

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)

No. 500-

IN THE MATTER OF THE RECEIVERSHIP OF:

MULTINA INC., a legal person having its principal place of business at 1275 Janelle street, in the City of Drummondville, Province of Québec, J2C 3E4

Debtor /Respondent

-and-

ROYAL BANK OF CANADA, a chartered bank having a place of business at 1 Place Ville-Marie, 9th Floor, West Tower, in the City of Montréal, Province of Québec H3C 3A9

-and-

ROYNAT INC., a legal person having a place of business at 1002 Sherbrooke Street West, Suite 1105, in the City of Montréal, Province of Québec, H3A 3L6

Petitioners

-and-

RSM RICHTER INC., a legal person having a place of business at 2 Place Alexis-Nihon, Suite 1800, in the City of Montréal, Province of Québec, H3Z 3C2

Receiver

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

-and-

THE REGISTRAR OF THE LAND REGISTRY, DIVISION OF BEAUCE

Mis-en-cause

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**MOTION SEEKING THE APPOINTMENT OF A RECEIVER, THE
AUTHORIZATION TO SELL PROPERTY OF THE DEBTOR AND
A VESTING ORDER**
(Section 243 of the *Bankruptcy and Insolvency Act* (“*BLA*”))

THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING :

I. INTRODUCTION

1. By this *Motion Seeking the Appointment of a Receiver, the Authorization to Sell Property of the Debtor and a Vesting Order* (the “**Motion**”), the Petitioners, Royal Bank of Canada and Roynat Inc. (collectively the “**Petitioners**”) are respectfully asking this Court, *inter alia*, to (i) appoint RSM Richter Inc. (the “**Proposed Receiver**”), through its representative, Mr. Yves Vincent, FCA, to act as receiver to the assets of Multina Inc. (the “**Debtor**”), (ii) approve the sale of the Debtor’s assets more fully detailed below and (iii) render the Vesting Order sought herein.

II. FACTUAL BACKGROUND THE DEBTOR

2. The Debtor is a privately-held specialized manufacturer primarily serving customers in the transportation industry with roots tracing back to 1963.
3. The Debtor focuses on seating for railway cars, public transit and recreational vehicles.
4. The Debtor also provides structural elements for buses as well as the frames in the transport, aerospace and medical sectors.
5. The services offered by the Debtor range from simple assembly of pre-designed and pre-manufactured parts, to an integrated design, production and assembly.
6. The Debtor serves numerous multinational organizations. It also used to employ over 600 people (more than 500 in Québec) and has a total of five production plants in North America (including through its subsidiaries), namely:
 - (i) a 121,000 square feet facility located in the city of Drummondville which serves as the headquarters of the Debtor’s operations where the top management is based;
 - (ii) a 102,000 square feet facility located in the city of Saint-Nicéphore;
 - (iii) a 91,000 square feet facility located in the city of Sainte-Clotilde (the “**Ste-Clotilde Facility**”);
 - (iv) a 75,000 square feet facility located in the city of Plattsburgh in upstate New York; and

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- (v) a 30,000 square feet facility located in the city of Tultitlan, a municipality that is part of the Greater Mexico City urban area.

III. THE RELATIONSHIP BETWEEN THE DEBTORS AND THE PETITIONERS

(i) Royal Bank of Canada

7. Petitioner Royal Bank of Canada (“RBC”) is a Canadian chartered bank duly constituted and having a branch at 1 Place Ville-Marie, 9th Floor, West, in the City of Montréal, Province of Québec, H3C 3A9.
8. In the normal course of business, RBC had business dealings with the Debtor. RBC is the principal banker of the Debtor and is the first ranking secured creditor on the receivables and the inventory of the Debtor.
9. The indebtedness of the Debtor towards RBC is secured by various hypothecs, the whole as appears from a copy of said hypothecs communicated herewith *en liasse* as **Exhibit R-1**.
10. On July 16, 2010, RBC served upon the Debtor its Notice of Intention to Enforce a Security pursuant to Section 244 *BIA*, the whole as appears from a copy of said notice communicated herewith as **Exhibit R-2**.
11. At that time, the indebtedness of the Debtor towards RBC was of at least CDN\$8,342,241.78 and USD\$ 5,504,722.00
12. On the same day, the Debtor acknowledged that it could not pay the amounts due, waived any delay of repayment and consented to the immediate enforcement by RBC of its securities, the whole as appears from Exhibit R-2.

(ii) Roynat

13. Petitioner Roynat Inc. (“Roynat”) is an institutional lender having a place of business at 1002 Sherbrooke Street West, Suite 1105, in the City of Montréal, Province of Québec, H3A 3L6.
14. In the normal course of business, Roynat had business dealings with the Debtor. Roynat is the second most significant lender of the Debtor and is the first ranking secured creditor on the equipment of the Debtor and the second ranking secured creditors on the receivables and the inventory.
15. The indebtedness of the Debtor towards Roynat is secured by various hypothecs, the whole as appears from a copy of said hypothecs communicated herewith *en liasse* as **Exhibit R-3**.
16. Roynat is also the first ranking secured creditor on the Ste-Clotilde Facility and an immovable property located at 4460, route 112 at Sacré-Coeur-de-Jésus (the “**Sacré-Coeur Immovable**”), the whole as appears from a copy of the immovable hypothec communicated herewith as **Exhibit R-4**.

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17. On July 19, 2010, Roynat served upon the Debtor its Notice of Intention to Enforce a Security pursuant to Section 244 *BIA*, the whole as appears from a copy of said notice communicated herewith as **Exhibit R-5**.
18. At that time, the indebtedness of the Debtor towards Roynat was of at least CDN\$7,125,400.00.
19. The Debtor acknowledged that it could not pay the amounts due to Roynat, waived any delay of repayment and consented to the immediate enforcement by Roynat of its securities.

IV. THE DEBTOR RESTRUCTURING EFFORTS & THE SALE PROCESS

20. In 2007 and 2008, the Debtor suffered important financial losses.
21. In the fall of 2008, the Debtor began the restructuring of its operations and finances based on the following guiding principles:
 - (i) ceasing the production of contracts for integration of railway car interiors;
 - (ii) implementation of continuous improvement projects;
 - (iii) material cost reduction initiatives;
 - (iv) productivity improvement measures; and
 - (v) focus on profitability.
22. In April 2009, employees of the Canadian plants accepted a one-year 10% reduction in salary. This reduction was eliminated on March 29, 2010.
23. Despite the above-mentioned restructuring efforts, in March 2010, the Debtor embarked on a divestiture process and engaged PricewaterhouseCoopers Corporate Finance Inc. ("PWC") as its exclusive financial advisor to initiate and execute a formal process to seek potential financial or strategic purchasers.
24. In April 2010, PWC communicated with over sixty (60) strategic investors having industry involvement and/or knowledge, by sending a document describing the investment opportunity. PWC also communicated with over fifteen (15) financial investors.
25. PWC then established a data room and a number of parties (approximately 18) signed confidentiality agreements with a view to obtaining access to the information therein.
26. The timeline established by the Debtor and PWC was to receive letters of interest by May 14, 2010.
27. By May 14, 2010, PWC received five (5) letters of interest for the assets of the Debtor.

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28. So as to allow the interested parties to make offers which would be acceptable to the Debtor and its secured lenders, PWC extended the delay to make offers to June 4, 2010 and provided the interested parties with the conditions under which the Debtor would be ready to consider offers.
29. On June 4, 2010, PWC received three (3) offers.
30. Since then, the Debtor, with the help of PWC and its legal counsel, tried to improve the offers.

V. AUTHORIZATION TO SELL THE ASSETS

31. On July 15, 2010, the Debtor accepted from Dimension Composite Inc. ("**Dimension**") an offer to purchase certain assets (the "**Offer**"). The parties do not wish to have the content of the transaction publicized before closing and, accordingly, a copy of the Dimension Offer will be communicated at the hearing herein under seal as **Exhibit R-6** subject to the Court's permission and appropriate order.
32. In the Offer, Dimension seeks to acquire, *inter alia*, the following assets:
 - (i) all of the inventory located at the Ste-Clotilde Facility;
 - (ii) the Ste-Clotilde Facility and the Sacré-Coeur Immovable (together the "**Immovable**");
 - (iii) all of the equipment located at the Ste-Clotilde Facility; and
 - (iv) all of the incorporeal assets related to the Ste-Clotilde Facility;the whole as is more fully described in the Offer. All of the assets that Dimension seeks to purchase through the Offer will be defined hereinafter as the "**Purchased Assets**".
33. Dimension completed its due diligence on July 16, 2010.
34. The Offer provides that the closing of the transaction contemplated shall be no later than August 6, 2010 (the "**Transaction**").
35. The Transaction is conditional upon, *inter alia*, the issuance of an order by this Court (i) vesting all of the Debtor's right, title and interest in and to the Purchased Assets free and clear of any security, charge or other restriction, and (ii) approving the Transaction.
36. Time is of the essence to complete the Transaction so as to maximize the value of the Purchased Assets.
37. Given the foregoing, the Petitioners seek the provisional execution notwithstanding appeal of the order sought herein.
38. Considering the urgency of the situation, the Petitioners respectfully submit that the notices given for this Motion are proper and sufficient.

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39. The Transaction is the best transaction that could possibly be obtained for the Purchased Assets in the present circumstances at this time. Indeed, there is a greater value in the Transaction than through a liquidation or auction process.
40. The exercise by RBC or Roynat of their hypothecary rights over the Purchased Assets pursuant to the *Civil Code of Québec* would not provide for a better result.
41. The Transaction was the culmination of months of effort by the Debtor through PWC acting as consultant where over 75 potential financial or strategic purchasers were canvassed in a professional process (the "Sale Process").
42. There remains a balance of indebtedness due by the Debtor to RBC and Roynat far exceeding the sale price of the Purchased Assets.
43. Following completion of the Sale Process, and after consultation with RBC and Roynat, it is now clear that the Transaction represents the highest purchase price that could possibly be obtained for the Purchased Assets and hence the Transaction is in the best interest of the Debtor's stakeholders.
44. The Debtor consents to the Transaction and agrees that the Transaction represents the highest purchase price that could possibly be obtained for the Purchased Assets.
45. Given the foregoing, it is appropriate and indicated that the Proposed Receiver be appointed Receiver and be authorized to, amongst other:
 - a) accept and consent to, as receiver to the assets of the Debtor, an asset purchase agreement between the Proposed Receiver and Dimension in accordance with the terms and conditions of the Offer (the "APA");
 - b) accept and consent to, as receiver to the assets of the Debtor, a notarial deed of sale by and between the Proposed Receiver, as seller, and Dimension for the sale of Immovable (the "Deed of Sale");
 - c) perform all acts, sign all documents, including the APA and the Deed of Sale and any other related or ancillary documents (including but not limited to a receipt and acquittance for the purchase price when paid), and take any necessary actions to execute any disposition, transaction or engagement stipulated in the APA, the Deed of Sale or any related document, and further execute any agreement, contract, deed or any other document ancillary or related to the APA or the Deed of Sale, which could be required or useful to give full and complete effect thereto; and
 - d) complete the Transaction, as receiver to the assets of the Debtor, and to deliver the Purchased Assets free and clear of any security, charge or other restriction.
46. The present motion is well-founded both in fact and in law.

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FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

- [1] **GRANT** the present *Motion Seeking the Appointment of a Receiver, the Authorization to Sell Property of the Debtor and a Vesting Order* (the "**Motion**");
- [2] **DECLARE** sufficient the service and notice of the Motion and extend the delays of service as required;
- [3] **PERMIT** service of the judgment to be rendered on the Motion at any time and place and by any means whatsoever;
- [4] **DECLARE** that all capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion;
- [5] **APPOINT** RSM Richter Inc., through its representative, Yves Vincent, to act as receiver (the "**Receiver**") to all the assets (the "**Assets**"), subject to paragraph 18 below, of Multina Inc. (the "**Debtor**"), pursuant to Section 243 of the *Bankruptcy and Insolvency Act* (the "**BLA**");
- [6] **GRANT** to the Receiver the following powers as Receiver to the Assets of the Debtor:
 - (a) accept and consent to an asset purchase agreement (the "**APA**") by and between the Receiver, as seller, and Dimension Composite Inc. (the "**Purchaser**"), as purchaser, in accordance with the terms and conditions of the offer to purchase communicated in support of the Motion as Exhibit R-6 (the "**Offer**"), subject to any modifications agreed to between the parties which do not substantially affect the value of the transaction contemplated by the Offer (the "**Transaction**");
 - (b) accept and consent to a notarial deed of sale (the "**Deed of Sale**") by and between the Receiver, as seller, and the Purchaser for the sale of the Immovable as such term is defined in the Motion;
 - (c) perform all acts, sign all documents, including the APA, the Deed of Sale and any other related or ancillary documents (including but not limited to a receipt and acquittance for the purchase price when paid), and take any necessary dispositions to execute any dispositions, transactions or engagements stipulated in the Offer or any related documents, and further execute any agreements, contract, deed or any other document ancillary or related to the Offer, the APA or the Deed of Sale, which could be required or useful to give full and complete effect thereto;
 - (d) complete the Transaction and to deliver the assets sold pursuant to the Transaction and more fully detailed in the Offer (Exhibit R-6) (the "**Purchased Assets**") to the Purchaser free and clear of any security, charge or other restriction;

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- (e) collect the proceeds of the Transaction and distribute said proceeds to the secured creditors in accordance with their securities and the agreements between them.
- [7] **APPROVE** and **AUTHORIZE** the sale by the Receiver to the Purchaser of the Purchased Assets, pursuant to and in accordance with the terms and conditions of the Offer;
- [8] **DECLARE** that the Transaction is valid, opposable and enforceable;
- [9] **AUTHORIZE** and **ORDER** the sale of the Purchased Assets to the Purchaser on the terms and conditions of the Offer, or as the parties may agree to, including the consummation of all transactions contemplated by the Offer and each of its terms and conditions;
- [10] **ORDER** and **DECLARE** that upon closing of the Transaction, the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all rights, interests, prior claims, hypothecs, security interests, trusts, deemed trusts (whether contractual, statutory or otherwise), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgage, liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, obligations, liabilities (direct, indirect, absolute or contingent), or other claims or encumbrances, whether or not they have been attached or been perfected, registered or filed and whether secured, unsecured or otherwise (all of which are collectively referred to as the "Encumbrances") including without limiting the generality of the foregoing, all rights, charges, security interests or claims evidenced by registrations of any province in Canada and the Civil Code of Québec. The Encumbrances shall not include however the immovable hypothec registered under number 17 396 986 at the Land Registrar of the Land Registry for the Registration Division of Beauce;
- [11] **ORDER** that the Encumbrances be transferred to and conveyed upon, and thus charge, the proceeds from the sale of the Purchased Assets subject to all defects, attributes and considerations affecting and/or relating to the Encumbrances in existence prior to the said transfer;
- [12] **DECLARE** that the sale and assignment of the Assets shall have the same effect as a sale by judicial authority as per the provisions of the *Civil Code of Quebec*;
- [13] **ORDER** that all of the Encumbrances affecting or relating only to the Purchased Assets be reduced as against the Purchased Assets, subject to the following paragraphs hereof;
- [14] **ORDER** the Land Registrar of the Land Registry for the Registration Division of Beauce, upon presentation of a certified copy of the judgment to intervene herein accompanied by the required application for registration and upon payment of the prescribed fees, to publish such judgment and (i) to proceed with an entry on the index of immovables showing the Purchaser as the absolute owner of the Immovable

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as defined in the Motion, and (ii) to proceed with the cancellation of any and all of the Encumbrances on the Immovable, which are immovable, save for the inscription bearing number 17 396 986;

[15] **ORDER** the Register of Personal and Movable Real Rights (the “**Movable Register**”), upon presentation of the required registration form with a true copy of the order to be rendered on the Motion to reduce the scope of the following hypothecs granted in favour of Royal Bank of Canada and Roynat Inc. and registered at the Movable Register under the following numbers: 03-0104167-0001, 03-0104167-0002, 03-0123472-0001, 03-0123472-0002, 04-010751-014, 04-0124210-0011, 05-0129161-0017, 05-0162491-0001, 05-0162494-0001, 06-0652689-0001, 08-0013562-0004, 08-0367642-0004, 08-0485064-0001 and 09-0206438-0001 by removing the Purchased Assets from said Encumbrances;

[16] **ORDER** that notwithstanding:

- (a) any proceedings under the *BIA*;
- (b) any petitions for a receiving order now or hereafter issued pursuant to the *BIA* and any received order issued pursuant to any such petitioner; or
- (c) the provisions of any federal or provincial statute;

the vesting of the Purchased Assets in the Purchaser, as well as the execution of all agreements pursuant to the order to be granted pursuant to the Motion, shall be binding on any successor in interest, including any trustee, monitor or receiver that may be appointed under any applicable federal or provincial legislation, and shall not be void or voidable nor deemed to be a settlement, transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *BIA* 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;

[17] **ORDER** that the Purchaser or the Receiver shall be authorized to take all such steps as may be necessary to effect the discharge of the Encumbrances as may be necessary;

[18] **AUTHORIZE** the Receiver, at the Receiver's discretion and upon the filing of a notice with this Court with a copy to the Debtor and the Petitioners, to take possession of all of the Assets other than the Purchased Assets and exercise upon them, as well as on the Debtor's business, complete control;

[19] **ORDER** and **DECLARE** that the Receiver is authorized to, but not forced to, (i) solicit offer for the Assets other than the Purchased Assets or (ii) undertake any sale process for the Assets other than the Purchased Assets;

[20] **ORDER** that, subject to further order of this Court which shall not be rendered without a five (5) day prior notice to the Receiver and the Petitioners, no proceedings nor any right, legal or contractual, can be exercised against the Assets;

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- [21] **ORDER** that the Offer filed as Exhibit R-6 be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court;
- [22] **DECLARE** that the Receiver shall not be considered to operate or continue the business of the Debtor, for any purposes whatsoever;
- [23] **DECLARE** that the Receiver, without limiting the generality of the foregoing, shall benefit from the protection of Section 14.06 *BIA*;
- [24] **ORDER** that the Receiver shall not, as a result of the order or anything done in pursuance of the Receiver's duties and powers under the order, be deemed to be in possession of any of the property of the Debtor within the meaning of any federal, provincial or other legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination and regulations;
- [25] **DECLARE** that the order shall have full force and effect in all of the provinces and territories of Canada and **REQUEST** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to the order and to assist the Receiver and its agents in carrying out the terms of the order to be rendered on the Motion. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to the order or to assist the Receiver and its agents in carrying out the terms of the Order to be rendered on the Motion;
- [26] **ORDER** the provisional execution of the judgment to be rendered on the Motion notwithstanding appeal;
- [27] **THE WHOLE** without costs.

MONTREAL, July 22, 2010

Davies Ward Phillips & Vineberg LLP
DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Royal Bank of Canada

La Roche Rouleau & Associés
LA ROCHE ROULEAU & ASSOCIÉS
Attorneys for Roynat Inc.

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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-and-

ROYAL BANK OF CANADA

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-and-

**THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS**

-and-

**THE REGISTRAR OF THE LAND REGISTRY,
DIVISION OF BEAUCE**

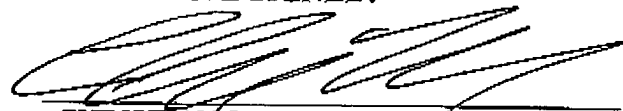
Mis-en-cause

ATTESTATION OF AUTHENTICITY

I, the undersigned, Christian Lachance, attorney, practising my profession with the law firm of Davies Ward Phillips & Vineberg LLP, having its principal place of business at 1501 McGill College Avenue, 26th Floor, in the City of Montréal, Province of Québec, solemnly affirm that:

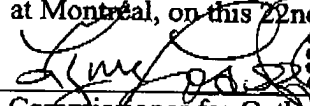
1. On July 22, 2010, at 3:45 p.m., Davies Ward Phillips & Vineberg LLP received by email an Affidavit signed by Gary Ivany dated July 22, 2010, a copy of such Affidavit is attached to this Attestation of Authenticity;
2. All the facts alleged herein are true.

AND I HAVE SIGNED:




CHRISTIAN LACHANCE

SOLEMNLY AFFIRMED BY ME,
 at Montréal, on this 22nd of July, 2010.



LYNE LEVASSEUR
 # 102,612

Commissioner for Oaths
 judicial districts of Québec



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DIVISION OF BEAUCE**

Mis-en-cause

AFFIDAVIT OF GARY IVANY

I, the undersigned, Gary Ivany, businessman, having my place of business at the offices of Royal Bank of Canada located at 20 King Street West, 9th Floor, in the City of Toronto, Ontario, solemnly declare that:

1. I am the Senior Manager of Petitioner Royal Bank of Canada herein;
2. I have read the attached *Motion Seeking the Appointment of a Receiver, the Authorization to Sell Property of the Debtor and a Vesting Order* (the "Motion");
3. All of the facts alleged in paragraphs 1, 7, 8, 9, 10, 11, 12, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 43, 44 and 45 of the Motion are true.

AND I HAVE SIGNED:

SOLEMNLY AFFIRMED BEFORE ME
in the City of Toronto, Ontario
on this 22nd day of July, 2010

GARY IVANY

Commissioner for Oaths

Mis: 1796924.5 Adam C. Hareov

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
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**THE REGISTRAR OF THE LAND REGISTRY,
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Mis-en-cause

ATTESTATION OF AUTHENTICITY

I, the undersigned, Christian Lachance, attorney, practising my profession with the law firm of Davies Ward Phillips & Vineberg LLP, having its principal place of business at 1501 McGill College Avenue, 26th Floor, in the City of Montréal, Province of Québec, solemnly affirm that:

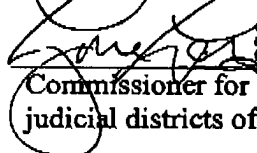
- 3. On July 22, 2010, at 2:05 p.m., Davies Ward Phillips & Vineberg LLP received by email an Affidavit signed by Frédéric Bouchard dated July 22, 2010, a copy of such Affidavit is attached to this Attestation of Authenticity;
- 4. All the facts alleged herein are true.

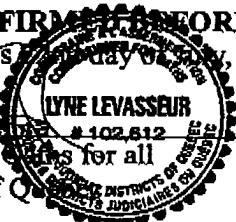
AND I HAVE SIGNED:



CHRISTIAN LACHANCE

SOLEMNLY AFFIRMED BEFORE ME,
at Montréal, on this 22 day of July, 2010.


Commissioner for all
judicial districts of Québec



JUL-22-2010 14:05 FROM:PWHC

5142055363

TO:DWPV Montreal Fax P.2/2

CANADA
PROVINCE OF QUÉBEC
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**THE REGISTRAR OF THE LAND REGISTRY,
DIVISION OF BEAUCE**

Mis-en-cause

AFFIDAVIT OF FRÉDÉRIC BOUCHARD

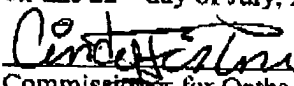
I, the undersigned, Frédéric Bouchard, businessman, having my place of business at the offices of PricewaterhouseCoopers located at 1250 René-Lévesque Boulevard West, Suite 2800, in the City of Montréal, Province of Québec, solemnly declare that:

1. I am the Managing Director of Pricewaterhouse Coopers Inc.;
2. I have read the attached *Motion Seeking the Appointment of a Receiver, the Authorization to Sell Property of the Debtor and a Vesting Order (the "Motion")*;
3. All of the facts alleged in paragraphs 2, 3, 4,5, 6, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 41, 43 and 44 of the Motion are true.

AND I HAVE SIGNED:


FRÉDÉRIC BOUCHARD

SOLEMNLY AFFIRMED BEFORE ME
in the City of Montréal, Province of Québec
on this 22nd day of July, 2010


Commissioner for Oaths
Cindy Fortin
162 824
JURASSERMENTAIRE
1796924

NOTICE OF PRESENTATION

TO: Me Jean Fontaine
STIKEMAN ELLIOTT LLP
1155 René-Lévesque Blvd. West
40th Floor
Montréal (Québec) H3B 3V2
Attorneys for Multina Inc.

TO: Mr. Yves Vincent
RSM RICHTER INC.
2 Place Alexis-Nihon
Suite 1800
Montréal (Québec) H3Z 3C2
Receiver

TAKE NOTICE the present *Motion Seeking the Appointment of a Receiver, the Authorization to Sell Property of the Debtor and a Vesting Order* will be presented for adjudication before a registrar sitting in the Commercial Division, in and for the judicial district of Montréal, at the Montréal Courthouse located at 1 Notre-Dame Street East, in the City of Montréal, Province of Québec, on July 23, 2010 at 11:00 a.m. or so soon thereafter as counsel can be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTRÉAL, July 22, 2010

Davies Ward Phillips & Vineberg LLP
DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Royal Bank of Canada

La Roche Rouleau & Associés
LA ROCHE ROULEAU & ASSOCIÉS
Attorneys for Roynat Inc.

No.
S U P E R I O R C O U R T
 (Commercial Division)
 District of Montréal

IN THE MATTER OF THE RECEIVERSHIP OF:

MULTINA INC.

Debtor/Respondent

and

ROYAL BANK OF CANADA

and

ROYNAT INC.

Petitioners

and

RSM RICHTER INC.

Receiver

**MOTION SEEKING THE APPOINTMENT OF A
 RECEIVER, THE AUTHORIZATION TO SELL
 PROPERTY OF THE DEBTOR AND A VESTING
 ORDER (Section 243 BIA), AFFIDAVITS, NOTICE
 OF PRESENTATION**

ORIGINAL

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