

C A N A D A

PROVINCE OF QUEBEC
District of Montreal

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

No: 500-11-044282-131

IN THE MATTER OF THE
BANKRUPTCY OF:

STEEL COMPONENTS PRODUITS
MÉTALLIQUES INC. / STEEL
COMPONENTS METAL PRODUCTS INC.

Debtor

RICHARD LAPOINTE & ASSOCIÉS, in its
capacity as trustee to the estate of the Debtor

Trustee

- and -

BANK OF MONTREAL, a chartered bank
having its head office at 129 St-Jacques Street,
Montreal, Province of Quebec, H2Y 1L6.

Petitioner

- and -

RICHTER ADVISORY GROUP INC.,
having a place of business at 1981 McGill
College, Montreal, Province of Quebec, H3A
0G6

Receiver

**MOTION FOR THE APPOINTMENT OF A RECEIVER AND TO
AUTHORIZE THE SALE OF THE DEBTOR'S ASSETS (Art. 243 of the
Bankruptcy and Insolvency Act (Canada) (the "BIA"), R. 6(4) of the
Bankruptcy and Insolvency General Rules)**

Heenan Blaikie

TO ONE OF THE HONOURABLE JUDGE OF THE SUPERIOR COURT, OR TO THE REGISTRAR, SITTING IN THE COMMERCIAL DIVISION FOR THE DISTRICT OF MONTREAL, THE PETITIONER SETS OUT THE FOREGOING:

I. Introduction

1. By the present motion, the Petitioner seeks an order:
 - (a) extending the powers of Richter Advisory Group Inc. (“**Richter**”) acting as Interim Receiver so that Richter may henceforth act as Receiver pursuant to Section 243 of the BIA, with the power to exercise such other control over all of the Debtor’s assets (“**Property**”) as the Court deems appropriate and to dispose of the Debtor’s Property;
 - (b) vesting the Debtor’s right, title and interest in the Property referred to in 1 c) and d) in the respective purchases of same;
 - (c) authorizing the Receiver to accept an offer received for certain of the Debtor’s equipment, and to dispose of same in accordance with such offer;
 - (d) confirming the sale of certain equipment to Décor Pro Métal Inc.

II. The Parties

2. The Debtor was a company which operated a business of the manufacture and sale of steel components for various machines, and metal accessories, such as trash cans, whose president and sole shareholder was Antonino Randazzo, as more fully appears from an extract of the REQ with respect to the Debtor, **Exhibit R-1**;
3. The Petitioner is a chartered bank, that made loans and advances to the Debtor for the total amount of \$474,246.38, subject to interest, adjustments and costs, as more fully appears from the Petitioner’s updated statement of account, **Exhibit R-2**, which holds security over the universality of the Debtor’s movable property, as more fully appears from the Court record;
4. The Petitioner is in fact the Debtor’s only secured creditor, as L’Unique Assurance Générale Inc., which previously held security over certain assets of the Debtor, has since discharged its security, as more fully appears from a copy of the confirmation of discharge, **Exhibit R-3**;
5. On March 13, 2013, the Petitioner demanded repayment of its advances and served the Debtor with a prior notice pursuant to s. 244 of the BIA, as more fully appears from that notice, the demand letter, and the minutes of service, *en liasse*, **Exhibit R-4**;

6. By order rendered on March 15, 2013, Richter was appointed Interim Receiver over all the property and assets of the Debtor, as more fully appears from a copy of that order, and the Court record, **Exhibit R-5**;
7. On March 21, 2013, the Debtor made a voluntarily assignment in bankruptcy in favour of its creditors, and the Trustee was appointed Trustee to the Debtor's estate, which appointment was confirmed at the subsequent meeting of the creditors held on April 9, 2013, the whole as more fully appears from a copy of the certificate of nomination of the Trustee, **Exhibit R-6**;
8. The Debtor operated its business from premises located at 8050 Marco Polo, Montreal, which is rented from 9182-0670 Quebec Inc. As the lease was terminated prior to the bankruptcy, Richter made arrangements allowing for occupancy of the premises until June 15, 2013;
9. During the first meeting of creditors, the Trustee announced that he would renounce all rights, titles and interest it may have had in the assets charged in favour of the Petitioner, as was subsequently confirmed by the undersigned attorneys by letter dated April 18, 2013, a copy of which is relied upon as **Exhibit R-7**;

III. Reasons to Appoint Receiver under Section 243

10. Since Richter was appointed as Interim Receiver, and as more fully set out in the Court record:
 - (a) Richter discovered that the Debtor had secreted or disposed of much of its equipment and inventory, necessitating the issuance of a search and seizure warrant, and the actual seizure of some of that missing equipment, as more fully appears from a copy of the search warrant and the minutes of seizure, *en liasse*, **Exhibit R-8**;
 - (b) some of the missing equipment had been sold by the Debtor on February 25, 2013, to Décor Pro Métal Inc. (the "**Pro Métal Sale**"), as more fully appears from the Debtor's invoice, dated as of February 25, 2013, a copy of which is relied upon as **Exhibit R-9**;
 - (c) That such sale was out of the ordinary course of business for the Debtor;
 - (d) During the execution of the warrant, Exhibit R-8, a representative of North Star Engineering Ltd. advised Ms. Pisciueneri, of Richter, that the equipment being seized was to have been sold to them by Mr. Randazzo, the bankrupt's former president, in exchange for shares to be issued in Mr. Randazzo's personal name;
 - (e) Given the foregoing, out of an abundance of caution, the Petitioner published notices of conservation of its hypothecs against the property

apparently sold to Décor Pro Métal Inc. and the property which was to have been sold to North Star Engineering Ltd., as more fully appears from the confirmation of publication of those notices of conservation of hypothecs, *en liasse*, **Exhibit R-10**;

- (f) North Star Engineering Ltd. has since recognized that no sale of the equipment had been consummated, as appears from the correspondence exchanged between the undersigned attorneys and those claiming to represent North Star Engineering Ltd., *en liasse*, **Exhibit-R11**;
- (g) The property seized during the execution of the warrant was removed and transported by Richter back to the Debtor's premises, for storage pending its eventual sale;

11. Furthermore, Richter has been made aware of the following facts:

- (a) On February 8, 2013, 9082-4020 Québec Inc., a company controlled by Mr. Randazzo, the Debtor's sole shareholder, registered a name very similar to the Debtor, being Steel Components Industries, as more fully appears from an extract of the *Registre des entreprises du Québec*, with respect to 9082-4020 Québec Inc. (hereafter "Steel NewCo"), **Exhibit R-12**;
- (b) While Mr. Randazzo has remitted some financial records relating to the Debtor to Richter and to the Trustee, such documents are incomplete, and when asked to indicate where the remaining documents may be found, Mr. Randazzo has referred Richter to the Debtor's former accountant, Ms. Rosanna Colabella;
- (c) Ms. Colabella is now in the employ of Steel NewCo, and has contacted a number of the Debtor's former customers requiring that any outstanding amounts owing to the Debtor be instead paid to Steel NewCo;
- (d) This has been the case for:
 - i) Décor Pro Métal Inc., as appears from an email sent by Daniel Poirier, and his invoice, *en liasse*, **Exhibit R-13**;
 - ii) GNR Technologies, as appears from the invoice, credit note and copy of the cheque, *en liasse*, **Exhibit R-14**;
 - iii) Maclean Power Systems, as more fully appears from an email received from Ms. Colabella dated February 20, 2013, prior to the bankruptcy of the Debtor, and related invoices, *en liasse*, **Exhibit R-15**;

- iv) and presumably for Cafection Enterprises, as appears from the invoices, credit notes and front and back of cheque, *en liasse*, **Exhibit R-16**;
12. Given the foregoing, and the fact that the Trustee has abandoned all right, title and interest in the Property, it is reasonable and proper that the powers to be granted to Richter, as Interim Receiver, be expanded to those more fully described in the conclusions to the present motion, in order to allow Richter, as Receiver, to dispose of the property of the Debtor in the most efficient, cost effective method possible;

IV. Reasons to Authorize the Sale

13. Following recovery of some of the missing equipment, out of concern for efficiency and preserving the value of the Debtor's property, the Petitioner instructed Richter to solicit offers for that equipment.
14. To that end the Petitioner, with the assistance of Richter, identified 28 liquidators and 13 competitors (the "**Proposed Purchasers**") who were likely to have an interest for the equipment now located at 8050 Marco Polo, being the bulk of the realizable tangible property of the Debtor of which the Petitioner, at this time, is aware, and set up a process, managed by Richter, by which those Proposed Purchasers were invited to submit tenders for the equipment. The list of Proposed Purchasers is filed herewith as **Exhibit R-17**;
15. On April 5, 2013, an invitation was sent by email and facsimile to the Proposed Purchasers, inviting them to submit their respective bids, a copy of which is submitted herewith as **Exhibit R-18**;
16. Upon request Richter provided the Proposed Purchasers with a standard offer form ("SOF") and the conditions of sale ("COS"), herewith as **Exhibit R-19**;
17. The SOF and COS served to inform the Proposed Purchasers on the terms and conditions on which they would submit bids, as well as the form and content of the bids to facilitate comparisons between the various proposals received;
18. The Proposed Purchasers were given the opportunity to inspect the equipment from April 8 to April 10, 2013;
19. Ultimately, by the deadline of April 15, 2013, six bids were received for the equipment, the salient features of which are summarized in the table prepared by Richter ("**Richter's Table**"), filed under seal as **Exhibit R-20**;
20. Corporate Assets Inc., a party unrelated to the Debtor, and dealing at arm's length from the Debtor, submitted a bid whose terms were much more favourable than the other bids received, as more fully appears from the table, Exhibit R-20, and the bid, being a straight offer to purchase the equipment for a set price, (the "CA

Offer”) as more fully appears from the CA Offer, a copy of which is filed herewith, under seal, as **Exhibit R-21**;

21. Not only was the CA Offer better than the other offers, it was the only one which fully complied with the terms of the COS;

V. Support for the Offer and Unfavourable Alternative to the Offer

22. The Petitioner believes that the CA Offer represents the best opportunity to maximize the value of the equipment;
23. The Proposed Purchasers solicited through the sales process are significant players in the US and Canadian markets, and the process leading to the selection of the CA Offer was managed by Richter, was fair to all participants and reasonable;
24. Thus, the bids ultimately obtained represent the best prices the Petitioner can expect to obtain for the equipment, and the CA Offer represents more value than any of the other bids received;
25. Indeed, the values obtained under the CA Offer are not materially different from the valuation of those assets established by Marc Brosseau, encanteurs, in a report prepared for the Petitioner in September 2012, a copy of which is filed herewith under seal as **Exhibit R-22**;
26. It is a condition of the CA Offer that the offer be approved by this Court and that the related Order be rendered, including a vesting order since the acceptance of the offer by Richter was conditional upon the Court having approved it, the Interim Receiver, not having the authority to dispose of the Debtor’s assets otherwise;
27. Likewise, it appears that the terms of the Pro Métal Sale is consistent with the valuations set out in Exhibit R-22;
28. As Décor Pro Métal Inc. has not yet paid the purchase price for the Pro Décor Sale, the Petitioner is well founded to ask that the Court authorize the Receiver to complete that sale, and receive the purchase price, provided however that any warranty related to quality or quantity of the goods sold be only given by the Debtor, to the exclusion of the Receiver and the Petitioner;
29. The Petitioner respectfully submits that it is in the best interest of the Petitioner and its stakeholders that the present Motion be granted in accordance with its conclusions;
30. No stakeholder will suffer any material undue prejudice by the requested Court approval of the CA Offer, Exhibit R-21, and the related orders sought hereby;

31. The Petitioner respectfully submits that the notices given of the presentation of this Motion are proper and sufficient;
32. This Motion is well founded in fact and law;

WHEREFORE MAY IT PLEASE THE HONOURABLE COURT TO:

- [1]. **ABRIDGE** the delay for the service and presentation of this motion;
- [2]. **GRANT** this present Motion;
- [3]. **DECLARE** that sufficient prior notice of the presentation of this Motion has been given by the Petitioner to interested parties;

APPOINTMENT

- [4]. **APPOINT** RICHTER ADVISORY GROUP INC., to act as Receiver (the “Receiver”) to the Property of STEEL COMPONENTS PRODUITS MÉTALLIQUES INC. / STEEL COMPONENTS METAL PRODUCTS INC. (the “Debtor”) until one of the following events comes to pass:
 - (a) the realization and liquidation of the Debtor’s movable property, corporeal and incorporeal, wherever located (the “Property”) is complete or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver;
- [5]. **DECLARE** that upon Richter being appointed as Receiver, its mandate and duties as Interim Receiver pursuant to the order rendered on March 15, 2013, Exhibit R-5, shall cease;

RECEIVER’S POWERS

- [6]. **AUTHORIZE** the Receiver to exercise the following powers:

Powers related to the possession of the Property

- [7]. **AUTHORIZE** the Receiver to take possession of the Debtor’s Property and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property :

Powers related to the preservation of the Property

- (a) all the powers necessary for the recovery, the preservation and for the protection of the Property;

- (b) all the powers necessary to take possession and to control the Property, regardless of where it is located, or who may be in possession of it, the places of business and the premises occupied by the Debtor;
- (c) all the powers necessary to grant the Receiver access, at all times, to the places of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;
- (d) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "Records"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (e) all the powers necessary to undertake an analysis of the Debtor's Records;

Powers related to the Debtor's affairs

- (f) all the powers necessary to control the receipts and disbursements;
- (g) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (h) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary.

Powers related to the realization, disposition or sale of the Property

- (i) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- (j) all the powers necessary to carry out the sale or the disposition of the Property of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;

[8]. **ORDER** when the Property to be disposed of exceeds a liquidation value of \$50,000, the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the

circumstances; and **DECLARE** that when the Property to be disposed of has a liquidation value of less than that amount, no prior Court authorization is necessary;

[9].**GRANT** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;

[10].**AUTHORIZE** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;

[11].**DECLARE** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

[12].**ORDER** the Trustee, as well as its directors, officers, former employees, agents and representatives of the Debtor to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

[13].**ORDER** the Trustee, as well as its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;

[14].**ORDER** the Trustee not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property other than with the authorization of the Receiver;

PROTECTION OF PERSONAL INFORMATION

[15].**DECLARE** that pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver;

LIMITATION OF LIABILITY

- [16]. **DECLARE** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
- [17]. **DECLARE** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;
- [18]. **DECLARE** that section 215 of the BIA applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEES

- [19]. **DECLARE** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$100,000 (the "**Receiver Administration Charge**");
- [20]. **DECLARE** that the Receiver Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances, other than the Receiver Administration Charge created in favour of Richter in the Court order rendered March 15, 2013, in these proceedings, Exhibit R-5, with which it shall rank *pari passu*;
- [21]. **DECLARE** that the Receiver Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "**Effective Time**"), all of the Debtor's Property present and future;
- [22]. **DECLARE** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the BIA in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Receiver Administration Charge do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct

meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;

[23]. **AUTHORIZE** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, from the Debtor on the proceeds of realization of the Property, with the consent of the Petitioner, the whole subject to taxation in conformity with the BIA, if applicable;

[24]. **ORDER** that the Debtor shall be responsible for the payment of the Interim Receiver's fees and disbursements, including the fees and disbursements of any Agents retained by the Receiver in the course of its mandate;

SALE OF ASSETS

[25]. **DECLARE** that the CA Offer, as accepted by the Petitioner on April 19, 2013, communicated as Exhibit R-21, providing for the sale of the equipment, subject to payment of the Purchase Price, as such term is defined therein, and performance of the Petitioner's other obligations provided for therein, is fair and reasonable and in the best interest of the Petitioner's stakeholders;

[26]. **AUTHORIZE** the sale of the equipment to Corporate Assets Inc. (the "CA Sale") in accordance with the terms of the CA Offer, and subject to the terms of the standard offer form and the conditions of sale, Exhibit R-19, in particular that such sale is made without any warranty whatsoever, other than those expressly set out in Exhibit R-19;

[27]. **AUTHORIZE** the Petitioner to execute any other agreement, contract, deed or any other document ancillary or related to the CA Offer, or take any other action, which could be required or useful to give full and complete effect thereto;

[28]. **ORDER** that the CA Offer, and the Richter's table, be kept confidential in a sealed envelope, such that the content of those documents will not be made available to the public in order to safeguard the possibility of soliciting and obtaining other offers in the event that the sale is not consummated;

[29]. **AUTHORIZE** the sale of the equipment listed in Exhibit R-9 to Décor Pro Métal Inc. (the "Décor Pro Métal Sale"), and **ORDER** that the price indicated in that invoice be paid to the Receiver;

[30]. **DECLARE** that the CA Sale and the Décor Pro Métal Sale shall be complete, and absolutely and forever free and clear of and from any and all encumbrances, liens, claims, rights, title, interests, security interests, charges, pledges, mortgages, hypothecations, hypothecs, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, priorities, remedies from facts which exist as of the date of the judgment to be rendered hereon whether

known or unknown, or any other rights, rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law or otherwise, whether perfected, attached, registered or filed, whether secured, unsecured or otherwise and whether created by or pursuant to the orders made in these proceedings, including all charges created by order of this Court in these proceedings (the “Liens”), which Liens shall instead attach to the sale price;

[31]. **DECLARE** that, as regards the Petitioner and the Receiver, the Décor Pro Métal Sale shall be made without legal warranty as to quality or quantity of the goods sold;

[32]. **DECLARE** that neither the CA Sale nor the Décor Pro Métal Sale shall not be attacked or voided as a reviewable transaction nor as a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction or constitute oppressive or unfairly prejudicial conduct under the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act* or any other applicable provincial or federal legislation;

[33]. **DECLARE** that the judgment to be rendered on this motion shall have full force and effect in all of the provinces and territories of Canada;

LIMITATION OF LIABILITY

[34]. **ORDER** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of the judgment to be rendered herein, save and except for any gross negligence or wilful misconduct on its part;

[35]. **DECLARE** that neither the Petitioner nor the Receiver shall incur any liability or obligation as a result of any conservatory measure or other action taken prior to the making of the judgment to be rendered on this Motion which, had such judgment been rendered at that time, would have been authorized by same;

[36]. **DECLARE** nothing herein contained shall require the Interim Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation or a successor employer of the Debtor, the whole pursuant to the terms of the *BIA*;

GENERAL

[37]. **DECLARE** that the Order to be rendered on this Motion, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;

- [38]. **DECLARE** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [39]. **DECLARE** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Interim Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;
- [40]. **DECLARE** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Petitioner, and for the Receiver and has filed such notice with the Court;
- [41]. **DECLARE** that any interested Person may apply to this Court to vary or rescind the Order to be rendered on this Motion or seek other relief upon five (5) days-notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [42]. **DECLARE** that the Order to be rendered on this Motion and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [43]. **DECLARE** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order to be rendered on this Motion and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the 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 the Receiver as may be deemed necessary or appropriate for that purpose;
- [44]. **REQUEST** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and

to be complementary to this Court in carrying out the terms of the Order to be rendered on this Motion;

[45]. **ORDER** the provisional execution of the Order to be rendered on this Motion notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE without costs save and except in case of contestation.

Montreal, April 24, 2013

(S) HEENAN BLAIKIE S.E.N.C.R.L., SRL/LLP

Heenan Blaikie LLP
Attorneys of the Petitioner

COPIE CONFORME/TRUE COPY

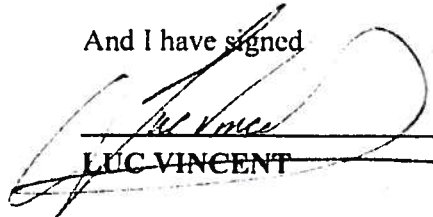
Heenan Blaikie LLP
HEENAN BLAIKIE S.E.N.C.R.L., SRL/LLP

AFFIDAVIT

I, the undersigned, **LUC VINCENT**, account manager, residing and domiciled for the purposes of these presents at 129 St-Jacques Street, Montreal, Quebec, solemnly declare as follows:


1. I am a duly authorized representative of Bank of Montreal;
2. I have read the attached motion for the appointment of an interim receiver, and the facts contained therein and in this affidavit are true.

And I have signed



LUC VINCENT

Solemnly affirmed to before me, in the city
of Montreal, this 24th day of April 2013



Commissioner of oaths for the judicial
district of Montreal



COPIE CONFORME/TRUE COPY



HEENAN BLAIKIE S.E.N.C.R.L., S.R.L./LLP

NOTICE OF PRESENTATION

TO : **RICHARD LAPOINTE & ASSOCIÉS**
2114 St. Denis Street
Montreal, Quebec
H2X 3K9

AND TO: **RICHTER ADVISORY GROUP INC.**
1981 McGill College
Montreal, Quebec
H3A 0G6

AND TO **NORTH STAR ENGINEERING LTD.**
c/o of Consolato Gattuso
Michel Gattuso Avocats
1010 rue Sherbrooke ouest
Bureau 2200
Montréal (Québec) H3A 2R7

AND TO: **Décor Pro Métal Inc.**
191 Chemin Domaine des Pins
St-Émilie de l'Énergie (Québec) J0K 2K0

TAKE NOTICE that Petitioner's *Motion for the Appointment of a Receiver and to Authorize the Sale of the Debtor's Assets* will be presented for adjudication before the Superior Court, on **April 29, 2013 at 9:00 a.m.** in room **16.10** of the Montreal Court house, 1 Notre-Dame Street West, Montreal, Quebec, or as soon thereafter as counsel may be heard.

AND DO GOVERN YOURSELVES ACCORDINGLY

MONTREAL, April 24, 2013

(S) HEENAN BLAIKIE S.E.N.C.R.L., SRL/LLP

HEENAN BLAIKIE LLP
Attorneys for Petitioner
BANK OF MONTREAL

COPIE CONFORME/TRUE COPY

Heenan Blaikie LLP
HEENAN BLAIKIE S.E.N.C.R.L., SRL/LLP

N° : 500-11-044282-131

**SUPERIOR COURT
(COMMERCIAL DIVISION)**
District of Montreal

IN THE MATTER OF THE BANKRUPTCY OF :
**STEEL COMPONENTS PRODUITS
MÉTALLIQUES INC. / STEEL COMPONENTS
METAL PRODUCTS INC.**

Debtor

and
RICHARD LAPOINTE & ASSOCIÉS

Trustee

and
BANQUE DE MONTRÉAL

Petitioner

and
RICHTER ADVISORY GROUP INC.

Receiver

**MOTION FOR THE APPOINTMENT OF A
RECEIVER AND TO AUTHORIZE THE SALE
OF THE DEBTOR'S ASSETS**
(Art. 243 of the *Bankruptcy and Insolvency Act* (Canada)
(the "BIA"), r. 6(4) of the *Bankruptcy and Insolvency
General Rules*)

COPY FOR :

Richter Advisory Group Inc.
1918 McGill College
Montreal (Quebec) H3A 0G6

Code: BJ-0039

N/Réf. : 031972-0279

M^e Michael J. Hanlon

Tél. : 514.846.2376
Télécopie : 514.921.1376

Heenan Blaikie S.E.N.C.R.L. SRL

AVOCATS / LAWYERS

1250, boul. René-Lévesque Ouest, bureau 2500
Montréal (Québec) H3B 4Y1

25-11-13^e 10h37
Richter
HJ