

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
N°: 500-11-043787-122

SUPERIOR COURT
COMMERCIAL DIVISION

Date: December 21, 2012

In the presence of Honourable Jean-Yves Lalonde, j.s.c.

IN THE MATTER OF THE NOTICE OF INTENTION OF:

SIXTY CANADA RETAIL INC.

Debtor/Petitioner

and

RICHTER ADVISORY GROUP INC. (FORMERLY RSM
RICHTER INC.) (Mr. Benoit Gingues)

Trustee

ORDER

WHEREAS the court has taken knowledge of the Motion for an order authorizing the sale of assets of the Debtor and the assignment of leases under The *Bankruptcy And Insolvency Act* (R.S.C. 1985, C. B-3) (the "**Motion**"), the affidavit of Ms. Arpi Belouzian, the exhibits and the submissions of counsel for the Petitioner;

FOR THESE REASONS, THE COURT:

- [1] **GRANTS** the *Motion for an Order Authorizing the Sale of Assets of the Debtor and the Assignment of Leases* (the "**Motion**");
- [2] **DECLARES** valid and sufficient the notices given for the presentation of the Motion;
- [3] **DECLARES** that all capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion;
- [4] **AUTHORIZES** and **ORDERS** the Transaction pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement (the "**APA**") (R-1);

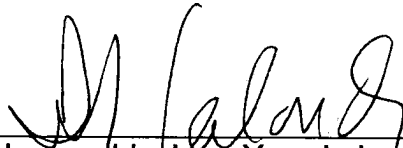
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- [5] **AUTHORIZES** Sixty Canada Retail Inc. to perform all acts, sign all documents, and take necessary actions to execute any disposition, transaction or engagement stipulated in the APA or any related document, and further execute any agreement, contract, deed or any other document ancillary or related to the APA, which could be required or useful to give full and complete effect thereto;
- [6] **ORDERS** and **DECLARES** that, upon closing of the Transaction, the Purchased Assets shall vest absolutely and exclusively in and with Sixty Trading Canada Inc., free and clear of and from any and all rights, interests, prior claims, hypothecs, security interests, trusts, deemed trusts (whether statutory, contractual 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*;
- [7] **ORDERS** 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;
- [8] **DECLARES** that the sale and assignment of the Purchased Assets shall have the same effects as a sale by judicial authority as per the provisions of the *Civil Code of Québec*;
- [9] **ORDERS** 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 Sixty Trading Canada Inc, 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

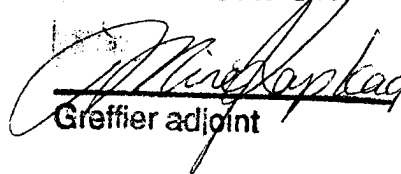
applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

- [10] **ORDERS** that Sixty Canada Retail Inc. shall be authorized to take all such steps as may be necessary to effect the discharge of the Encumbrances as may be necessary;
- [11] **AUTHORIZES** and **DECLARES** that, upon closing of the Transaction, the rights and obligations of Sixty Retail under the Assumed Contracts, including without limitation the Leases, shall be assigned to Sixty Canada Trading Inc. provided that all monetary defaults under the Leases are remedied prior to or as of December 31, 2012;
- [12] **ORDERS** that the Report of the Trustee filed in connection with the present application and the APA filed as Exhibit R-1 be sealed and that a redacted copy removing financial information therefrom be filed in the Court record;
- [13] **ORDERS** the provisional execution of the present order notwithstanding appeal;
- [14] **THE WHOLE** without costs.



Honourable Jean-Yves Lalonde, j.s.c.

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