

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

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

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

No.: 500-11-065571-255

MOBI724 GLOBAL SOLUTIONS INC.

Debtor/Applicant

-and-

RICHTER INC.

Trustee

-and-

9538-5613 QUEBEC INC.

Mise en cause

-and-

THE SERVICE LIST

Impleaded Parties

**AMENDED APPLICATION FOR THE ISSUANCE OF A SALE APPROVAL AND
VESTING ORDER**

(Section 65.13 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3)

**TO ONE OF THE HONOURABLE JUDGES OR REGISTRARS OF THE SUPERIOR
COURT, SITTING IN THE COMMERCIAL DIVISION FOR THE DISTRICT OF
MONTREAL, THE APPLICANT RESPECTFULLY SUBMITS AS FOLLOWS:**

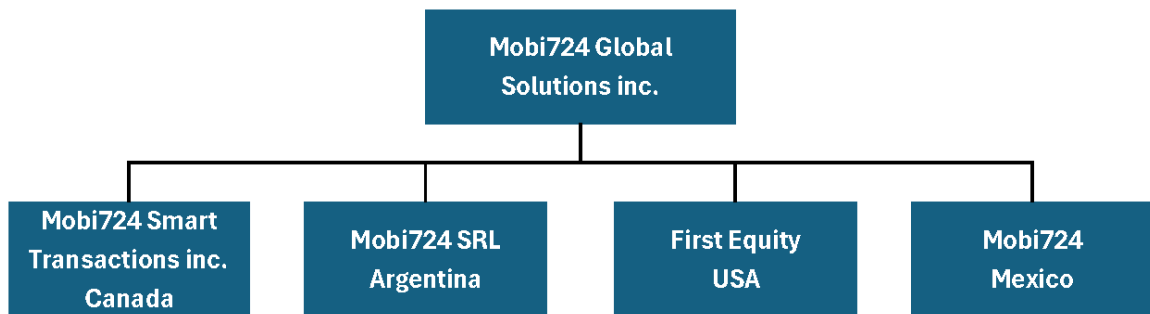
I. OVERVIEW

1. Mobi724 Global Solutions Inc. (the “**Debtor**”) hereby seeks the Court approval of a sale transaction to be entered into by it, as Vendor, with 9538-5613 Quebec Inc., as the Purchaser, pursuant to section 65.13 of the *Bankruptcy and Insolvency Act* (the “**BIA**”), the whole in accordance and substantially in the form of the proposed Approval and Vesting Order communicated as **Exhibit R-1**. Copy of the proposed Asset Purchase Agreement to be executed subject to this Court’s approval is communicated as **Exhibit R-6**.

2. 9538-5613 Quebec Inc. is a related party to the Debtor and the various factors listed at subparagraphs (4) and (5) of section 65.13 BIA are discussed more fully below and considered in the report of Richter Inc. (the “**Trustee**”) prepared pursuant to section 65.13 BIA (the “**65.13 BIA Trustee’s Report**”), a copy of which is communicated as **Exhibit R-7**.

II. **BACKGROUND**

3. The Debtor is a fintech corporation and possesses a sophisticated technology platform that conducts data analysis and transaction processing for existing networks, card issuers and payment systems (the “**Platform**”).
4. The Platform, using proprietary AI-based predictive-analysis analyzes consumer experiences generating valuable incremental commercial opportunities for banks, fintech card issuers and merchants, thereby enabling them to increase their transaction revenues and improve the performance and profitability of their card portfolios through data monetization.
5. The innovations for the foregoing require a highly specialized workforce, including PHD’s in AI, data science experts and secure hosting providers.
6. The Debtor is the parent company of four distinct subsidiaries as illustrated blow:



7. On April 22, 2025, the Debtor filed a Notice of intention to make a proposal (“**NOI**”) naming Richter Inc. as trustee (the “**NOI Trustee**”).
8. On May 1, 2025, an Order approving an Interim Financing, an Interim Financing Charge and an Administrative Charge was granted by Me Vincent-Michel Aubé, Registrar (the “**Interim Financing Order**”), copy of same is communicated as **Exhibit R-2**.
9. On May 22, 2025, an Order approving a First Extension of the delay for the filing of a proposal (the “**First Extension Order**”) was granted by Me Patrick Gosselin, Registrar, the whole as it appears from the Court record.
10. On July 7, 2025, the Debtor presented its Application for a second extension of the delay to make a proposal, a copy of which is communicated as **Exhibit R-3** and Me Geneviève Desailers, Registrar granted an Order approving a Second

Extension of the delay for the filing of a proposal (the “**Second Extension Order**”), the whole as it appears from the Court record.

11. The Application for a second extension of the delay to make a proposal (R-3) specifically mentioned (at paragraphs 9 and 10) that the Debtor intended to proceed as soon as possible with the presentation of the present Application seeking the approval of the Court pursuant to section 65.13 BIA, for the reasons more fully set out below.

III. THE SISP AND THE PROPOSED TRASACTION

12. Since the Interim Financing Order (**R-2**), the Trustee has implemented a formal sale and investment solicitation process (“**SISP**”).
13. As part of the SISP, 9538-5613 Quebec Inc. has submitted stalking horse offer, a copy of which is communicated as **Exhibit R-4**.
14. The stalking horse offer (R-4) provides for the purchase and sale of the Debtor’s assets on a free and clear basis all with the intention by Purchaser to carry on and continue the Business (as defined below) which are listed as follows:
 - a) The “Purchased Assets” consists, without limitation, of all corporeal and incorporeal/tangible and intangible property of any nature or form whatsoever and in any location whatsoever, owned by the Debtor and/or in which the Debtor has any right, title and interest (to the full extent of such right, title and interest), with the sole exception of all of the “Excluded Assets” (as defined below), but including, without limitation, all of the following:
 - i) all claims whatsoever owing as at Closing, in any manner whatsoever, to the Debtor, including the accounts receivable and any other amounts owing as at Closing to the Debtor for any reason whatsoever;
 - ii) corporate names (including, without limitation, the name “**Mobi724**”), copyrights and all other intellectual property in its broadest sense including but not limited to the source codes, Azure subscriptions, third party software subscriptions and accounting software subscriptions owned by the Debtor or in which the Debtor has any right, title or interest (to the full extent of such right, title and interest);
 - iii) One hundred percent (100%) of the shares owned by the Debtor in MOBI724 Smart Transactions Inc. (“**Mobi724 Smart**”), same to be free and clear of all hypothecs and charges and encumbrances.
 - iv) Accounts receivable/value added taxes:

- a) To the extent transferable and subject to all rights of compensation of His Majesty in Right of Canada and His Majesty in Right of any Province, all CDAE claims by the Debtor pending for fiscal year 2021, 2022 and filings to be made for fiscal 2023 and 2024; and
- b) To the extent transferable and subject to all rights of compensation of His Majesty in Right of Canada and His Majesty in Right of any Province, all value added taxes refunds pending from the Quebec and Canadian governments that from fiscal years 2022, 2023 and 2024.
- v) All goodwill and all other incorporeal/intangible property associated with or necessary for the operation of the current businesses of the Debtor (collectively, the “**Business**”) including software, relating to the Business.
- vi) All of the right, title and interest (to the full extent of such right, title and interest) in and to each of the agreements, contracts or other documents or arrangements of the Debtor;

all of which constitute substantially all of the property that may be considered necessary to carry on the former Business and activities of the Debtor.

- b) The Purchased Assets expressly excludes the following (the “**Excluded Assets**”), namely
 - i) Rights to any litigation claims of the Debtor, actual, eventual, inchoate or potential, if any, which are to be prosecuted and distributed as part of an eventual proposal or prosecuted by Trustee or creditors with leave of the Court;¹
 - ii) All obligations under contracts and obligations of the Debtor under any contracts or agreements (of any nature whatsoever) not assumed or purchased herein;
 - iii) Any financial or legal liability in the Debtor’s subsidiaries Mobi724 SRL, First Equity LLC and Mobi724 Smart Transactions Mexico S.A. de CV, neither of whose shares shall form part of the Purchased Assets.

¹ Said rights were included in the stalking horse offer (R-4) but are excluded from the Asset Purchase Agreement (R-6) to be prosecuted and distributed as part of an eventual proposal or prosecuted by Trustee or creditors with leave of the Court.

15. The bid deadline originally set to June 4, 2025, was extended by the Trustee up to June 18, 2025. The stalking horse bid (R-4) was the best and only offer received by the Trustee in the context of the SISP process.
16. In support of the Application seeking a second extension (R-3), the Debtor filed the Trustee's Report of the state of the Debtor's Business and Financial Affairs as at July 3rd, 2025, pursuant to Sections 50.4 (7) (b) (ii) of the BIA, as to the state of Debtor's business and financial affairs (the "**July 3rd Trustee's Report**"), copy of which is communicated as **Exhibit R-5**.
17. The July 3rd Trustee's Report (R-5) describes as follows the SISP and the transaction contemplated by the stalking horse bid (R-4):

SALE AND INVESTMENT SOLICITATION PROCESS ("SISP")

15. As noted in the First Report, the primary objective of the restructuring is to provide time to focus on a sale of the Company on a going concern basis through the implementation of a SISP. The Company engaged the Proposal Trustee to initiate the SISP.

16. As described in the Second Report, the Proposal Trustee performed a search of potential purchasers and as well, received a list of potential interested parties from the Debtor who were contacted in a prior sales effort conducted by an investment firm in 2023. A total of approximately ninety (90) entities, both strategic (transaction and payment processing entities) and private equity companies, were identified as potential purchasers.

17. On May 14, 2025, the Proposal Trustee launched the SISP and provided the potential purchasers with a Teaser document. The original deadline to submit offers was June 4, 2025, at 2:00 p.m. (prevailing Eastern Time). This date was subsequently extended to June 18, 2025, at 5:00 p.m. (prevailing Eastern Time) as further described below.

18. With the assistance of management, the Proposal Trustee set up a virtual data room ("VDR") which included relevant information to assess the business opportunity. Upon execution of a non-disclosure agreement ("NDA"), potential buyers were provided access to the VDR. A total of three interested parties executed an NDA and were granted access to the data room.

19. On May 30, 2025, a related party submitted a stalking horse bid to purchase the assets and assume various liabilities of the Company. The stalking horse bid as well as the bidding procedures reflected in the SISP rules were included in the VDR. The deadline to submit offers was extended to June 9, 2025, to permit the interested parties additional time to assess the stalking horse bid.

20. As a result of the stalking horse bid coming from a related party, the Trustee put in place appropriate safeguards to ensure that all interested parties have an equal opportunity in submitting a bid.

21. One of the interested parties conducted an extensive due diligence and submitted numerous requests for additional information to evaluate

the business, including interviews with certain employees. With the assistance of the Company, the Trustee responded to the majority of these requests as promptly as possible. To allow time for a further assessment of the additional information, the interested party requested an extension to submit its bid. The Trustee permitted this request and extended the bid deadline for a final time to June 18, 2025.

22. No other offers were received by the bid deadline.

STALKING HORSE BID

23. As previously indicated a stalking horse bid was received from a related party, 9538-5613 Québec Inc. (“Stalking Horse Bidder”), the interim financing lender and corporation controlled by Marcel Vienneau the CEO of the Company.

24. The terms of the stalking horse bid are summarized as follows:

(i) The Stalking Horse Bidder is purchasing the tangible and intangible assets of the Company, including but not limited to the following (“Purchased Assets”):

- All claims and accounts receivable;
- The corporate name of Mobi724 and all other intellectual property;
- The shares of the Company’s subsidiary Mobi724 Smart Transactions Inc.
- Rights to any litigious claims²; and
- All the right, title and interest of the Company’s customer contracts.

(ii) The Stalking Horse Bidder has excluded from the assets being purchased, the shares in three other subsidiaries of the Company, namely, Mobi724 SRL, First Equity LLC and Mobi724 Smart Transactions Mexico S.A. de CV.

(iii) The purchase price for the assets is \$1,626,938 to be paid through the assumption of certain liabilities, summarized below:

▪ Interim financing:	\$905,707
▪ Critical supplier:	\$374,324
▪ Revenu Québec & Revenue Canada super priority:	\$346,907

(iv) In addition, the Stalking Horse Bidder would assume the employment of certain employees of the Company.

(v) The sale of the Purchased Assets is subject to court approval, including the issuance of a vesting order as well as the approval of the secured lenders, BDC Capital Inc and Investissement Québec, who hold security over the Purchased Assets.

² As noted above, said rights were included in the stalking horse offer (R-4) but are excluded from the Asset Purchase Agreement (R-6).

25. The Proposal Trustee understands that the Stalking Horse Bidder is in discussion with Revenu Québec & Revenue Canada regarding the super priority claim. Additionally, the Stalking Horse Bidder is engaged in discussions with the secured creditors to obtain their approval of the transaction and a settlement of their secured claims.

18. The Debtor is paying its current obligations and continues to operate its business.
19. The Debtor has paid in full its post-filing unremitted source deductions owing to Revenu Quebec (RQ) and has committed to pay in full the post-filing unremitted source deductions owing to Canada Revenue Agency ("**CRA**"). In view of continuing technical issues with CRA, the Debtor has obtained a bank draft representing the post-filing unremitted source deductions owing to CRA and is awaiting instructions as to whom said bank draft should be remitted.
20. The Debtor has reached out to RQ and CRA to facilitate the implementation of the transaction contemplated by the stalking horse bid (R-4).
21. The Debtor estimates that employee portion of the unremitted source deductions payable to CRA is in the amount of 352,739.36\$ to be paid in full in accordance with payment terms to be agreed with CRA.
22. After offset, the Debtor estimates that employee portion of the unremitted source deductions payable to RQ is nil and has reached out to RQ to obtain confirmation of same, or to agree to acceptable payment terms of any outstanding balance, if any, with RQ.
23. The Purchaser will hire all current and active employees of the Debtor and continue their employment under the same terms and conditions, and assume all wage arrears, vacation and benefits.
24. BDC Capital Inc., a subsidiary of Business Development Bank of Canada ("**BDCC**") has granted financing in favour of the Debtor by way of a Letter of Offer dated June 21, 2017 (# 120397-01), as amended from time to time notably on March 31, 2021, and on October 7, 2021 (the "**BDCC Letter of Offer**"), which is secured by way of:
 - a) movable hypothecs registered at the Register of personal and movable real rights on September 5, 2017 under registration numbers 17-0934552-0001 and 17-0934552-0002, as rectified on September 7, 2017 under registration number 17-0944559-0001 and on September 8, 2017 under registration number 17-0949665-0001 (the "**BDCC Movable Hypothecs**");
 - b) two corporate guarantees dated September 5, 2017 and April 27, 2021 granted by First Equity Strategy LLC, Mobi724 Smart Transactions Inc., Mobi724 S.R.L. and Mobi724 Smart Transactions Mexico SA.DE.CV. (collectively the "**BDCC Corporate Guarantees**"); and

c) a personal guarantee granted on October 13, 2021 by Mr. Marcel Vienneau (the “**BDCC Personal Guarantee**”, together with the Corporate Guarantees, collectively the “**BDCC Guarantees**”).

25. On or about March 3rd, 2025, BDCC instituted proceedings against the Debtor, First Equity Strategy LLC, Mobi724 Smart Transactions Inc., Mobi724 S.R.L., Mobi724 Smart Transactions Mexico SA.DE.CV. and Mr. Marcel Vienneau by way of an originating application in the Court file baring number 500-17-1332262-256 (the “**BDCC Proceedings**”) on the basis of the BDCC Letter of Offer and the BDCC Guarantees.
26. BDCC agrees to file a declaration of settlement out of court in connection with the BDCC Proceedings (each party are bearing its own costs) and to grant of full release and discharge of the Guarantees (both of Corporate Guarantees and the Personal Guarantee) upon of a payment of a sum of \$150,000 CDN to be received no later then 90 days following the Order to be entered by this Court approving the present Application and or at the close the first round of financing currently expected to be close on or about November 30, 2025.
27. Based on the forgoing, BDCC has accepted to support this Application which will vest and discharge the BDCC Movable Hypothecs and security against the assets of the Debtor and to subsequently grant a full release and discharge of the BDCC Guarantees upon receipt of \$150,000 CDN as explained above.
28. Investissement-Québec (“**IQ**”) has granted financing in favour of the Debtor by way of a Letter of Offer dated June 8, 2021, as amended from time to time and by loan offers as amended from time to time (Collectively the “**IQ Financings**”) which is secured by way of:
 - a) a universal movable hypothec registered on October 9, 2020 under registration number 20-1042482-0001;
 - b) a universal movable hypothec registered on June 17, 2021 under registration number 21-0667598-0001;(collectively the “**IQ Movable Hypothecs**”)
 - c) corporate guarantees by First Equity Strategy LLC, I.Q. 7/24 Inc. and Mobi724 Smart Transactions Inc. (collectively the “**IQ Corporate Guarantees**”).
29. IQ agrees to grant a full release and discharge of the IQ Corporate Guarantees on payment of a some of \$50,000 CDN to be paid no later than 90 days following the Order to be entered by this Court approving the Application and the closing of the first round of financing currently expected to be close on or about November 30, 2025.

30. Based on the forgoing, IQ has accepted to support this Application which will vest and discharge the IQ Movable Hypothecs and security against the assets of the Debtor and to subsequently grant a full release and discharge of the IQ Corporate Guarantees upon receipt of \$50,000 CDN as explained above.
31. Sherweb Inc. hosts the trading platform used by Debtor which is essential and crucial to its business activities and business activities. The Debtor has confirmed acceptable terms for the payment of sums owing to Sherweb and to secure the continued use without interruption of its trading platform.
32. The Debtor has acted and is acting in good faith and with due diligence.
33. The sums owing to the Interim Lender will be reimbursed in full and paid out as part of this proposed transaction.

III. GROUNDS FOR APPROVAL OF THE TRANSACTION

34. The grounds for the approval of the transaction are more fully set out in the 65.13 BIA Trustee's Report (R-7).
35. The proposed transaction will allow the Business to resume its operations, to attract new investments and offer employment in the fintech industry in Montreal.
36. The proposed transaction has received the support of its secured creditors.
37. Section 65.13 BIA sets out certain factors that are to be considered by the Court.
38. The Debtor respectfully submits that the following considerations weigh in favour of the Court approving the proposed transaction:
 - a) The SISP was reasonable in the circumstances;
 - b) The Trustee oversaw the SISP and decided to grant extension of the bid deadline to ensure a fair, transparent and competitive process;
 - c) The Trustee is of the opinion that the transaction would be more beneficial to the creditors than a sale or disposition under a bankruptcy, which would in all likelihood result in zero recovery for the creditors;
 - d) The consideration to be received for the Property is reasonable and fair, taking into account its market value;
 - e) Good faith efforts were made to sell or otherwise dispose of the Property to persons who are not related to the Debtor;
 - f) The consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the SISP.

39. The Debtor has acted, is acting, and will continue to act in good faith and with diligence in the context of these proceedings.

40. The present Motion is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present *Application for the Issuance of an Approval and Vesting Order* (the "Application").

ISSUE an order substantially in the form of the draft order produced herewith as Exhibit R-1.

AUTHORISE the Debtor to execute the Asset Purchase Agreement substantially in the form of the Aset Purchase Agreement produced herewith as Exhibit R-6.

GRANT any other relief the Court deems appropriate.

ORDER the provisional execution of the judgment to be rendered on the Application notwithstanding any appeal and without security.

THE WHOLE without costs, save in the event of contestation.

MONTREAL, July 22, 2025

Woods s.e.n.c.r.l./LLP

Woods LLP

Lawyers for Mobi724 Global Solutions Inc.

Mtre. Sylvain Rigaud

srigaud@woods.qc.ca

notification@woods.qc.ca

2000 McGill College Avenue, Suite 1700

Montréal, Québec H3A 3H3

Tel.: 514 982-4545 / Fax: 514 284-2046

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PROVINCE OF QUÉBEC**

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SALE APPROVAL AND VESTING ORDER**

(Section 65.13 of the Bankruptcy and Insolvency Act,
RSC 1985, c B-3)

ORIGINAL

Mtre. Sylvain Rigaud
srigaud@woods.qc.ca

File No.: 7892-1

Woods LLP
Barristers & Solicitors
2000 McGill College Avenue, Suite 1700
Montréal, Québec H3A 3H3
T 514 982-4545 F 514 284-2046
Notification: notification@woods.qc.ca
Code BW 0208

