Order against the Property situated in the province of Quebec.
- [24] **ORDERS** that, upon the issuance of the Certificate, the Assumed Debt Charge shall be cancelled, radiated and discharged against the Property and shall be deemed to be cancelled, radiated and discharged for all purposes.

VALIDITY OF THE TRANSACTION

[25] **ORDERS** that notwithstanding:

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

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Offer 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

[26] **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.

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

GENERAL

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

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

[30] **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.

[31] **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.

[32] **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, SAVE IN THE EVENT OF CONTESTATION

(signed)

KUGLER KANDESTIN LLP
Me Gerald F. Kandestin
Me Jeremy Cuttler
Attorneys for the Debtor/Petitioner

Me Chantal Flamand, registraire

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR
Isseur Franc
Personne désignée par le greffier

SCHEDULE "A"
PURCHASED ASSETS

All corporeal/tangible and incorporeal/intangible property, of any nature, form or location whatsoever which is, as of the "Closing Date" (as defined in the Offer), owned by the Debtor or in which the Debtor has any right, title or interest (to the extent of such interest), save and except for the hereafter defined "Excluded Assets", but including, without limitation, the following:

- A. all Assigned Lease Agreements;
- B. all Assigned License Agreements;
- C. all of the equipment which is the object of the "Equipment Lease Agreement" dated as of September 25, 2013 between Royal Bank of Canada, as lessor, and 175413 Canada Inc., as lessee, bearing lease no. 201000010795 and lessee no. 698466984;
- D. all of the Debtor's goods, wares, merchandise and inventory wherever situated, including, without limitation, all in-transit inventory and/or on-order inventory, the full benefit of all deposits or other partial payments made by the Debtor to the suppliers of all of the foregoing;
- E. all of the Debtor's furniture, fixtures, computers, office equipment and other equipment other than the "Non-Acquired Equipment" (as defined in the Offer), store fixtures and store equipment wherever situated;
- F. all intellectual property in its broadest sense including, without limitation, all patents, trademarks, copyrights, tradenames and all other intellectual property (including, without limitation, the trademarks/names "m 0851" and/or "m0851");
- G. all accounts receivable and other claims;
- H. all goodwill pertaining to the business carried on by the Debtor (the "**Business**") including, without limitation, the right of Purchaser to continue to carry on the Business for the Purchaser's own account and to the complete exoneration of the Debtor;
- I. all monies and cash on hand held by the Debtor or held by any financial institution(s) on behalf of the Debtor; and
- J. all shares held by the Debtor in the Debtor's subsidiary: M0851 Trading (Beijing) Co. Ltd.,

but excluding the following (the "**Excluded Assets**"):

- K.** the Debtor's right, title and interest (to the extent of such interest) in and to the equipment which is the object of the hereafter defined "Non-Acquired Equipment Lease" including, without limitation: (a) the Teseo S.P.A. 3230 TH Automatic Leather Cutting Line; and (b) the Morgan Tecnica S.P.A. Razor 50 Split mod 01;
- L.** the "Equipment Lease Agreement" between Royal Bank of Canada, as lessor, and 175413 Canada Inc., as lessee, bearing lease no. 201000010794 and lessee no. 698466984 for the lease of, *inter alia*: (a) the Teseo S.P.A. 3230 TH Automatic Leather Cutting Line; and (b) the Morgan Tecnica S.P.A. Razor 50 Split mod 01 (the "**Non-Acquired Equipment Lease**");
- M.** all right, title and interest in and to any and all leases, or similar agreements, and amendments thereto, for the Debtor's occupancy of that certain retail store premises known as 2901 Bayview Avenue, North York, Ontario;
- N.** all shares held by the Debtor in the Debtor's US subsidiary: M0851 Products and Architectural Design Inc.;
- O.** all right, title and interest in and to any and all leases, or similar agreements, and amendments thereto, for the Debtor's occupancy of that certain premises known as 134 Newbury Street, Boston, Massachusetts; and
- P.** any and all tax credits owing or to become owing by fiscal authorities to the Debtor.

SCHEDULE "B"
DRAFT CERTIFICATE OF THE TRUSTEE

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
File No.: 500-11-053292-179

SUPERIOR COURT
Commercial Division

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

175413 CANADA INC. (operating under the
trade name M0851)

Debtor/Petitioner

-and-

KPMG INC.

Trustee

-and-

THE PARTIES LISTED IN THE ANNEXED
SERVICE LIST

-and-

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

Mises-en-cause

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on ●, 2017, the Superior Court of Quebec (the "**Court**") issued an order (the "**Vesting Order**") pursuant to the *Bankruptcy and Insolvency Act*, Canada (the "**BIA**") thereby, *inter alia*, authorizing and approving the execution by 175413 Canada Inc. (the "**Debtor**") of that certain offer to purchase made by 10498700 Canada Inc. (the "**Purchaser**") on November 23, 2017 and accepted by the Debtor on November 27, 2017 (the "**Offer**"), a copy of which was filed into the Court record, and into all of the sale and other transactions contemplated therein (the "**Transaction**") with such non-substantial modifications, changes, amendments, deletions or additions thereto as may be agreed by the Debtor, the Purchaser and the Trustee;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Trustee once:

- (a) the Agreement of Sale contemplated by the Offer (the "**Agreement of Sale**") has been executed and delivered;
- (b) the "Purchase Price" (as defined in the Offer) (the "**Purchase Price**") has been paid by the Debtor's assumption of certain indebtedness as set forth in the Offer;
- (c) all conditions to the closing of the Transaction have been satisfied or waived by all parties thereto;
- (d) all unpaid rent and other monetary obligations due in respect of the Debtor's Rockland Shopping Centre premises have been paid; and
- (e) the Debtor's interim lender, Continental Capital Investments Inc. ("**Continental**"), has been fully repaid the indebtedness under the credit facility provided by Continental to the Debtor pursuant to the commitment letter issued by Continental on October 2, 2017 (the "**Interim Facility Indebtedness**").

THE TRUSTEE CERTIFIES THE FOLLOWING:

- (a) the Agreement of Sale has been executed and delivered;
- (b) the Purchase Price has been paid by the Debtor's assumption of certain indebtedness as set forth in the Offer;
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto;
- (d) all unpaid rent and other monetary obligations due in respect of the Debtor's Rockland Shopping Centre premises have been paid; and
- (e) Continental has been fully repaid the Interim Facility Indebtedness.

This Certificate was issued by the Trustee at ____:____ [TIME] on _____ [DATE].

KPMG INC., in its capacity as Trustee to the Notice of Intention to Make a Proposal of 175413 Canada Inc., and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "C"

PERMITTED ENCUMBRANCES

- (a) Rights arising under a lease by 175413 Canada Inc., as lessee, and Royal Bank of Canada, as lessor, with respect to the standard equipment lease dated September 25, 2013, together with all attachments, accessories, replacements, substitutions and proceeds thereof, published by notice thereof at the Register of Personal and Movable Real Rights (the "RDPRM") on October 4, 2013 under no. 13-0881781-0001; and

- (b) That certain "Interim Financing Charge" in favour of Continental Capital Investments Inc. created pursuant to the "Charge Order" issued by the Commercial Division of the Superior Court of Quebec on October 6, 2017 under Court no. 500-11-053292-179 charging all of the Debtor's present and future assets, rights, undertakings and property, movable, personal, corporeal or incorporeal, tangible or intangible and wherever situate, including all proceeds thereof, to the extent of the aggregate principal amount of \$2,400,000 plus interest at the rate of 17% *per annum*, and any and all publications/registrations thereof including, without limitation, that certain publication registered by notice at the RDPRM on November 22, 2017 under no. 17-1239293-0001.

SCHEDULE "D"
ASSIGNED LEASE AGREEMENTS

- A.** leases or similar agreements, including all amendments thereto and offers to lease, for the Debtor's occupancy of the following premises:

PREMISES	
(1)	3526 Blvd. Saint-Laurent Montreal, Quebec
(2)	2305 Chemin Rockland (Rockland Shopping Centre) Montreal, Quebec
(3)	677 Sainte-Catherine West Montreal, Quebec
(4)	4925 Sherbrooke Street West Westmount, Quebec
(5)	38 Avenue Road Toronto, Ontario
(6)	220 Yonge Street Toronto, Ontario
(7)	5555 Casgrain, Suite 201 Montreal, Quebec

- B.** that certain "Equipment Lease Agreement" dated as of September 25, 2013 bearing lease no. 201000010795 between Royal Bank of Canada, as lessor, and the Debtor, as lessee, for the Debtor's leasing of certain equipment, published by notice thereof at the RDPRM on October 4, 2013 under no. 13-0881781-0001.

SCHEDULE "E"

ASSIGNED LICENSE AGREEMENTS

- (a) "Trademark License Agreement" between 175413 Canada Inc., as licensor, and Lapine Co., Ltd., as licensee, dated January 2015;
- (b) "Trademark License Agreement" between 175413 Canada Inc., as licensor, and 0806433 BC Ltd., as licensee, dated March 2012; and
- (c) "Trademark License Agreement" between 175413 Canada Inc., as licensor, and 9265-6057 Quebec Inc., as licensee, dated September 12, 2012.

SERVICE LIST	
<u>PARTY:</u>	<u>COORDINATES:</u>

KPMG INC.

Trustee

600 Boulevard de Maisonneuve O.
Suite 1500
Montréal, Quebec
H3A 0A3

Attention: Stéphane De Broux
Richard Lépine

E-mail: sdebroux@kpmg.ca
rlépine@kpmg.ca

The Toronto Dominion Bank

KAUFMAN LLP

800 René-Lévesque Blvd. West
Suite 2220
Montreal, Quebec
H3B 1X9

Attention: Me Steven Shein
Me Martin P. Jutras

E-mail: sshein@klcanada.com
MJutras@klcanada.com

Continental Capital Investments Inc.

GAGNON, BRUNET & KILANI S.E.N.C.

1440 rue Sainte-Catherine O.
Suite 714
Montreal, Quebec
H3G 1R8

Attention: Me Raymond Gagnon

E-mail: rgagnon@gbklegal.com

Royal Bank of Canada

1 Place Ville Marie
North Wing
2nd Floor
Montreal, Quebec
H3C 3A9

Royal Bank of Canada

300-5575 North Service Rd.
Burlington, Ontario
L7L 6M1

SERVICE LIST	
<u>PARTY:</u>	<u>COORDINATES:</u>

<u>PARTY:</u>	<u>COORDINATES:</u>
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<i>Royal Bank of Canada</i>	1 Place Ville Marie East Wing, 12 th floor Montreal, Quebec H3B 2B6
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<i>Royal Bank of Canada</i>	630 Boul. Rene-Levesque O. 1 st floor Montreal, Quebec H3B 3C1
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<i>Business Development Bank of Canada</i>	<p>SOCIÉTÉ D'AVOCATS DEXAR INC. Attorneys for Business Development Bank of Canada 1590 rue Ampère Bureau 200 Boucherville, Quebec J4B 7L4</p> <p>Attention: Me Bernard Gravel Me Guillaume Hébert</p> <p>E-mail: bgravel@dexar.ca ghebert@dexar.ca</p>
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<i>BDC Capital Inc.</i>	<p>SOCIÉTÉ D'AVOCATS DEXAR INC. Attorneys for BDC Capital Inc. 1590 rue Ampère Bureau 200 Boucherville, Quebec J4B 7L4</p> <p>Attention: Me Bernard Gravel Me Guillaume Hébert</p> <p>E-mail: bgravel@dexar.ca ghebert@dexar.ca</p>
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<i>Investissement Québec</i>	600 rue de la Gauchetière Ouest Suite 1500 Montreal, Quebec H3B 4L8
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SERVICE LIST	
<u>PARTY:</u>	<u>COORDINATES:</u>

Investissement Québec

3300 Boul. de la Côte-Vertu
Bureau 210
Montreal, Quebec
H4R 2B7

Thinking Capital Financial Corporation

4200 Dorchester Blvd. West
Suite 300
Montreal, Quebec
H3Z 1V4

Evolocity Financial Group Inc.

1100 René-Lévesque Blvd. West
Suite 1825
Montreal, Quebec
H3B 4N4

Bel Air Properties, Inc.

c/o Philip S. Lapatin, Esq.
HOLLAND & KNIGHT LLP
10 St. James Avenue
Boston, MA 02116
USA

E-mail: philip.lapatin@hklaw.com

Cominar

GOWLING WLG (CANADA) LLP
1, Place Ville Marie
Bureau 3700
Montréal, Quebec
H3B 3P4

Attention: Me François Viau

E-mail: francois.viau@gowlingwlg.com
(Store : Rockland)

9164-6505 Québec Inc.

c/o Kimwood Nun's Island Holdings ULC
4 Place du Commerce
Suite 500
Montreal, Quebec
H3E 1J4
(Store: 3526 Blvd. St Laurent)

SERVICE LIST	
<u>PARTY:</u>	<u>COORDINATES:</u>

Immeubles 667 Sainte-Catherine Inc.

c/o its Property Manager Ivanhoé Cambridge
 1001 square Victoria
 Bureau C-500
 Montreal, Quebec
 H2Z 2B5
 (Store: 677 Sainte-Catherine West)

Gestion Immobiliere Salice Inc.

c/o Cromwell Management Quebec Inc.
 A-3488 Côte des Neiges Road
 Montreal, Quebec
 H3H 2M6
 (Store: 4925 Sherbrooke Street West)

8479577 Canada Inc.

LECOURS, HÉBERT AVOCATS INC.
 354, rue Notre-Dame O.
 1er étage
 Montreal, Quebec
 H2Y 1T9

Attention: Me Quentin Leclercq

E-mail: leclercq@lecourshebert.com
 (Store: 38 Avenue Road)

Toronto Eaton Centre

220 Yonge Street
 Suite 110
 Toronto, Ontario
 M5B 2H1

Attention: Vice-President, Shopping Centre
 Operations

w/copy to: Shopping Centre Manager
 (Store: 220 Yonge Street)

***ESTATE GERALD BROWNSTEIN and HAROLD
 BROWNSTEIN***

5555 Casgrain
 Montreal, Quebec
 H2T 1Y1
 (Head office premises)

0806433 BC Ltd.

NORTON ROSE FULBRIGHT CANADA LLP
 400 3rd Avenue SW
 Suite 3700
 Calgary, Alberta
 T2P 4H2

SERVICE LIST	
<u>PARTY:</u>	<u>COORDINATES:</u>

10498700 Canada Inc.

Attention: Meghan Parker
Aditya Badami
Sam Khajeei

E-mail: meghan.parker@nortonrosefulbright.com
aditya.badami@nortonrosefulbright.com
sam.khajeei@nortonrosefulbright.com

BORDEN LADNER GERVAIS, S.E.N.C.R.L., S.R.L.
1000 rue de la Gauchetière Ouest
Bureau 900
Montréal, Quebec
H3B 5H4

Attention: Me Marc Duchesne
E-mail: mduchesne@blg.com

Registrar of the RDPRM

E-mail: services@rdprm.gouv.qc.ca