

# SUPERIOR COURT

(Commercial Division)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF QUÉBEC

N° : 200-11-029604-249

DATE : Septembre 13, 2024

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**PRESIDING : THE HONOURABLE LISE BERGERON, j.s.c.**

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In the matter of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 of :

**LOUIS GARNEAU SPORTS 5.0 INC.**  
**LOUIS GARNEAU SPORTS INC.**  
**GESTION STRADA INC.**  
**9056-1051 QUÉBEC INC.**  
**SUGOI GLOBAL INC.**  
Debtors

and

**FTI CONSULTING CANADA INC.**  
Trustee under the notices of intention to make a proposal of the Debtors

and

**LOLÉ BRANDS CANADA ULC**  
Purchaser

and

**NATIONAL BANK OF CANADA**  
**INVESTISSEMENT QUÉBEC**  
Secured Lenders

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHT  
(QUÉBEC)**

Mises en cause

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**APPROVAL, ASSIGNMENT AND VESTING ORDER**

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- [1] **ON READING** the *Demande pour l'émission d'une ordonnance de consolidation procédurale, d'une ordonnance d'approbation et de devolution et de cession de contrats* (the "**Application**") of the Debtors, the affidavit and the exhibits in support thereof, as well as the Report of the Trustee dated September 13, 2024;
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the submissions of Trustee's attorneys and the submissions of other parties present at the hearing on the Application;
- [4] **SEEING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement entitled Asset Purchase Agreement (the "**Purchase Agreement**") entered into by and between the parties identified as vendors therein including the Debtors, as vendors, (the "**Debtors**") and the Purchaser, as purchaser (the "**Purchaser**"), copy of which was filed as **Exhibit R-2** to the Application, and vesting in the Purchaser the assets described in the Purchase Agreement and in **Schedule "A"** hereof (the "**Purchased Assets**");

**WHEREFORE THE COURT:**

- [5] **GRANTS** the Application.

**Service**

- [6] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof;
- [7] **PERMITS** service of this Order at any time and place and by any means whatsoever.

**Sale approval**

- [8] **ORDERS AND DECLARES** that the execution of the Purchase Agreement by the Debtors, or the Trustee, for and on behalf of the Debtors), the Transaction and the

completion of the Transaction are hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions to the Purchase Agreement as may be agreed to but only with the consent of the Debtors, the National Bank of Canada, the Purchaser, and the Trustee.

#### **Execution of documentation**

- [9] **AUTHORIZES** the Debtors, the Trustee for and on behalf of the Debtors and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit R-2) and any other ancillary document which could be required or useful to give full and complete effect thereto.

#### **Authorization**

- [10] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Debtors to proceed with the Transaction and that no shareholder, creditor, board, contractual or regulatory approval, if applicable, shall be required in connection therewith.

#### **Vesting of Purchased Assets**

- [11] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims (including prior claims), liabilities (direct, indirect, absolute or contingent), obligations (including any obligations which any Debtor may have to any of its current or former employees other than Transferred Employees as defined in the Purchase Agreement including for salaries, commissions, bonuses, vacation pay, overtime pay, severance, termination pay, notice of termination or payment in lieu of notice of termination, indemnity, taxes or any other similar or related obligations), rights of any kind whatsoever (including any right of retention), charges, security interests, liens, prior claims, pledges, hypothecs, mortgages, deemed trusts (statutory or otherwise), assignments, judgments, rights of retention, writs of seizure or execution, notices of execution, notices of sale, execution, levies, contractual rights relating to the Purchased Assets (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), options, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all Encumbrances evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* or any Personal Property Security Act of a province or territory of Canada (the "**PPSAs**") or any other applicable legislation providing for a security interest in movable, personal, immovable or real property, and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased

Assets, be reduced, cancelled or discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate;

- [12] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* (Québec) and a forced sale as per the provisions of the *Civil Code of Québec*.

**Assignment of contracts**

- [13] **DECLARES** that the Purchaser shall be entitled to notify the Trustee and the Debtors in writing, within 60 days of the date of the issuance of the Certificate, that it seeks the administrative assignment of the rights, benefits, obligations and interests of the Debtors under one or more agreements to which one or more Debtors are party (a "**Proposed Administrative Assignment**" and each such agreement "**Proposed Administrative Assignment Agreement**");

- [14] **ORDERS** the Trustee, within five days of the receipt from the Purchaser of notice of a Proposed Administrative Assigned Agreement, to review such assignment, and:

- (a) if the Trustee approves the Proposed Administrative Assignment, send one or more notices of the Proposed Administrative Assignment to the parties to the applicable Proposed Administrative Assigned Agreement substantially in the form of the draft notice attached hereto as **Schedule "C"** (a "**Notice of Proposed Administrative Assignment**"); or
- (b) if the Trustee does not approve the Proposed Administrative Assignment, inform the Purchaser in writing of its decision (a "**Trustee's Notice**").

- [15] **DECLARES** that:

- (a) if a party to a Proposed Administrative Assigned Agreement has notified the Trustee of its opposition to the Proposed Administrative Assignment within 15 days of the receipt of a Notice of Proposed Administrative Assignment; or
- (b) if the Trustee has issued a Trustee's Notice;

the Trustee or the Purchaser shall be entitled to apply to this Court to seek the assignment of such Proposed Administrative Assigned Agreement.

- [16] **ORDERS** the Trustee, if no party to a Proposed Administrative Assigned Agreement has notified it of an opposition to the Proposed Administrative Assignment within 15 days of the receipt of the Notice of Proposed Administrative Assignment, to issue forthwith and file with the Court a certificate substantially in the form appended as **Schedule "D"** hereto (an "**Administrative Assignment Certificate**");

- [17] **ORDERS and DECLARES** that upon the issuance of an Administrative Assignment Certificate by the Trustee, the rights, benefits, obligations and interests of the Debtors under the agreements mentioned in such Administrative Assignment Certificate (the "**Administrative Assigned Agreements**") shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals of this Court;
- [18] **ORDERS** that all monetary defaults of the Debtors in relation to the Administrative Assigned Agreements (collectively, the "**Assigned Agreements**") — other than those arising by reason only of the insolvency of the Debtors, the commencement of proceedings under the Bankruptcy and Insolvency Act (the "**BIA**") or the failure to perform non-monetary obligations — shall be remedied within 30 days of the date of the filing of the Administrative Assignment Certificate in connection with such Administrative Assigned Agreement(s);
- [19] **ORDERS** that any anti-assignment or consent-to-assignment provisions in any Assigned Agreements shall not restrict, limit, impair, prohibit or otherwise affect the assignment of the Assigned Agreements provided by this Order;
- [20] **ORDERS** that the Assigned Agreements shall be valid and binding and in full force and effect and enforceable by the Purchaser in accordance with their terms for the benefit of the Purchaser;
- [21] **ORDERS and DIRECTS** the Trustee to serve a copy of this Order to every party to the Assigned Agreements;
- [22] **ORDERS and DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof.

#### **Cancellation of Security Registrations**

- [23] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a certified copy of the Certificate (the "**Discharge Order Certificate**") in the form appended as schedule of the Discharge Order (*Ordonnance de radiation*) rendered in the French language concurrently to this Order (the "**Discharge Order**"), to reduce the scope of or strike, as applicable, the registrations listed in **Schedule "E"** hereto in connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations;
- [24] **ORDERS** the registrars under the PPSAs, upon presentation of the required form with a true copy of this Order and the Certificate, to cancel and strike the registrations published pursuant to the applicable PPSAs in respect of the Debtors, including those registrations listed in **Schedule "E"** hereof;

- [25] **ORDERS** the Registrar of Trademarks under the *Trademarks Act* (Canada) and the Registrar of Copyrights under the *Copyright Act* (Canada), upon presentation of a true copy of this Order and the Certificate, to cancel and strike any security interests recorded at the Canadian Intellectual Property Office in respect of the Debtors' trademarks and copyrights, including those security interests listed in Schedule "E" hereof;
- [26] **ORDERS** that, following the delivery of the Certificate to the Purchaser, the Purchaser and its counsel shall be authorized to take all steps as may be necessary to effect the discharge of any Encumbrances as against the Purchased Assets in any applicable jurisdiction, including the United States of America and the United Mexican States (Mexico);
- [27] For greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable date of the Certificate.

#### **Net Proceeds**

- [28] **ORDERS** that the Purchase Price from the sale of the Purchased Assets (net of any applicable deductions or adjustments) shall be remitted to the Trustee for distribution in accordance with applicable legislation upon a final order of this Court;
- [29] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Purchase Price shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price by the Purchaser, all Encumbrances shall attach to the Purchased Price with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

#### **Protection of Personal Information**

- [30] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 or any similar provision of any applicable provincial legislation (collectively, the "**Applicable Privacy Laws**"), the Debtors and the Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to their current and former employees (the "**Disclosed Information**");
- [31] **ORDERS** that the Purchaser shall:
- (i) maintain and protect the Disclosed Information with security safeguards appropriate to the Disclosed information and as may otherwise be required by Applicable Privacy Laws; and

- (ii) use and disclose the Disclosed Information for the purposes for which the Disclosed Information was collected by the Petitioners and as may otherwise be permitted by Applicable Privacy Laws.

### **Validity of the Transaction**

[32] **ORDERS** that notwithstanding:

- (iii) the pendency of these proceedings;
- (iv) any motion for a bankruptcy order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such motion; or
- (v) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Purchaser or the Trustee.

### **Limitation of Liability**

[33] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets.

[34] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Trustee shall benefit from the protection arising under the present paragraph.

### **Administrative Consolidation**

[35] **ORDERS** the consolidation of these BIA proceedings of the Debtors under one single Court file, in file number 200-11-029604-249;

[36] **ORDERS** that all existing and future proceedings, filings, and other matters (including, without limitation, all applications, reports and cash flows) in the BIA proceedings of the Debtors shall henceforth be filed jointly and together by the Debtors, and the Trustee, as applicable, under file number 200-11-029604-249;

[37] **DECLARES** that the consolidation of these BIA proceedings in respect of the Debtors shall be for administrative purposes only and shall not effect a

consolidation of the assets and property or of the debts and obligations of each of the Debtors including, without limitation, for the purposes of any proposal that may be hereafter proposed.

### **General**

- [38] **ORDERS** that the Purchaser or the Trustee or the Debtors shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;
- [39] **ORDERS** that the Purchase Agreement be kept confidential and under seal until the earlier of (a) the closing of the Transaction; or (b) further order of this Court;
- [40] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [41] **DECLARES** that the Debtors or the Trustee shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, for orders which aid and complement the Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Debtors or the Trustee as may be deemed necessary or appropriate for that purpose;
- [42] **REQUESTS** 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 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;
- [43] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.
- [44] **THE WHOLE WITHOUT LEGAL COSTS.**

**Vu la nature urgente de l'affaire, le Tribunal estime que de retarder la signature du présent jugement dans l'attente de la version traduite entraînerait un retard préjudiciable à l'intérêt public ou causerait une injustice ou un inconvénient grave à une des parties au litige. La traduction suivra.**

  
\_\_\_\_\_  
**LISE BERGERON, j.s.c.**

**M<sup>e</sup> Louis Carrière**  
*Fasken Martineau DuMoulin SENCRL, s.r.l.*  
Avocats des débitrices



**M<sup>e</sup> Simon Clément**

**M<sup>e</sup> Jean Legault**

*Lavery, De Billy s.e.n.c.r.l.*

Avocats du syndic

**M<sup>e</sup> Hugo Anthony Babos-Marchand**

**M<sup>e</sup> Marc-Étienne Boucher**

*McCarthy Tétrault s.e.n.c.r.l., s.r.l.*

Avocats de la Banque Nationale

**M<sup>e</sup> Ilia Kravtsov**

*Osler, Hoskin & Hartcourt, S.E.N.C.R.L./s.r.l.*

Avocats de Lolë Brands Canada ULC

**M<sup>e</sup> Arianne Gauthier**

*Ministère de la justice du Canada*

Avocats du Procureur général du Canada

**M<sup>e</sup> Daniel Cantin**

*Revenu Québec / Direction principale du contentieux*

Avocats de Revenu Québec

**M<sup>e</sup> Maya M'Seffar**

*Investissement Québec*

Avocats d'Investissement Québec

Date d'audience : 13 septembre 2024

**Schedule "A"**  
**Description of Purchased Assets**

All right, title and interest in and to all of the tangible and intangible assets, undertaking and properties of the Debtors relating to the Business, wherever located, including (the "**Purchased Assets**"):

- (a) all Accounts Receivable;
- (b) all Products owned by the Debtors, including all products in development by the Debtors;
- (c) all Books and Records (other than the Excluded Books and Records) and, in the case of any Books and Records that are stored in electronic form, the media on which the Books and Records are stored and any back-up related thereto;
- (d) all telephone and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;
- (e) all Intellectual Property;
- (f) all proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;
- (g) all Inventory;
- (h) all rights resulting from or in connection with outstanding purchase orders or in-transit Inventory;
- (i) all Prepaid Expenses, but only to the extent they are related to a Purchased Asset;
- (j) all rights and interests in Insurance Policies, other than insurance policies relating to directors' and officers' insurance or not related to Purchased Assets;
- (k) all rights and claims under all warranties in respect of the Purchased Assets;
- (l) all goodwill associated with the Business or the Purchased Assets, including (i) the right to carry on the Business under the names "Garneau", "Sugoi" and "Sombrio" (ii) all customer lists, files,

data and information relating to past and present customers and prospective customers of the Business; and

(m) all rights to related claims for refunds and rights of set-off,

**For the purposes of this Schedule "A", the following definitions apply:**

**"Accounts Receivable"** means accounts receivable, bills receivable and trade accounts relating to the Business, recorded as receivable in the Books and Records and other amounts due or deemed to be due by any person (other than by the Debtors or one of their affiliates) relating to the Business, including, in each case, all insurance claims receivables relating thereto;

**"Assigned Contracts"** means all on-going business relationships of the Debtors with suppliers and vendors;

**"Books and Records"** means all of the Debtors' books, records, documents, correspondence and files in its possession at the closing relating to the Purchased Assets (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices), including all technical, business, financial, production, processing, inventory, sales, supplier, customer records, plans, documentation and information, all sales and marketing, and other promotional literature and materials, catalogues and similar materials and related artwork, all contracts, licenses, approvals, warranties, manuals, accounting records, copies of Insurance Policies (excluding copies of Insurance Policies relating to directors' and officers' insurance), maintenance and usage logs related to the Purchased Assets, all programs and procedures of the Debtors related to their maintenance, usage or operations;

**"Business"** means the production, distribution, wholesale and retail business of the Garneau, Sugoi and Sombrio brands, as well as the other brands conducted by the Debtors and all activities incidental thereto;

**"Copyrights"** means all U.S., Canadian and foreign copyrights and works of authorship, whether registered or unregistered, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register in the U.S., in Canada or elsewhere and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty;

**"Excluded Books and Records"** means the books of account, financial information and records, accounting information and records and tax information and records of the Debtors, the minute books and corporate records of the Debtors as well as any other books and records of the Debtors

that do not relate exclusively to the Purchased Assets and the Business, (iii) all ongoing business relationships with suppliers and retailers of the Vendors;

**"Insurance Policies"** means the insurance policies maintained by or on behalf of the Debtors, including Account Receivables coverage policies;

**"Intellectual Property"** means U.S., Canadian and foreign intellectual and industrial property rights of any kind worldwide, including all (i) Trademarks; (ii) Patents; (iii) inventions, processes, methods and designs, whether or not patentable and whether or not a patent has been issued or a patent application has been made therefor; (iv) Copyrights; (v) mask works; (vi) Trade Secrets, Know-How, and other proprietary, confidential, or business information; (vii) Software; (viii) usernames, keywords, tags, and other social media identifiers; (ix) rights in the foregoing, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing; and (x) rights of publicity;

**"Inventory"** means all inventories of raw materials, manufactured and purchased parts, work in process, packaging, stores and supplies and unassigned finished goods inventories (which are finished goods not yet assigned to a specific customer order) and all other inventories consistent with what the Debtors have classified under "inventories" in the Debtors unaudited financial statements, in each case owned by the Debtors and held or used in connection with the Business, including any of the above items which is owned by the Debtors but remains in the possession or control of a third party;

**"Know-How"** means scientific, engineering, mechanical, electrical, financial, marketing, practical and other knowledge or experience;

**"Patents"** means all U.S., Canadian and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, as well as all reissues, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and re-examinations, and all rights therein provided by multinational treaties or conventions;

**"Prepaid Expenses"** means all prepaid expenses, deposits or insurance of the Debtors, (but excluding prepaid expenses in respect of directors' and officers' insurance, property taxes, workers'

compensation prepayments, rent relating to the Saint-Augustin-de-Desmaures lease and other Excluded Liabilities), in all cases to the extent such amounts are transferable to the Purchaser;

**"Products"** means any and all products that were developed, manufactured, marketed, distributed or sold by or on behalf the Debtors as part of the Business, including all products in development by the Debtors;

**"Software"** means all computer software programs (whether in source code, object code, or other form) and software systems, related documentation and any rights relating to the foregoing;

**"Trademarks"** means, together with the goodwill associated therewith, all trademarks, service marks, trade dress, logos, slogans, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, social media identifiers, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States, and the trademark offices of other nations and other jurisdictions throughout the world and all rights therein, including those provided by multinational treaties or conventions;

**"Trade Secrets"** means trade secrets and other confidential or proprietary ideas, concepts, methods, processes and information (including customer and supplier lists, business plans, market surveys and market research studies);

**Schedule "B"**  
**Draft Certificate of the Trustee**

**SUPERIOR COURT**  
**(COMMERCIAL DIVISION)**

Canada  
Province of Québec  
District of Québec  
No.:

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**In the matter of the Bankruptcy and Insolvency Act, RSC 1985, c B-3 of:**

**LOUIS GARNEAU SPORTS 5.0 INC.**

**LOUIS GARNEAU SPORTS INC.**

**GESTION STRADA INC.**

**9056-1051 QUÉBEC INC.**

**SUGOI GLOBAL INC.**

Debtors

**-and-**

**FTI CONSULTING CANADA INC.**

Trustee under the notices of intention to make a proposal of the Debtors

**-and-**

**LOLÉ BRANDS CANADA ULC**

Purchaser

**-and-**

**NATIONAL BANK OF CANADA**

**INVESTISSEMENT QUÉBEC**

Secured Lenders

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS  
(QUÉBEC)

Mises-en-Cause

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CERTIFICATE OF THE TRUSTEE

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**RECITALS:**

**WHEREAS** on September 1, 2024, the Court issued an Approval, Assignment and Vesting Order (the "**Vesting Order**") thereby, *inter alia*, authorizing an agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between the Debtors, as vendor, and the Purchaser, as purchaser, copy of which was filed in the Court record, and into all the transactions contemplated therein (the "**Transaction**").

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the Trustee once the (a) the Purchase Agreement has been executed and delivered in accordance with the terms and subject to the conditions of the Purchase Agreement; and (b) the cash Purchase Price (as defined in the Purchase Agreement) has been delivered by the Purchaser to the Trustee; and (c) all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

**THE TRUSTEE CERTIFIES AS TO THE FOLLOWING:**

- (a) the Purchase Agreement has been executed and delivered;
- (b) the cash Purchase Price (as defined in the Purchase Agreement) has been satisfied by the Purchaser upon the closing of the Transaction in accordance with the terms and subject to the conditions of the Purchase Agreement; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

FTI CONSULTING CANADA INC., as trustee under the notices of intention to make a proposal of the Debtors, and not in its personal or corporate capacity.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## Schedule "C"

### Draft Notice of Proposed Administrative Assignment

Date: •  
To: • ("you")

**Re: Superior Court, District of Québec, No • (Louis Garneau)**

We represent • in the matter of the notices of intention under the Bankruptcy and Insolvency Act (the "BIA") of Louis Garneau Sports 5.0 Inc., Louis Garneau Sports Inc., Gestion Strada Inc., 9056-1051 Québec Inc., Louis Garneau Holding Inc., Louis Garneau U.S.A., Inc., New Usa LLC, Garneau Mexico, S. De R.L. De C.V., Louis Garneau Mexico, S. De R.L. De C.V. and Sugoi Global Inc. (collectively, the "Debtors").

We refer to the attached Approval, Assignment and Vesting Order dated [•] rendered by the Superior Court, District of Québec, in Court file No • (the "Order"), and the following agreement(s) (collectively, the "Agreement") to which you and one or more Debtors are parties: [•].

We have been notified by LOLE Brands Canada ULC (the "Purchaser") that it seeks the assignment of the rights, benefits, obligations and interests of the Debtors under the Agreement, and FTI Consulting Canada Inc., as trustee under the notices of intention to make a proposal of the Debtors (the "Trustee") has approved such assignment (the "Proposed Administrative Assignment").

If you oppose the Proposed Administrative Assignment, you must inform the Trustee in writing by email at • of your grounds for opposition at the latest 15 days after the receipt this notice, failing which the rights, benefits, obligations and interests of the Debtors under the Agreement shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals.

If you agree with the Proposed Administrative Assignment you have nothing to do. The rights, benefits, obligations and interests of the Debtors under the Agreement will be automatically and irrevocably assigned to the Purchaser after 15 days of the receipt of this notice.

More information can be obtained on the restructuring of the Debtors at [https://www.●](https://www.)

**Schedule "D"**  
**Draft Administrative Assignment Certificate**

**SUPERIOR COURT**  
**(COMMERCIAL DIVISION)**

Canada  
Province of Québec  
District of Québec  
No.: ●

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**In the matter of the Bankruptcy and Insolvency Act, RSC 1985, c B-3 of:**

**LOUIS GARNEAU SPORTS 5.0 INC.**

**LOUIS GARNEAU SPORTS INC.**

**GESTION STRADA INC.**

**9056-1051 QUÉBEC INC.**

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-and-

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Trustee under the notices of intention to make a proposal of the Debtors

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**LOLÈ BRANDS CANADA ULC**

Purchaser

-and-

**NATIONAL BANK OF CANADA**

**INVESTISSEMENT QUÉBEC**

Secured Lenders

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS  
(QUÉBEC)**

Mises-en-Cause

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**ADMINISTRATIVE ASSIGNMENT CERTIFICATE**

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**RECITALS:**

On •, 2024, the Superior Court, District of Québec, rendered an Approval, Assignment and Vesting Order in Court file No • (the “**Order**”), which orders the issuance and filing by the Trustee of this Administrative Assignment Certificate.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Order.

**THE TRUSTEE CERTIFIES THE FOLLOWING:**

1. The Trustee has received copy of a notice in writing from the Purchaser to the Debtors within 60 days of the issuance of the Order that it seeks the administrative assignment of the rights, benefits, obligations and interests of the Debtors under the following Agreements to which one or more Debtors are party to: • (the “**Proposed Administrative Assignment**” and the “**Proposed Administrative Assigned Agreements**”).
2. The Trustee has reviewed and approved the Proposed Administrative Assignment.
3. The Trustee has received a copy of one or more Notices of Proposed Administrative Assignment sent by the Debtors to the parties to the Proposed Administrative Assigned Agreements.
4. No party to the Proposed Administrative Assigned Agreements has notified it of an opposition to the Proposed Administrative Assignment within 15 days of the receipt of the Notice of Proposed Administrative Assignment.

Dated •

FTI CONSULTING CANADA INC., as trustee under the notices of intention to make a proposal of the Debtors, and not in its personal or corporate capacity.

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## **Schedule "E"**

### **Encumbrances to be discharged**

- 1. Conventional hypothec without delivery granted by Louis Garneau Sports Inc., Sugoi Global inc., Louis Garneau Sports 5.0 Inc. and Gestion Strada Inc. in favour of National Bank of Canada registered at the Register of personal and movable real rights («RPMRR») on November 30, 2020 under number 20-1246882-0001.**
- 2. Conventional hypothec without delivery granted by Louis Garneau Sports Inc., Sugoi Global inc., Louis Garneau Sports 5.0 Inc. and Gestion Strada Inc. in favour of Investissement Québec registered at the RPMRR on December 2, 2020 under number 20-1259727-0001.**
- 3. Conventional hypothec without delivery granted by Louis Garneau Sports Inc., Sugoi Global Inc., Louis Garneau Sports 5.0 Inc., Gestion Strada Inc., 9056-1051 Québec Inc. and Louis Garneau Holding Inc. in favour of National Bank of Canada registered at the RPMRR on September 1, 2022 under number 22-0965657-0001.**
- 4. Conventional hypothec without delivery granted by Sugoi Global Inc. in favour of National Bank of Canada registered at the RPMRR on August 22, 2018 under number 18-0920712-0001.**
- 5. Conventional hypothec without delivery granted by Louis Garneau Sports Inc. in favour of National Bank of Canada registered at the RPMRR on August 22, 2018 under number 18-0920712-0002.**
- 6. Bank Act registration number 01319299 filed on August 23, 2018 granted by Sugoi Global Inc. in favor of National Bank of Canada.**