

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-11-047518-143
ESTATE NO.: 41-1919185

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF:
NOVEKO INTERNATIONAL INC.

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Trustee

-and-

4001451 CANADA INC., a legal person
having its registered office and place of
business at 507 Place d'Armes, 13th floor,
Montreal, Quebec, H2Y 2W8

Respondent

-and-

CUSHMAN & WAKEFIELD LTD., a legal
person having a place of business at 999
de Maisonneuve Blvd. W., suite 1500,
Montreal, Quebec, H3A 3L4

Respondent

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL
RIGHTS, 1 Notre-Dame Street East, 7th
floor, Montreal, Quebec, H2Y 1B6

Mis-en-Cause

MOTION FOR AUTHORIZATION TO SELL CERTAIN ASSETS OF THE DEBTOR,
DIRECTIONS AND OTHER RELATED ORDERS
(Section 65.13 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3)

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TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, OR TO ONE OF ITS REGISTRARS, THE DEBTOR/PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:

I. INTRODUCTION

1. On October 7, 2014, the Debtor, Noveko International Inc. (the "**Debtor**"), filed a Notice of Intention to Make a Proposal (the "**NOI**") under the relevant provisions of the *Bankruptcy and Insolvency Act*, Canada (the "**BIA**") naming Richter Advisory Group Inc. ("**Richter**" or the "**Trustee**") as trustee thereto, the whole as appears of record herein.
2. In addition to the NOI filing with Richter, Richter was mandated by the Debtor to conduct a solicitation process, the whole as is more fully described below.
3. By Judgments rendered by this Honourable Court on November 5, 2014, December 17, 2014, January 29, 2015 and February 26, 2015, the delay under the NOI for the Debtor to make its proposal was ultimately extended until April 6, 2015, the whole as appears of record herein.
4. The Debtor, in conjunction with its Canadian subsidiaries, Noveko Inc. ("**Noveko Inc.**"), Noveko Filtration Inc. ("**Filtration**"), its Hungarian subsidiary, Noveko Trading 2008 KFT ("**NT**"), its inoperative Taiwanese subsidiaries, Purer Life Technology Co., Ltd. ("**Purer Life**") and Noveko Taiwan Co., Ltd., its inoperative French subsidiary, S.A.S. ECM, and its inoperative Chinese subsidiary, Noveko Beijing Hi-Tech Development Limited (collectively the "**Subsidiaries**" and collectively with the Debtor, the "**Noveko Group**"), specializes in the air filtration industry by providing its clientele with innovative and eco-energetic filtration solutions, including the design, development, manufacture and marketing of products incorporating patented air filtration technologies, including air filters, antimicrobial masks and respirators, and other antimicrobial products, including hand sanitizers (the "**Business**").
5. The Debtor operates the Business from leased premises located at 149 J.A. Bombardier, Boucherville, Quebec (the "**Leased Premises**"), which is the object of a lease (the "**Lease**") between the Debtor and the Respondent, 4001451 Canada Inc. (the "**Landlord**"), the whole as appears from a copy of the Lease produced herewith as **Exhibit P-1**.
6. The Canadian members of the Noveko Group presently employ approximately 15 persons and have continued operating the Business throughout the NOI period.
7. Third Eye Capital Corporation, as secured party and as agent and *fondé de pouvoir* for a group of lenders (collectively "**TEC**"), is the Noveko Group's operating lender and principal secured creditor.

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8. On October 16, 2014, this Honourable Court issued Interim Financing Orders (the "**DIP Orders**"), authorizing a \$2,000,000 interim credit facility (the "**DIP Facility**") secured by a first-ranking charge in favour of TEC (the "**DIP Charge**"), as more fully described below and as appears of record herein.
9. By orders issued by this Honourable Court on January 21, 2015, January 29, 2015 and February 26, 2015, the maturity date under the DIP Facility and the application of the DIP Charge were ultimately extended and continued until April 6, 2015.

II. INDEBTEDNESS AND SECURITY

10. As appears from the summary of registrations in the Register of Personal and Movable Real Rights (the "**RDPRM**"), a copy of which is produced herewith as **Exhibit P-2**, the following creditors have registered security interests in Quebec against the assets of the Debtor:
 - (a) TEC benefits from a Deed of Hypothec published in the RDPRM on September 27, 2011 under number 11-0742496-0004, charging the universality of the Debtor's property, movable and immovable (the "**TEC Security**"), in order to secure the indebtedness owing by the Debtor under the Credit Facilities (defined below);
 - (b) The Landlord has published a movable hypothec published in the RDPRM on December 21, 2012 under number 12-1050164-0001, charging the universality of the Debtor's movable property situated in or about the Leased Premises, in order to secure sums due under the Lease; and
 - (c) Cushman & Wakefield Ltd. ("**C&W**") has published a notice of legal hypothec in the RDPRM on October 18, 2013 under number 13-0928065-0001, against the universality of the Debtor's movable property as a result of a judgment rendered against the Debtor.
11. As a result of the Debtor's filing of the NOI and becoming subject to the provisions of the BIA, the Landlord and C&W are not "secured creditors" of the Debtor (as defined in the BIA) and therefore their respective hypothecs are no longer enforceable or opposable against the Debtor's creditors in general, and against TEC, in particular.
12. In addition to the registered security interests described above, TEC, as agent, benefits from the DIP Charge.
13. Ultimately, in virtue of the DIP Charge and the TEC Security, TEC ranks first on all of the Debtor's movable property.
14. The indebtedness owed by the Debtor to TEC is currently in excess of \$15,000,000.00.

15. The Trustee has obtained a written opinion from independent legal counsel confirming the validity and enforceability of the TEC Security, a copy of which is produced herewith under seal as **Exhibit P-3**.

III. FINANCIAL DIFFICULTIES

16. In September 2011, TEC made available certain credit facilities (the "**Credit Facilities**") to the Debtor, and became the Debtor's senior and sole secured lender.
17. The amounts due under the Credit Facilities were initially repayable on September 28, 2013 or, before such date, in the event of a default by the Debtor to comply with all provisions of the agreements governing such financing, including maintaining specific financial ratios.
18. The Debtor did not comply with all such provisions for the interim periods ended December 31, 2011 and March 31, 2012 as well as for the financial year ended June 30, 2012, which defaults were waived by TEC under reserve of its rights.
19. When the Debtor's defaults occurred through the period ended September 30, 2012, TEC did not furnish any waiver of such defaults, as a result of which all outstandings under the Credit Facilities became due and exigible. Under reserve of its rights and without waiving such default, TEC continued to make advances under the Credit Facilities.
20. Despite its efforts, the Debtor was unable to find alternate refinancing for the Credit Facilities.
21. On October 1, 2014, the Debtor received a Notice of Intention to Enforce Security pursuant to Section 244(1) BIA from TEC whereby TEC signified its intention to enforce the TEC Security.
22. In such circumstances, in order to protect the Debtor's interests, the Debtor's Board of Directors authorized the Debtor to file and the Debtor filed the NOI.
23. Consequently, in order to ensure that the Debtor has sufficient funding to continue its operations and pursue its restructuring, the Debtor negotiated interim financing with TEC and subsequently, the DIP Orders were issued and renewed by this Honourable Court.

IV. SOLICITATION PROCESS

24. In addition to the NOI filing with Richter, the Debtor mandated Richter to administer and oversee a solicitation process to seek purchasers, strategic partners and/or investors to acquire some or all of the Debtor's assets on a going concern basis or to invest in the Debtor and/or the Subsidiaries, the whole as is more fully described in the Trustee's Report (the "**Trustee's Report**"), a copy of which is produced herewith under seal as **Exhibit P-4**.

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25. Richter prepared a virtual data room in order to assist any interested parties in assessing the Business, which data room included historical and projected financial information, contractual agreements, patent information, and the corporate background and history of the Debtor.
26. In order to identify parties that may have an interest in the Business or the Debtor's assets, Richter conducted a thorough research exercise searching numerous business databases in order to identify potential interested parties, while management of the Debtor provided their input to identify potential purchasers for the business units. At the end of this process, around 150 potential investors or purchasers were identified.
27. Subsequently, during the week of November 10, 2014, a teaser package containing summary information was sent to the identified parties.
28. Richter, in addition to the teaser package, contacted various potential purchasers/investors to follow up on their level of interest following which, a number of conference calls were organized by Richter to allow potential purchasers/investors and management of the Debtor to discuss the business opportunity.
29. Potential purchasers and/or investors that were interested in obtaining the information in the data room executed a confidentiality undertaking and received pre-established terms and conditions governing the sale of the assets or shares of the Debtor.
30. In total, 4 confidentiality undertakings were executed and such parties were granted access to the virtual data room.
31. Richter requested that offers be submitted by December 5, 2014.
32. As appears from the Trustee's Report, the solicitation process yielded five (5) offers.
33. Four of the offers were for only portions of the Debtor's assets. These offers were unacceptable to both the Debtor and the Trustee.
34. The fifth of the offers submitted by TEC (the "TEC Offer") was for the purchase of all of the assets of the Debtor (including all of the issued and outstanding shares in the capital stock of each of the Subsidiaries), with the exception of minor contract rights and obligations, and provides for the operation of the Business as a going concern. A copy of the TEC Offer is produced herewith under seal as Exhibit P-5.
35. After assessing all of the offers received, Richter and the Debtor deemed the TEC Offer to be the most favorable considering it was the highest offer and best offer, maintained the Business as a going concern and retains the Debtor's (and the operative Subsidiaries') employees.

36. The purchase price offered by TEC pursuant to the TEC Offer is payable by a reduction of TEC's secured debt by an amount equal to the purchase price.
37. Through further discussions, negotiations and clarifications, the date to accept the TEC Offer was ultimately extended until April 6, 2015. In the interim, the parties discussed and negotiated the terms and conditions of the proposed transaction, the whole as is more fully described in the Trustee's Report.
38. Consequently, on March 18, 2015, the Debtor and the Trustee accepted the TEC Offer, subject to approval from this Honourable Court.

V. THE PROPOSED OFFER

39. As provided for under the provisions of the TEC offer, TEC has transferred and assigned its rights under the TEC Offer to Protair-X Technologies Inc. / Technologies Protair-X Inc. (the "**Proposed Purchaser**"). The Proposed Purchaser is not a "related person" (as defined in the BIA) to the Debtor.
40. The Proposed Purchaser submitted a draft Asset Purchase Agreement (the "**APA**") to be executed at closing, which serves to detail the terms of the proposed transaction, a copy of which is produced herewith under seal as **Exhibit P-6**.
41. Pursuant to the APA, the Proposed Purchaser offers to purchase the "Sale Assets" (as defined in the APA) consisting of the universality of all of the corporeal and incorporeal movable and immovable assets of the Debtor (the "**Purchase Transaction**"), including, without limitation, the following (the "**Purchased Assets**"), in accordance with the provisions of the APA, namely:
 - (a) all cash;
 - (b) all shares in the capital stock of the Subsidiaries;
 - (c) all of the Debtor's inventory, wherever located;
 - (d) all of the Debtor's machinery, equipment and other tangible movable property;
 - (e) all of the Debtor's accounts receivable and claims of every sort or nature, including all tax refunds, tax credits and other amounts owing by fiscal authorities;
 - (f) with the exception of certain minor contract rights and obligations, all of the Debtor's goodwill and intangible rights, including without limitation all trademarks and trade names, telephone numbers, logos, signs, marketing materials, permits, licensing rights, rights under franchise agreements, patents, intellectual property, orders, bookings, rights under leasing agreements, conditional sales agreements or other contracts; and

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(g) all of the Debtor's right, title and interest in and to the Lease.

42. The Proposed Purchaser has requested, and the Debtor has agreed, that the Debtor and certain of the Subsidiaries complete certain preliminary transactions described in the Trustee's Report consisting of the following (the "**Preliminary Transactions**");

- (a) one of the Debtor's wholly-owned subsidiaries, Noveko Inc., has formed a newly incorporated wholly-owned subsidiary ("**Noveko DebtCo**"), and Noveko DebtCo will purchase from the Debtor the Debtor's claim receivable (approximately \$59,000,000) owing by Noveko Inc. ("**Noveko Inc. Receivable**") for the sum of \$1.00 evidenced by Noveko DebtCo's Demand Promissory Note ("**Noveko Receivable Note**"). Immediately thereafter, Noveko Inc. and Noveko DebtCo will amalgamate, as a result of which amalgamation, the Noveko Inc. Receivable will be extinguished by operation of law. Thereafter, the Noveko Receivable Note will form part of the assets being purchased by the Proposed Purchaser under the APA;
- (b) another of the Debtor's wholly-owned subsidiaries, Filtration, has formed a newly incorporated wholly-owned subsidiary ("**Filtration DebtCo**"), and Filtration DebtCo will purchase from the Debtor the Debtor's claim receivable (approximately \$4,000,000) owing by Filtration ("**Filtration Receivable**") for the sum of \$1.00 evidenced by Filtration DebtCo's Demand Promissory Note ("**Filtration Receivable Note**"). Immediately thereafter, Filtration and Filtration DebtCo will amalgamate, as a result of which amalgamation, the Filtration Receivable will be extinguished by operation of law. Thereafter, the Filtration Receivable Note will form part of the assets being purchased by the Proposed Purchaser under the APA;
- (c) NT will sell, assign and transfer to the Debtor all of NT's intellectual property in return for a reduction of indebtedness owing to the Debtor by NT. Thereafter, this intellectual property will be sold by the Debtor to the Proposed Purchaser under the APA; and
- (d) Purer Life will sell, assign and transfer to Noveko Inc. all of Purer Life's intellectual property in return for a reduction of indebtedness owing to Noveko Inc. by Purer Life,

as will be documented by individual Sale and Purchase Agreements for each of the above described Preliminary Transactions, drafts of which are produced herewith under seal *en liasse* as **Exhibit P-7** (collectively the "**Preliminary Transaction Documents**").

43. As appears from the Trustee's Report, given that the TEC Offer covers all of the Debtor's assets, the net effect of the Preliminary Transactions is neutral to the Debtor's creditors while permitting the closing of the TEC Offer.

44. Both the Purchase Transaction and the Preliminary Transaction (collectively the "Transaction") are explained in the Trustee's Report.

VI. GROUNDS FOR APPROVAL OF THE TRANSACTION

45. Both the Debtor and the Trustee believe that the Transaction represents the best solution in the present circumstances for the following reasons:
- (a) the TEC Offer was obtained following a formal and rigorous solicitation process conducted by the Trustee;
 - (b) the TEC Offer is the highest and best offer received;
 - (c) the Transaction will preserve the employment of the Debtor's and the operative Subsidiaries' current employees; and
 - (d) the Transaction will maintain the operation of the Business.
46. Accordingly, the Debtor respectfully submits that it is in the best interest of the Debtor and its creditors that this Honourable Court approves the Transaction.

VII. ASSIGNMENT OF LEASE

47. It is essential for the survival of the Business that the Debtor, its Subsidiaries and, after the Transaction, the Proposed Purchaser, occupy the Leased Premises.
48. In respect of the proposed assignment of the Lease:
- (a) the Trustee has approved the proposed assignment, as appears from the Trustee's Report;
 - (b) the Proposed Purchaser will continue to be financed by TEC and will be able to perform obligations better than the insolvent Debtor; and
 - (c) it is appropriate to assign the Lease and that any anti-assignment provisions in the Lease, in general, and any right by the Landlord to cancel the Lease in the event of an assignment be declared by this Honourable Court to be inoperative.
49. Up to the present date, the Debtor believes that it has met all of its obligations pursuant to the Lease such that there are no monetary defaults under the Lease that need to be cured. In any event, the APA provides that the Proposed Purchaser will remedy any such defaults (as envisaged by Section 84.1 BIA).
50. The Landlord has received notice of the present Motion and has been given the opportunity to make representations before this Honourable Court.

VIII. URGENCY AND CONCLUSIONS SOUGHT

51. As appears from the TEC Offer, the Preliminary Transactions and the sale of the Purchased Assets must be completed with authorization from this Honourable Court authorizing the Debtor to conclude the Transaction and convey the Purchased Assets free and clear of any and all hypothecs, security interests, encumbrances and other charges, with the exception of certain permitted encumbrances.
52. The TEC Offer stipulates that the closing of the Transaction must occur no later than April 6, 2015.
53. Moreover, pursuant to the DIP Facility, as amended, TEC's commitment to support the operations of the Debtor will terminate on April 6, 2015, after which the Debtor will no longer be in a position to continue operating.
54. Failure to conclude the Transaction will lead to the Debtor's bankruptcy, the liquidation of the Debtor's assets and thus cause significant prejudice to the Debtor's creditors as well as to its employees.
55. Accordingly, it is urgent that this Honourable Court grant the conclusions herein sought and order that the judgment to be rendered herein be executory notwithstanding appeal.
56. A draft Approval and Vesting Order is produced herewith as **Exhibit P-8**.
57. The present Motion is well founded in fact and in law.

WHEREFORE, THE DEBTOR/PETITIONER PRAYS FOR JUDGMENT OF THIS HONOURABLE COURT:

(A) GRANTING the present Motion;

(B) ISSUING the Approval and Vesting Order in the form produced as **Exhibit P-8**;

THE WHOLE WITHOUT COSTS, SAVE IN THE EVENT OF CONTESTATION.

TRUE COPY



MONTREAL, March 18, 2015

(S) KUGLER KANDESTIN LLP

KUGLER KANDESTIN LLP
Attorneys for Debtor/Petitioner

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Commercial Division)**

NO.: 500-11-047518-143
ESTATE NO.: 41-1919185

**IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL
OF:
NOVEKO INTERNATIONAL INC.**

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Trustee

-and-

4001451 CANADA INC.

Respondent

-and-

CUSHMAN & WAKEFIELD LTD.

Respondent

-and-

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

Mis-en-Cause

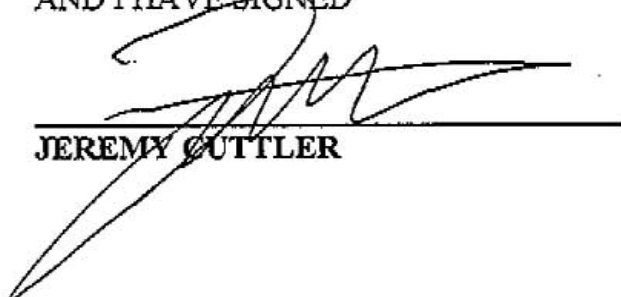
**ATTESTATION OF AUTHENTICITY
(Article 82.1 C.C.P.)**

The undersigned, **JEREMY CUTTLER**, attorney of the Firm Kugler Kandestin, L.L.P., carrying on business at 1 Place Ville Marie, Suite 2101, in the City and District of Montreal, Province of Quebec, under my oath of office, declare that:

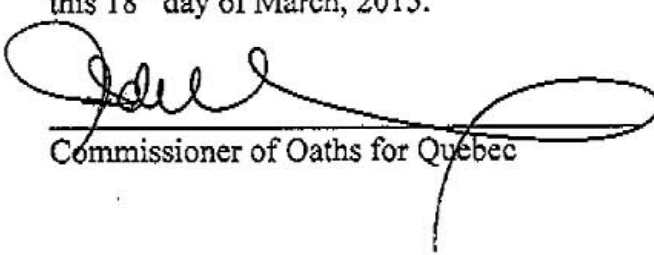
1. On March 18, 2015, Kugler Kandestin, L.L.P. received by e-mail the Solemn Declaration of Mr. André Leroux signed on March 18, 2015 and received by Kugler Kandestin, L.L.P. at 1:46 p.m. on March 18, 2015;

2. The copy of the Solemn Declaration attached hereto is a true copy and such Solemn Declaration was received by Kugler Kandestin, L.L.P. as set forth in paragraph 1 above.

AND I HAVE SIGNED


JEREMY CUTLER

Solemnly declared before me at Montreal
this 18th day of March, 2015.


Commissioner of Oaths for Quebec



CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-11-047518-143
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SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE NOTICE OF
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CUSHMAN & WAKEFIELD LTD.

Respondent

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS

Mis-en-Cause

SOLEMN DECLARATION

I, the undersigned, **ANDRÉ LEROUX**, carrying on business at 149 J.A. Bombardier, Boucherville, Quebec, do hereby solemnly declare the following:

1. THAT I am a Director of Noveko International Inc., the Debtor/Petitioner in the present "Motion for Authorization to Sell Certain Assets of the Debtor, Directions and Other Related Orders" (the "Motion"); and
2. THAT all of the facts alleged in the present Motion are true and correct.

AND I HAVE SIGNED:

André Leroux
ANDRÉ LEROUX

SOLEMNLY DECLARED before me at the City of Montreal, Province of Quebec, this 18 day of March, 2015.

Louise St-Arnauld
COMMISSIONER FOR OATHS FOR QUEBEC



CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-11-047518-143
ESTATE NO.: 41-1919185

SUPERIOR COURT
(Commercial Division)

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

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Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Trustee

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4001451 CANADA INC.

Respondent

-and-

CUSHMAN & WAKEFIELD LTD.

Respondent

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS

Mis-en-Cause

NOTICE OF PRESENTATION

TO: **RICHTER ADVISORY GROUP
INC.**
c/o Mr. Raymond Massi
1981 McGill College
Montreal, Quebec

TO: **4001451 CANADA INC.**
507 Place d'Armes
13th floor
Montreal, Quebec, H2Y 2W8

TO: **THE SUPERINTENDENT OF
BANKRUPTCY**
Sun Life Building
1155 Metcalfe Street
Suite 950
Montreal, Quebec

TO: **THE REGISTRAR OF THE
REGISTER OF PERSONAL AND
MOVABLE REAL RIGHTS**
1 Notre-Dame Street East
7th Floor
Montréal, Quebec H2Y 1B6

TO: **CUSHMAN & WAKEFIELD LTD.**
999 de Maisonneuve Blvd. W.
Suite 1500
Montreal, Quebec, H3A 3L4

Gentlemen:

TAKE NOTICE that the present *Motion for Authorization to Sell Certain Assets of the Debtor, Directions and Other Related Orders* will be presented for adjudication before this Honourable Court at **9:00 a.m.** in **Room 16.10** of the Montreal Court House, situated at 1 Notre Dame Street, West, Montreal, Quebec, on **March 20, 2015**, or so soon thereafter as counsel may be heard.

Do govern yourselves accordingly.

MONTREAL, March 18, 2015

(S) KUGLER KANDESTIN LLP

KUGLER KANDESTIN LLP

Attorneys for Debtor/Petitioner

TRUE COPY

Kugler Kandestin LLP

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-11-047518-143
ESTATE NO.: 41-1919185

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE NOTICE OF
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Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Trustee

-and-

4001451 CANADA INC.

Respondent

-and-

CUSHMAN & WAKEFIELD LTD.

Respondent

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS

Mis-en-Cause

LIST OF EXHIBITS

- | | |
|------------------------------|---|
| EXHIBIT P-1: | Lease |
| EXHIBIT P-2: | Summary of RDPRM searches |
| EXHIBIT P-3:
(under seal) | Opinion on TEC Security |
| EXHIBIT P-4:
(under seal) | Trustee's Report |
| EXHIBIT P-5:
(under seal) | TEC Offer |
| EXHIBIT P-6:
(under seal) | Draft Asset Purchase Agreement |
| EXHIBIT P-7:
(under seal) | Draft Preliminary Transaction Documents |

EXHIBIT P-8: Draft Approval and Vesting Order

MONTREAL, March 18, 2015

(S) KUGLER KANDESTIN LLP

KUGLER KANDESTIN LLP
Attorneys for Debtor/Petitioner

TRUE COPY

Kugler Kandestin LLP

NO.: 500-11-047518-143
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COUR SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTREAL

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

NOVEKO INTERNATIONAL INC. Debtor/Petitioner
-and- Trustee
RICHTER ADVISORY GROUP INC.

-and- Respondent
4001451 CANADA INC.

-and- Respondent
CUSHMAN & WAKEFIELD LTD.

-and- Mis-en-Cause
THE REGISTRAR OF THE REGISTER OF PERSONAL
AND MOVABLE REAL RIGHTS

MOTION FOR AUTHORIZATION TO SELL CERTAIN
ASSETS OF THE DEBTOR, DIRECTIONS AND OTHER
RELATED ORDERS
(Section 65.13 of the *Bankruptcy and
Insolvency Act*, Canada)

COPY FOR:
RICHTER ADVISORY GROUP INC.
c/o Mr. Raymond Massi

Jeremy Cuttler
O/File No.: 5757-11JC
KUGLER KANDESTIN
AVOCATS • ATTORNEYS

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1 Place Ville Marie, Suite 2101
Montréal, Québec, Canada H3B 2C6

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