

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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

N^o: 500-11-044334-130

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

(“Debtor”)

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Receiver in respect of Effigi Inc.

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Trustee to the bankruptcy of Effigi Inc.

(“Petitioners”)

**MOTION FOR AUTHORIZATION TO SELL CERTAIN ASSETS OF THE DEBTOR,
ENTER INTO AGENCY AGREEMENT AND OTHER RELATED ORDERS**
(Section 243 of the *Bankruptcy and Insolvency Act*)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
THE COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF
MONTRÉAL, PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:**

I. Introduction

1. The Debtor, Effigi Inc. (the “**Debtor**”), carried on business specializing in the design, development and distribution of clothing and fashion accessories as well as a full range of products for home decoration.
2. The Debtor operated both a wholesale and retail division from its head office (“**Head Office**”) and distribution centre (“**Distribution Centre**”) locations in Laval, Quebec and nine (9) retail stores in Ontario, Alberta and Nova Scotia (the “**Stores**”).
3. The Debtor's assets essentially consist of (i) inventory located in the Stores and the Distribution Centre (the “**Inventory**”), (ii) accounts receivable (the “**Receivables**”), (iii) furniture, fixtures and equipment located in the Stores, the Distribution Centre and the

Head Office (the “**FF&E**”), and (iv) trademarks, trade names and other intellectual property (the “**Intellectual Property**”).

4. On March 1, 2013, an Initial Order under the *Companies’ Creditors Arrangement Act* (“**CCA**”) was issued by this Honourable Court, in file number 500-11-044191-134, in respect of the Debtor and Richter Advisory Group Inc. (“**Richter**”) was appointed as Monitor thereunder, as appears from a copy of the Initial Order produced herewith as **Exhibit P-1**.
5. On March 20, 2013, the Debtor filed an assignment in bankruptcy pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, Canada (“**BIA**”) and named Richter, as trustee thereto (the “**Trustee**”), as appears from a copy of the certificate of appointment produced herewith as **Exhibit P-2**.
6. On March 21, 2013, upon petition by the Debtor’s principal secured creditor, Wells Fargo Capital Finance Corporation Canada (“**Wells Fargo**”), this Honourable Court appointed Richter as receiver pursuant to Section 243 BIA (the “**Receiver**”), as appears from the Judgment appointing the Receiver (the “**Receivership Order**”) a copy of which is produced herewith as **Exhibit P-3**.

II. Secured Creditors

7. The security interests granted by the Debtor are summarized in search reports produced herewith as **Exhibit P-4**, and consist essentially of the security described below.

Wells Fargo

8. As at March 20, 2012, the Debtor was indebted towards Wells Fargo in the approximate amount of \$19,600,000 (the “**WF Debt**”) pursuant to a Loan Agreement dated June 18, 2007 as amended, from time to time (the “**WF Loan Agreement**”).
9. The WF Debt is secured by the following (the “**WF Security**”), namely:
 - (a) “Hypothec on Movable Assets” dated June 15, 2007 published by registration in the *Register of Personal and Movable Real Rights* (“**RDPRM**”) on June 18, 2007 under number 07-0343462-0001, charging the Receivables and the Inventory;
 - (b) “Hypothec on Universality of Movable Assets” dated October 8, 2008 published by registration in the RDPRM on October 9, 2008 under number 08-0586175-0001, charging all of the Debtor’s present and future movable property, corporeal and incorporeal;
 - (c) “General Security Agreement” dated October 28, 2010 and registered in the provinces of Ontario, Nova Scotia and Alberta.

Investissement Quebec

10. The Debtor has granted the following security (the “**IQ Security**”) in favour of Investissement Quebec (“**IQ**”), namely:

- (a) conventional hypothec charging all present and future movable property in the amount of \$4,200,000.00, registered under number 12-0980137-001;
 - (b) conventional hypothec charging all present and future movable property in the amount of \$576,000.00, registered under number 11-0347489-002;
 - (c) conventional hypothec charging all present and future claims and tax credits in the amount of \$432,000.00, registered under number 11-0347489-001;
 - (d) conventional hypothec charging all present and future movable property in the amount of \$3,600,000.00, registered under number 10-0747463-001;
 - (e) conventional hypothec charging all present and future claims and tax credits in the amount of \$685,000.00, registered under number 10-0680161-0002;
 - (f) conventional hypothec charging all present and future movable property in the amount of \$1,560,000.00, registered under number 10-0680161-0001;
 - (g) General Security Agreement registered in the provinces of Ontario, Nova Scotia and Alberta.
11. Pursuant to intercreditor agreements, IQ has granted priority and confirmed that the WF Security ranks ahead of the IQ Security in respect of all assets of the Debtor other than certain specified FF&E and research and development tax credits.

Roynat

12. The Debtor has granted the following security (the “**Roynat Security**”) in favour of Roynat Capital Inc. (“**Roynat**”), namely:
- (a) conventional hypothec charging all present and future movable property in the amount of \$3,180,000.00, registered under number 12-0050809-0001;
 - (b) General Security Agreement registered in the provinces of Ontario and Alberta.
13. Pursuant to intercreditor agreements, Roynat has granted priority and confirmed that the WF Security ranks ahead of the Roynat Security in respect of all assets of the Debtor other than certain FF&E financed by Roynat.

4379225 Canada Inc.

14. The Debtor has granted the following security (the “**437 Security**”) in favour of 4379225 Canada Inc. (“**437**”), namely:
- (a) conventional hypothec charging all present and future movable property in the amount of \$30,000,000.00, registered under number 07-0363749-0002;
 - (b) General Security Agreement registered in the provinces of Ontario, Nova Scotia and Alberta.

15. Pursuant to an intercreditor agreement, 437 has granted priority and confirmed that the WF Security ranks ahead of the 437 Security in respect of all assets of the Debtor.

III. Solicitation Process

16. As part of its efforts to restructure under the CCAA, the Debtor, with the cooperation of Richter, then acting as Monitor, set up a virtual data room on March 4, 2013 containing all information pertaining to the Debtor's assets (the "**Data Room**").
17. The Debtor and the Monitor identified 51 potential strategic investors, purchasers or other interested parties and delivered non-disclosure agreements to each of these parties.
18. Forty-three (43) of these interested parties signed non-disclosure agreements and were provided with access to the Data Room commencing on March 4, 2013.
19. According to Richter's records, 34 of the interested parties ultimately visited the Data Room.
20. Several of the interested parties also visited the Head Office and Distribution Centre.
21. On March 20, 2013, Richter (then acting as trustee to the Debtor's bankruptcy), delivered a "Request for Proposals" to all of the interested parties (the "**RFP**"), a copy of which is produced herewith as **Exhibit P-5**, for the acquisition of the Debtor's (i) retail operations, (ii) wholesale operations, (iii) intellectual property, and (iv) order book.
22. In accordance with the Receivership Order, after March 21, 2012, the solicitation process was handled by Richter in its capacity as Receiver.
23. As the interested parties had been provided with access to the Data Room since March 4, 2013 and because of the significant expense related to the continuation of the Debtor's operations, the deadline to submit bids under the RFP was 2:00 pm on March 24, 2013 (the "**Offer Deadline**").
24. Given Wells Fargo's status as the Debtor's principal secured creditor, the RFP indicated that all offers were subject to the approval of Wells Fargo.

IV. Analysis of Offers

25. By the Offer Deadline, offers were submitted from twelve (12) separate entities.
26. After analysis of the offers, the Receiver determined that the highest offer and the only offer to encompass substantially all of the Debtor's assets was submitted by a joint venture consisting of GBRP, Inc. and Merchant Trading Services, ULC (collectively, the "**Agent**").
27. GBRP, Inc. is part of the Gordon Brothers Group and Merchant Trading Services, ULC is part of the Hilco Group. Gordon Brothers and Hilco are two of North America's largest and most experienced inventory appraisers/liquidators, with particular expertise in the retail sale of inventory in situations of financial distress.

28. Following the analysis of the offers, negotiations took place between representatives of the Receiver and Wells Fargo, on the one hand, and the Agent, on the other hand.
29. One result of these negotiations was the removal of the Intellectual Property from the proposed transaction with the Agent. The Intellectual Property was thereafter the object of a separate and distinct request for proposals, the results of which are currently being reviewed by the Receiver and Wells Fargo.
30. After further negotiations and discussions, an "Agency and Sale Agreement" dated April 2, 2013 (the "**Agreement**") was executed or shall shortly be executed by the parties subject to approval from this Honourable Court. A copy of the Agreement will be produced at the hearing of the present Motion under seal as **Exhibit P-6**.

V. The Proposed Transaction

31. The main features of the transaction set forth in the Agreement (the "**Transaction**"), include the following:
 - (a) the Agent will act as the Receiver's agent in conducting the sale of the Inventory and the FF&E located in the Stores, the Distribution Centre and the Head Office (the "**Sale**");
 - (b) the Agent will acquire all of the Debtor's right, title and interest in and to a portion of the Receivables;
 - (c) in consideration, the Agent will pay a minimum guarantee amount for the Inventory, Receivables and FF&E subject to adjustment as set forth in the Agreement (the "**Guaranteed Amount**");
 - (d) the Agent will advance 80% of the Guaranteed Amount to the Receiver on the first business day immediately following judgment of this Honourable Court approving the Agreement (the "**Initial Payment**");
 - (e) the difference between the Guaranteed Amount and the Initial Payment will be paid upon the completion of an inventory reconciliation, which amount will be secured by a letter of credit (the "**LC**"), issued in favour of the Receiver;
 - (f) during the Sale, the Agent, as the Receiver's agent, will assume substantially all of the Receiver's expenses related to the operation of the Stores and the Distribution Centre, including payment of salaries, insurance and all other occupancy costs, as set forth on the Agreement;
 - (g) the Agent will also contribute to certain occupancy and operation costs related to the Head Office;

- (h) the Agreement also provides for the payment to the Receiver of the following additional amounts, subject to the terms and conditions set forth in the Agreement:
 - i. 90% of the net receipts of collections of the purchased Receivables greater than 62% of the book value of such purchased Receivables as set forth in the Agreement;
 - ii. 50% of the net proceeds (i.e. after agreed upon expenses) of the sale of FF&E above a certain threshold set forth in the Agreement;
 - iii. 80% of gross proceeds from the sale of “Excluded Defective Merchandise” and “Samples” (as defined in the Agreement); and
 - iv. 5% of the gross sales of any “Supplemental Merchandise” (as defined in the Agreement) sold in the Stores during the Sale period.
32. The Receiver is of the view that the Transaction should be approved by this Honourable Court for the following reasons:
- (a) the Agreement was obtained following a formal solicitation process supervised by Richter in which a substantial proportion of the identified interested parties participated;
 - (b) the consideration to be paid by the Agent is significantly higher than any other offer submitted under the RFP;
 - (c) the Transaction will relieve the Receiver of the responsibility to pay on-going operation costs, including occupancy costs for the Stores and the Distribution Centre;
 - (d) the Transaction will provide temporary employment for many of the Debtor’s employees;
 - (e) the Debtor’s principal secured creditor, Wells Fargo, has consented the Transaction.
33. Moreover, the Transaction is further beneficial to the realization of the Debtor’s assets in that the Agent has agreed to exclude the Intellectual Property from the Transaction which has allowed the Receiver to seek better offers through a subsequent request for proposals.
34. Given all of the foregoing, there is no prejudice to the Debtor’s creditors if the Agreement and the Transaction are approved by this Honourable Court. On the contrary, because of (i) the Debtor’s significant operating costs, (ii) the seasonal nature of the Inventory and (iii) the unlikelihood that a better offer could be obtained in any reasonable period of time, the failure to approve the Transaction will have a material negative effect on the realization of the Debtor’s assets.

35. In particular, Wells Fargo has been and continues to support the costs necessary to maintain the Debtor's operations, pending closing of the Transaction. Approval of the Transaction is essential for Wells Fargo to maximize realization and mitigate its loss.
36. Moreover, there is no prejudice to any of the Debtor's other secured creditors, as the security in their favour will subsist over the amounts received by the Receiver from the Agent.

VI. Urgency

37. It respectfully submitted that the Agreement and the Transaction represent the best possible solution in the circumstances, the whole in a process that will maximize realization in an orderly fashion.
38. As discussed above, due to the Debtor's bankruptcy, the seasonal nature of the Inventory and the significant costs to maintain the Debtor's operations, it is urgent that the Sale commence as soon as possible.
39. In addition, it is an essential condition of the Agreement that same be approved by this Honourable Court no later than April 5, 2013.
40. Given all of the foregoing, the Receiver hereby seeks that this Honourable Court authorize the Receiver to enter into the Agreement and order that the sale of the assets pursuant to the Agreement be made free and clear of any security, hypothec, charge or right (other than the Agent's Charge), subject to the right of any secured creditor to be ranked according to its rights on the amounts payable to the Receiver under the Agreement.
41. The Agreement contains the intervention of the Trustee in order to ensure that the Receiver and the Agent (as the Receiver's agent) can occupy the Head Office, the Distribution Centre and the Stores for the purposes of the Sale. Accordingly, the Trustee hereby seeks that this Honourable Court authorize the Trustee's intervention into the Agreement in order to conserve the value of the Inventory and maximize the realization thereof.
42. Due to the urgency herein, it is in the interest of justice that the delays to serve and present the present Motion be shortened and that this Honourable Court order provisional execution of the judgment to be rendered herein notwithstanding appeal.
43. The present Motion is well founded in fact and in law.

WHEREFORE, PETITIONER PRAYS FOR JUDGMENT OF THIS HONOURABLE COURT:

- [1] **GRANTING** the present Motion;

- [2] **SHORTENING** the delays of service and presentation of the present Motion;
- [3] **DECLARING** that the service of the present Motion constitutes good and sufficient service on all persons and further **DECLARING** that the Receiver is relieved of any other requirements for service of the Motion;
- [4] **APPROVING, AUTHORIZING and RATIFYING** the execution by Richter Advisory Group Inc., (the “**Receiver**”) in its capacity as receiver in respect of the property and assets of Effigi Inc. (the “**Debtor**”) of the “Agency and Sale Agreement” (Exhibit P-6) (the “**Agreement**”) with GBRP, Inc. and Merchant Trading Services, ULC (collectively, the “**Agent**”) and **AUTHORIZING** the Receiver to perform the transactions contemplated by the Agreement (collectively, the “**Transaction**”), including, without limiting the generality of the foregoing:
- a) **AUTHORIZING** the Receiver to engage the Agent to act as the Receiver’s agent in order to conduct the sale (the “**Sale**”) of (i) the Debtor’s inventory located in its nine (9) operating retail locations (the “**Stores**”) and its distribution centre located at 5555 de Rossignols, Laval, Quebec (the “**Distribution Centre**”) (the “**Inventory**”) and (ii) the Debtor’s furniture, fixtures and equipment (the “**FF&E**”) located in the Stores, the Distribution Centre and the head office located at 1155 Chomedey, Laval, Quebec (the “**Head Office**”), all as more fully described and in conformity with the provisions of the Agreement;
 - b) **AUTHORIZING** the Receiver to sell and assign, to and in favour of the Agent, all of the Debtor’s right, title and interest in and to the portion of the Debtor’s outstanding and uncollected accounts receivable, as at the close of business on April 2, 2013 (the “**Assigned Receivables**”), excluding accounts receivable owing from “L’Aubainerie” and “Bargain Shop” all as more fully described and in conformity with the provisions of the Agreement;
 - c) **AUTHORIZING** the Receiver perform all other acts and execute any further documentation necessary or useful in order to complete the Transaction contemplated by the Agreement and the judgment to be rendered herein;
- [5] **AUTHORIZING** Richter Advisory Group Inc., in its capacity as Trustee to the Debtor’s bankruptcy (the “**Trustee**”) to intervene into the Agreement and perform its obligations as therein set forth and **RATIFYING** such intervention;
- [6] **AUTHORIZING** the Trustee (on the Receiver’s behalf), the Receiver and the Agent, subject to compliance with the “Approval Order” as defined in the Agreement, any further order of this Honourable Court and all applicable laws, and subject to the payment of the rent, to use and/or occupy the Debtor’s Stores and Distribution Centre locations (the “**Locations**”) and all Location services, furniture, fixtures, equipment and other assets of the Debtor for the purpose of conducting the “Sale” (as defined in the Agreement) (the “**Sale**”), and to advertise such Sale, as contemplated in the Agreement, free of any interference and interruption from any entity or person subject to compliance with the Agreement and the judgment to be rendered herein. Without limiting the generality of the foregoing, all suppliers, utilities, landlords, creditors and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of

the Sale and shall not institute any action in any court (other than as provided for in the judgment to be rendered herein) or before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct of the Sale;

- [7] **ORDERING** the First Installment (as defined in the Agreement) to be paid to the Receiver and the Second Installment Guaranty LC (as defined in the Agreement) to be issued and delivered to the Receiver, all in accordance with the Agreement;
- [8] **AUTHORIZING** the Receiver, upon its receipt of the "First Installment" and "Second Installment" to pay and remit same to the Debtor's senior secured creditor, Wells Fargo Capital Finance Corporation Canada;
- [9] **ORDERING** that, upon payment of such "First Installment" and the issuance of such "Second Installment Guaranty LC", (i) the assignment and sale of the Assigned Receivables to the Agent and (ii) the Inventory and the FF&E shall be free and clear of all rights, titles, interests, prior claims, hypothecs, security interests, leases, charges, pledges, hypothecations, mortgages, trusts, deemed trusts, right of first refusal or other pre-emptive rights, restrictions on transfer of title, levies, priorities, liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims or encumbrances, whether contractual, statutory or otherwise, by operation of law or equity or otherwise, whether or not they have been attached or been perfected, published, registered or filed and whether secured, unsecured or otherwise, including, without limitation, all hypothecs, charges, security interests or claims evidenced by registrations at the *Register of Personal and Movable Real Rights* and any other personal property registry systems (collectively, the "**Encumbrances**"), other than the Agent's Charge (as defined herein), subject to the right of any secured creditor to be paid out any and all amounts paid by the Agent to the Receiver under the Agreement, (collectively, the "**Proceeds**"), in accordance with its rank;
- [10] **ORDERING** that for the purposes of determining the nature and priority of the Encumbrances, the Proceeds shall stand in the place and stead of the Assigned Receivables, Inventory and FF&E, as the case may be, and all Encumbrances shall attach to the Proceeds with the same priority as they had immediately prior to the Transaction;
- [11] **DECLARING** that the Inventory and the FF&E are hereby charged with a first ranking hypothec in the amount of CDN\$12,000,000 and a first ranking priority charge and security interest in favour of the Agent in order to secure all of the Receiver's obligations under the Agreement (the "**Agent's Charge**"), and **DECLARING** that the Agent's Charge is automatically perfected, published and rendered opposable against third parties without the necessity of the filing or registration of financing statements, applications for registration or any other documents;
- [12] **ORDERING** that notwithstanding :
- a) the pendency of these proceedings;
 - b) the pendency of any other proceedings pursuant to the *Bankruptcy and Insolvency Act*; and

c) the provisions of any federal or provincial statute or law,

the Agreement, Transaction and the Agent's Charge shall be binding on and opposable against the Trustee and any other trustee in bankruptcy appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), section 1631 and ss. of the *Civil Code of Quebec* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

- [13] **DECLARING** that the order sought constitutes the only authorization required by the parties to proceed with the Agreement and, for greater certainty, **DECLARING** that the parties to the Agreement are exempted from requiring or obtaining any authorization that may have been required from any person or authority whatsoever;
- [14] **ORDERING** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose to the Agent all human resources and payroll information in the Debtor's records pertaining to the Debtor's employees. The Agent shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner consistent with its obligations under the Agreement;
- [15] **DECLARING** nothing in the order sought or the Agreement shall deem the Agent or the Receiver to be an employer, or joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health or safety or any other statute, regulation, rule of law or equity for any purpose whatsoever, and, further, that the Agent and the Receiver shall not be deemed to be an owner or in possession, care, control or management of the Debtor's property whether pursuant to any legislation enacted for the protection of the environment, the regulations thereunder or any other statute, regulation or rule of law or equity under any federal, provincial or other jurisdiction for any purpose whatsoever;
- [16] **ORDERING** that the Agent shall be an unaffected creditor in these proceedings and shall not be affected by any stay of proceedings granted by this or any other Court, and the Agent shall, subject to the terms of the Agreement, be entitled to exercise its remedies under the Agreement and all security granted under the order sought notwithstanding the pendency of these proceedings;
- [17] **DECLARING** that the judgment to be rendered herein and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [18] **DECLARING** that Receiver or 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 judgment to be rendered herein and any subsequent orders of the Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which 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 Receiver as may be deemed necessary or appropriate for that purpose;

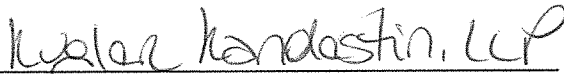
[19] **REQUESTING** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court, tribunal, regulatory or administrative body and any federal or state court, tribunal, regulatory or administrative body in the United States of America and any court, tribunal, regulatory or administrative body elsewhere, to act in aid of and to be complementary to the Court in carrying out the terms of the judgment to be rendered herein;

[20] **ORDERING** the sealing of Exhibit P-6;

[21] **ORDERING** the provisional execution of the judgment to be rendered herein, notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

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

Montreal, April 2, 2013


KUGLER KANDESTIN, L.L.P.
Attorneys for the Petitioners

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)

N^o: 500-11-044334-130

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(“Petitioners”)

AFFIDAVIT

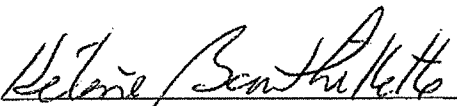
I the undersigned, Andrew Adessky, exercising my profession at 1981 McGill College, Montréal, Province of Québec, H3A 0G6, solemnly declare the following:

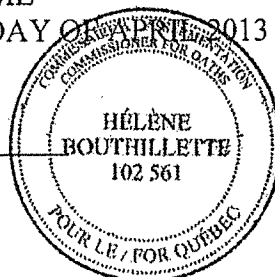
1. I am a Vice-President and a duly authorized representative of Richter Advisory Group Inc.;
2. I have taken cognizance of the attached Motion for Authorization to Sell Certain Assets of the Debtor, Enter Into Agency Agreement and Other Related Orders;
3. All of the facts alleged in the said Motion are true.

AND I HAVE SIGNED


ANDREW ADESSKY

SOLEMNLY DECLARED BEFORE ME
IN MONTRÉAL ON THE 2nd DAY OF APRIL 2013


Commissioner for Oaths for Quebec



CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
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RICHTER ADVISORY GROUP INC., in its
capacity as Trustee to the bankruptcy of Effigi Inc.

(“Petitioners”)

NOTICE OF PRESENTATION

TO : **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**
c/o Me Nicolas Beaudin
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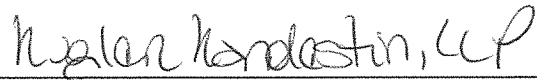
TO : **INVESTISSEMENT QUÉBEC**
413 Saint-Jacques Street
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Montréal QC H2Y 1N9
Attention: Richard Belley
E-mail: richard.belley@invest-quebec.com

- TO : **ROYNAT CAPITAL INC.**
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E-Mail: jdodds@ranchogroup.com
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Attention: Jorge Molina
E-Mail: jmolina@riocan.com
- TO: **3824501 CANADA INC.**
630 Sherbrooke Street West
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Attention: Aaron Drazin
E-Mail: adrazin@crestrealities.com
- TO: **DUNDEE INDUSTRIAL LIMITED PARTNERSHIP**
c/o DUNDEE REALTY MANAGEMENT CORP.
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Attention: Joe Armenio
E-Mail: jarmenio@dundeerealty.com

TAKE NOTICE that the *Motion for Authorization to Sell Certain Assets of the Debtor, Enter Into Agency Agreement and Other Related Orders* will be presented for hearing in the Superior Court, commercial division, in room 16.12 of the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, on April 4, 2013, at 2:30 p.m. or so soon thereafter as counsel may be heard.

MONTRÉAL, April 2, 2013



KUGLER KANDESTIN, L.L.P.

Attorneys for the Petitioners

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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

N^o: 500-11-044334-130

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

(“Debtor”)

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Receiver in respect of Effigi Inc.

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Trustee to the bankruptcy of Effigi Inc.

(“Petitioners”)

LIST OF EXHIBITS

- EXHIBIT P-1:** Initial Order dated March 1, 2013;
- EXHIBIT P-2:** Certificate of Appointment dated March 20, 2013;
- EXHIBIT P-3:** Judgment appointing the Receiver dated March 21, 2013;
- EXHIBIT P-4:** Search reports;
- EXHIBIT P-5:** Request for Proposals;
- EXHIBIT P-6:** Agency and Sale Agreement dated April 2, 2013.
(under seal)

MONTRÉAL, April 2, 2013


KUGLER KANDESTIN, L.L.P.
Attorneys for the Petitioners

No. 500-11-044334-130

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

Debtors

And

**RICHTER ADVISORY GROUP INC., in its capacity
as Receiver in respect of Effigi Inc.**

And

**RICHTER ADVISORY GROUP INC., in its capacity
as Trustee to the bankruptcy of Effigi Inc.**

Petitioners

Our file no. 5430-001

***MOTION FOR AUTHORIZATION TO SELL CERTAIN
ASSETS OF THE DEBTOR, ENTER INTO AGENCY
AGREEMENT AND OTHER RELATED ORDERS***
(Section 243 of the Bankruptcy and Insolvency Act)

ORIGINAL

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