

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act, RSC 1985, c B-3)

No.: 500-11-057985-208

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

STOKES INC., a legal person having its registered
office at 5660 Ferrier Street, Mont-Royal, Québec,
H4P 1M7

Debtor / Petitioner

-and-

RICHTER ADVISORY GROUP INC., a legal person
having a place of business at 1981 McGill College
avenue, Suite 1100, Montréal, Québec, H3A 0G6

Trustee

**APPLICATION FOR AN ORDER APPROVING AN
ADMINISTRATION CHARGE, A D&O CHARGE, A CONSULTING
AGREEMENT AND SALE GUIDELINES AND GRANTING
ANCILLARY RELIEF**

(Sections 64.1 and 64.2 of the *Bankruptcy and Insolvency Act*)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OR THE
REGISTRAR, SITTING IN COMMERCIAL DIVISION, IN THE JUDICIAL DISTRICT OF
MONTRÉAL, THE DEBTOR/PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:**

I. INTRODUCTION

1. On February 18, 2020, the Debtor/Petitioner Stokes Inc. ("**Stokes**" or the "**Company**") filed a Notice of intention to make a proposal ("**NOI**") under the relevant provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**") and Richter Advisory Group Inc. was appointed as trustee thereto (the "**Trustee**"), the whole as appears from a copy of the certificate of filing filed in support hereof as **Exhibit P-1**.

2. Stokes respectfully requests that this Honourable Court render the orders sought herein to, *inter alia*:
 - (a) Approve and ratify the CRA Engagement Letter (as defined below);
 - (b) Approve and ratify a Consulting Agreement (as defined below);
 - (c) Authorize Stokes, with the assistance of the Consultant (as defined below) to conduct the Sale (as defined below) in the Closing Stores (as defined below) in accordance with the terms of the Order to be rendered in connection with the present Application, the Consulting Agreement and the Sale Guidelines (as defined below);
 - (d) Grant an Administration Charge and a D&O Charge (as such terms are defined below); and
 - (e) Grant certain ancillary relief with a goal of facilitating the present proceedings.

II. COMPANY OVERVIEW

A. Background and operations

3. Stokes is a privately-owned company governed by the *Business Corporations Act* (Québec), CQLR c S-31.1, incorporated in 1957, as appears from a copy of its registration on the *Registre des entreprises*, a copy of which is filed in support hereof as **Exhibit P-2**. Its registered office is located in Montréal, Québec.
4. Stokes is a subsidiary of Stokes Canada Inc. ("**Stokes Canada**").
5. Stokes is a leading tableware, kitchenware and home décor retailer founded in 1935 and headquartered in Montréal, Québec. The Company has retail operations across Canada.
6. Stokes operates its retail business from a total of 147 retail stores in all of Canada's provinces (each a "**Store**", collectively, the "**Stores**"), located in Canada's major cities, as well as other urban areas. The Company also sells its merchandise through its online business at www.stokesstores.com. Finally, the Company has one distribution centre and one warehouse both of which are located in Montréal, Québec (the "**DCs**").
7. The Company does not own any immovable property. All premises occupied by Stokes are leased from third party landlords.
8. The Company sells a variety of merchandise, including merchandise primarily marketed under the "Stokes" and "Thinkkitchen" brands. All intellectual property rights in connection with the "Stokes", "Thinkkitchen" and other private label brands are owned by Stokes Canada or other affiliated entities.

9. As of the date hereof, Stokes has approximately 1400 full-time and part-time employees. The Company's workforce is not unionized and the Company does not maintain a pension plan.
10. Other stakeholder groups, in addition to Scotia and HSBC (both defined and described below), include vendors of inventory, suppliers of services, landlords and other parties.

B. Operational and financial difficulties

11. Stokes, like many other retail chains, fell victim in recent years to adverse macro-trends, including changing consumer preferences, expensive leases and a general shift away from brick-and-mortar to online retail channels.
12. Increased competition from discount and online retailers has exerted significant downward pressure on pricing and margins and, notwithstanding the Company's efforts to implement measures to improve its performance, it has not been able to return to profitability.
13. In addition, several factors have contributed to Stokes' financial difficulties, including the following:
 - (a) Store performance in Western Canada and Alberta in particular has been below expectations;
 - (b) The increase of the minimum wage across several regions has affected the cost of instore labour;
 - (c) The high cost of rent in certain store locations as a result of certain existing long term leases; and
 - (d) Significant costs and lost revenue resulting from the implementation of a new enterprise resource planning system ("**ERP**") and new warehouse management system ("**WMS**") discussed in greater detail further below.
14. Due to the age, instability and lack of software support for its existing ERP and WMS systems, in June 2019, the Company implemented new ERP and WMS systems. Unfortunately, while the implementation of the ERP system went relatively smoothly, the implementation of the WMS system led to material operational difficulties which impaired the Company's ability to replenish its Stores with adequate levels of inventory in a timely manner.
15. While Stokes believed that the transition from the old to the new WMS would improve operations, several major issues surfaced, including:
 - (a) Integration and communication issues between the new WMS system and the new ERP system;

- (b) Logistical issues including inefficient stock picking as well as physical layout and structural challenges in the DCs; and
 - (c) Significant time and resource commitments at all levels in the organization (management, accounting, IT and operations) to address the above-noted challenges.
16. While Stokes worked hard to address the above-noted issues in a timely fashion, the WMS issues caused the Stores to experience serious inventory replenishment issues and lower than required inventory levels for several months, including most notably, during the peak selling season of November and December.
17. Since the implementation of the ERP and WMS systems commenced in June 2019, Stokes has been engaged in significant efforts to address the WMS issues and the resulting decline in sales. In addition, the Company has implemented a series of operational turnaround initiatives focused on correcting the WMS issues, optimizing and rationalizing store operations, changing promotional initiatives, closing underperforming Stores, improving its e-commerce business, developing strategies to improve profitability and conducting an overhead structure review to identify potential synergies and cost savings.
18. Unfortunately, the turnaround initiatives described above have not been sufficient to offset the on-going decline in sales, margins and profitability suffered over the last several years.

C. Financial Results

19. For the eleven month period ending December 28, 2019, Stokes recorded a net loss before taxes of approximately \$ 6,014,000, as appears from the internal financial statements of the Company, referred to in the Trustee's report to be filed in support hereof (the "**Trustee's Report**").
20. For the twelve month periods ending on January 26, 2019 and January 27, 2018, Stokes recorded net losses before taxes of approximately \$656,000 and \$2,456,000 respectively, as appears from the Company's audited financial statements, filed in support hereof under seal as **Exhibit P-3**.

III. INDEBTEDNESS AND OBLIGATIONS

21. The material aspects of Stokes' indebtedness and obligations are as follows.

A. Secured Indebtedness

22. Stokes, Stokes Canada and certain other affiliated parties are party to a Loan Agreement dated as of June 17, 2014 with Scotiabank Asset Finance (a division of the Bank of Nova Scotia) ("**Scotia**"), as amended from time to time, a copy of which is filed in support hereof with its amendments, *en l'iasse* and under seal, as

Exhibit P-4, pursuant to which Scotia provides Stokes with a secured asset-based revolving credit line and certain other credit facilities (the “**Scotia Loan**”).

23. The obligations of Stokes under the Scotia Loan are secured by first ranking hypothecs and liens on substantially all of the Company’s assets (collectively, the “**Scotia Security**”).
24. The Scotia Loan is used by the Company to fund its working capital requirements and for general purposes. Advances are made based on the amount of available credit, which varies based on the value of the collateral, including inventory and accounts receivable.
25. As of February 18, 2020, the outstanding aggregate indebtedness owing to Scotia under the Scotia Loan totalled approximately CAD 6,600,000 and USD 2,300,000, excluding interest, costs, fees and expenses.
26. As a result of certain events of default that occurred under the Scotia Loan, on February 18, 2020, Stokes and certain affiliated parties entered into a Forbearance Agreement (the “**Forbearance Agreement**”) with Scotia, a copy of which is filed in support hereof under seal as **Exhibit P-5**. The Forbearance Agreement sets out the terms and conditions under which Scotia has agreed to tolerate the various defaults under the Scotia Loan and to continue to finance Stokes’ operations during these restructuring proceedings.
27. The Forbearance Agreement was necessary to ensure that Stokes would have access to financing during the NOI proceedings.
28. As will appear from the First Trustee’s Report, to be filed concurrently herewith (the “**Trustee’s Report**”), the Trustee will retain independent legal counsel, which is to conduct a review of the Scotia Security and the HSBC Security (as defined below) in order to confirm the validity of same.
29. Stokes also entered into various agreements for the financing of the acquisition of certain equipment, for use in the Company’s premises. Namely, the Company has entered into sale and lease-back arrangements with HSBC Bank Canada (“**HSBC**”) for the purchase of ERP equipment, in respect of which certain security registrations have been made (the “**HSBC Security**”). A copy of the registrations effected by HSBC on the Register of Personal and Movable Real Rights (Québec) and on the Personal Property Security Registration (Ontario) is filed *en liasse* in support hereof as **Exhibit P-6**. As of the date of the NOI, amounts owing to HSBC are current.

B. Amounts Due to Unsecured Creditors

30. As of February 18, 2020, Stokes owed an aggregate amount of approximately \$11.4 million to various unsecured creditors including suppliers, employees and landlords.

C. Employee Obligations

31. The gross accrued normal pay obligations on a bi-weekly basis total approximately \$900,000. Normal pay obligations are paid every two weeks to Stokes' employees, with the next pay being due on February 27, 2020.
32. Stokes provides vacation time to its employees as a paid time-off benefit. The duration of vacation benefits varies on the employee's location, position and amount of time employed. The estimated amount of accrued, unused vacation time as of January 31, 2020 was approximately \$ 1,200,000.

IV. RESTRUCTURING OBJECTIVES AND RELIEF SOUGHT

33. Despite its recent restructuring efforts and following extensive analysis and consideration, Stokes concluded that its best alternative was to engage in a formal restructuring process in order to achieve the best possible outcome for its stakeholders.
34. With the assistance of the Chief Restructuring Advisor (as defined below), its management team and its other advisors, Stokes determined that the best course of action in the current circumstances is to reduce its Canadian retail footprint through the liquidation and closure of 43 Stores (with the possibility of including approximately 20 additional Stores, collectively the "**Closing Stores**") and to continue implementing measures to reduce operating costs and increase warehouse productivity the whole with the view to returning to profitability as soon as possible.
35. In order to achieve its objectives, Stokes, with this Court's approval, is seeking the orders required to implement the initiatives further described below.

A. Engagement of FAAN Advisors Group Inc.

36. As part of its restructuring efforts, on or about January 29, 2020, the Company retained FAAN Advisors Group Inc. (headed by Naveed Manzoor, below the "**Chief Restructuring Advisor**") to assist Stokes in its restructuring efforts. The Chief Restructuring Advisor's mandate includes, *inter alia* assisting Stokes with the identification and implementation of restructuring initiatives, including the Sale (as defined below) and the development of a proposal its creditors.
37. The Chief Restructuring Advisor has significant experience in retail restructurings, both in and out of court, and will provide its experience and expertise to the Company throughout the course of these restructuring proceedings, for the benefit of all of its stakeholders. A copy of the redacted engagement letter with Stokes (the "**CRA Engagement Letter**") is filed in support hereof as **Exhibit P-7**, with an unredacted copy filed in support hereof under seal as **Exhibit P-8**.
38. The CRA Engagement Letter provides for a monthly fee and a success fee earned if certain conditions are met. Further, it contemplates that (i) it be ratified and

approved by the Court in the circumstances where insolvency proceedings are initiated in respect of Stokes, and (ii) obligations owed to Chief Restructuring Advisor by Stokes be secured by a charge.

39. It is in Stokes' stakeholders' best interest that the CRA Engagement Letter be approved and ratified by the Court, and that Stokes' obligations owed to the Chief Restructuring Advisor be secured as part of the Administrative Charge, defined below.
40. The services provided by the Chief Restructuring Advisor will be essential to a successful and timely restructuring of the Company's business.
41. The CRA Engagement Letter provides, *inter alia*, that all amounts owing thereunder be secured by a court-ordered charge. Therefore, it is contemplated that the Administration Charge (as defined below) shall notably enure to the benefit of the Chief Restructuring Advisor.
42. It is a condition of the Forbearance Agreement (as defined below) that the Chief Restructuring Advisor be engaged by Stokes.
43. As will appear from the Trustee's Report, the Trustee is supportive of the CRA Engagement Letter.
44. Accordingly, Stokes respectfully requests that the CRA Engagement Letter be approved and ratified by this Court, retroactively to the date of its signature.

B. Closing Store Liquidation

45. As indicated above, the Company, in consultation with the Trustee and the Chief Restructuring Advisor, conducted an analysis of the performance of each of its Stores and determined that it would be in the best interest of all of its stakeholders to proceed with the liquidation and closing of the Closing Stores, with the assistance and expertise of the Consultant (as defined below).
46. In order to maximize the realization from the Sale at the Closing Stores, the Company, with the assistance of the Trustee, solicited offers from several liquidators. Following such solicitation process, two offers (the "**Offers**") were received by Stokes from potentially interested liquidators.
47. Following an analysis of the Offers, the Company, Scotia and the Chief Restructuring Advisor agreed that the most advantageous offer was the offer submitted by a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada, ULC (collectively the "**Consultant**").
48. The Consultant has extensive experience in conducting retail liquidations and has led numerous significant inventory dispositions for Canadian retailers including Sears, Target, Zellers, Macy's, Linens -N- Things, Bed Bath & Beyond and JC Penney, to name a few.

49. Stokes has negotiated and executed an agreement dated February 20, 2020 (the “**Consulting Agreement**”) with the Consultant, which remains subject to approval of this Court, pursuant to which the Consultant will serve as Stokes’ exclusive consultant to advise the Company with respect to the liquidation of Stokes’ inventory and furnishings, fixtures and equipment in the Closing Stores. The Sale is to be conducted in accordance with the Sale Guidelines (as defined below).
50. The key terms of the Consulting Agreement are as follows:
- (a) The Consultant will serve as the exclusive consultant to Stokes to conduct a “store closing,” “everything must go,” “sale on everything,” and other mutually agreed upon themed sale of the inventory, equipment and fixtures located in the Closing Stores (the “**Sale**”);
 - (b) The Sale is expected to last from the date of the issuance of the order sought herein to May 24, 2020 (the “**Sale Term**”);
 - (c) All expenses incident to the conduct of the Sale and the operation of the Liquidation Stores during the Sale Term will be borne by Stokes; and
 - (d) In consideration of its services, the Company will pay the Consultant a fee based upon a percentage of the aggregate net proceeds of the Sale.

A copy of the Consulting Agreement is filed in support hereof under seal as **Exhibit P-9**, with a redacted copy filed in support hereof under seal as **Exhibit P-9.A**.

51. Furthermore, as security for the payment and performance by Stokes of all of its obligations to the Consultant under the Consulting Agreement, Stokes is required to remit to the Consultant a deposit in the amount of \$75 000, free of all claims and encumbrances “including any court order charges and deemed trust) of creditors and other stakeholders of Stokes (the “**Deposit**”). The Deposit will be applied against amounts payable or reimbursable by Stokes to the Consultant under the Consulting Agreement.
52. The Sale shall be subject to the sale guidelines attached to the Consulting Agreement as Exhibit 3 (the “**Sale Guidelines**”), which guidelines have substantially been approved in the context of multiple court-approved closing sales, notably in Québec. The Company is seeking Court approval of the Sale Guidelines.
53. As provided under the Consulting Agreement, the Company will be honouring all gift cards and certificates during the Sale. All sales made in the context of the Sale will be final.
54. It is in Stokes’ stakeholders’ best interest that the Consulting Agreement be approved by the Court, in order to proceed with the commencement of the Sale in the briefest of delays with a view to maximizing recoveries for all stakeholders.

55. Stokes respectfully submits that:
- (a) The process leading to the conclusion of the Consulting Agreement was reasonable under the circumstances;
 - (b) No superior Offer was received as part of the solicitation process; and
 - (c) Any additional solicitation efforts would be unlikely to yield a significantly better offer, and would result in additional costs and delays.
56. It is a condition of the Forbearance Agreement that the Consultant be retained by Stokes. Scotia has indicated that it approves the terms of the Consulting Agreement, subject to approval of the Court.
57. As will appear from the Trustee's Report, the Trustee is supportive of the Consulting Agreement, the Sale Guidelines and the transactions contemplated therein.

C. Priority Charges

58. The Company respectfully requests that this Court grant the following super-priority charges on all of the present and future assets, property and undertaking of Stokes, ranking after the Scotia Security and the HSBC Security but ahead of the claims of all other secured and unsecured creditors, in the following order of priority:
- (a) A charge to the benefit of the Trustee and its counsel, counsel to Stokes, and the Chief Restructuring Advisor as security for their respective fees and disbursements relating to services rendered in respect of Stokes up to a maximum amount of \$750,000 (the "**Administration Charge**"); and
 - (b) A charge to the benefit of the Director and Officers (as defined below) in the amount of \$500,000 (the "**D&O Charge**").
59. Stokes will only be able to bring the current proceedings to fruition with the continued participation of the Company's director and officers (the "**Director and Officers**"), its management and employees. These personnel are essential to the viability of the company's restructuring efforts.
60. Although Stokes intends to comply with all applicable laws and regulations, including the timely remittance of deductions at source and federal and provincial sales tax, the Director and Officers are nevertheless concerned about the potential liability in the context of the present proceedings.
61. The Director and Officers currently do not benefit from directors and officers' insurance coverage, which further exacerbates the risk to which the Directors and Officers may be exposed in assisting Stokes during these proceedings.

- 62. The amount of the D&O Charge takes into account payroll obligations, vacation pay obligations, employee source deduction obligations and sales tax obligations that may arise during these proceedings. It is expected that all these amounts will be paid by the Company in the normal course.
- 63. The D&O Charge is intended to allow the Director and Officers to focus their efforts on these restructuring proceedings, for the benefit of all stakeholders.
- 64. The Trustee is supportive of the Administration Charge and the D&O Charge.

D. Bi-Monthly Rent Payments

- 65. Stokes hereby seeks authorization to make its rental payments on a bi-monthly basis, as opposed to a monthly basis.
- 66. It is anticipated that this measure will ease the pressure on the Company's cash flow during the restructuring.
- 67. Stokes' respectfully submits that Stokes' landlords will continue to receive rental payments for the post-filing period under their respective leases and will not suffer any material prejudice from this measure.

V. CONFIDENTIALITY

- 68. Stokes is privately owned and has no statutory disclosure obligations under applicable securities laws. It has no obligation to publicly disclose its financial statements.
- 69. Stokes does not wish to share this information with the general public, notably its competitors.
- 70. The Company respectfully submits that exhibits P-3, P-4, P-5, P-8 and P-9, as well as all financial statements produced and/or communicated in the context of the present proceedings should be kept strictly confidential and should be kept under seal along with the sensitive commercial agreements to which Stokes is a party. Such information will be made available to creditors of the Company who make a request therefor and execute a confidentiality agreement.
- 71. Public disclosure of such sensitive financial information and documentation would be very prejudicial to Stokes and its stakeholders, notably due to the potential use of this information by its competitors.

VI. CONCLUSION

- 72. The Trustee has indicated that it will be filing the Trustee's Report which shall contain information in respect of the matters addressed in the present Application.

73. As will appear from the Trustee's Report, the Trustee supports the present Application.
74. For the reasons set forth above, the Company respectfully submits that it is both appropriate and necessary that this Honourable Court render the orders sought herein.

FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

GRANT the Application for an order approving an Administration Charge, a D&O Charge, a Consulting Agreement and Sale Guidelines and granting ancillary relief (the "**Application**");

ISSUE an order substantially in the form of the draft order filed in support of the Application as **Exhibit P-10**;

THE WHOLE WITHOUT COSTS, save in the event of contestation.

MONTRÉAL, February 20, 2020

Osler, Hoskin & Harcourt LLP

Osler, Hoskin & Harcourt LLP

Mtre. Sandra Abitan

Mtre. Julien Morissette

Mtre. Iliia Kravtsov

Attorneys for Debtor / Petitioner

STOKES INC.

1000 de La Gauchetière Street West
Suite 2100

Montréal, Québec H3B 4W5

Telephone: (514) 904-8100

Fax: (514) 904-8101

Email: sabitan@osler.com |

jmorissette@osler.com |

ikravtsov@osler.com

Email notification:

notificationosler@osler.com

Our file: 1206825

AFFIDAVIT

I the undersigned, Mohammad Rahaman, domiciled for the purpose hereof at 5660 Ferrier Street, Montréal, Province of Québec, H4P 1M7, solemnly declare the following:

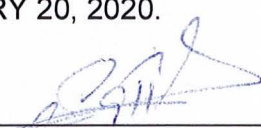
1. I am the Senior Vice-President of Finance and Administration of the Debtor / Petitioner Stokes Inc. and a duly authorized representative of the Debtor / Petitioner for the purposes hereof.
2. I have taken cognizance of the attached Application for an order approving an Administration Charge, a D&O Charge, a Consulting Agreement and Sale Guidelines and granting ancillary relief (the "**Application**").
3. All of the facts alleged in the Application of which I have personal knowledge are true.
4. Where I have obtained facts alleged in the Application from others, I believe them to be true.

AND I HAVE SIGNED:



Mohammad Rahaman

SOLEMNLY DECLARED BEFORE
ME IN MONTRÉAL, QUÉBEC, ON
FEBRUARY 20, 2020.



Commissioner for Oaths for the
Province of Québec



NOTICE OF PRESENTATION

AND TO: STIKEMAN ELLIOTT LLP
c/o Joseph Reynaud | jreynaud@stikeman.com
Counsel for Richter Advisory Group Inc.
1155 René Lévesque Blvd West
Suite 4100
Montréal, QC H3B 3V2

AND TO: BANK OF NOVA SCOTIA
c/o Gerry Kandestin | gkandestin@kklex.com
and Jeremy Cuttler | jcuttler@kklex.com
KUGLER KANDESTIN LLP
1 Place Ville Marie
Suite 1170
Montréal, QC H3B 2A7

AND TO: TIGER ASSET SOLUTIONS CANADA, ULC
GA RETAIL CANADA ULC
c/o Marc-André Morin | mamorin@fasken.com
FASKEN, MARTINEAU DUMOULIN LLP
800 Victoria Square
Suite 3500
Montreal, QC H4Z 1E9

AND TO: BCIMC REALTY CORPORATION
HAZELDEAN MALL LP
WHITE OAKS MALL HOLDINGS LTD.
c/o Me John C. Wolf | jwolf@blaney.com
BLANEY MCMURTRY LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

AND TO: 7503067 CANADA INC.
BAYSHORE SHOPPING CENTRE LTD.
CADILLAC FAIRVIEW CORPORATION LTD.
CANAPEN (HALTON) HOLDINGS LTD
COMINAR REAL ESTATE INVESTMENT TRUST
CPPIB UPPER CANADA MALL INC.
CROSSIRON MILLS HOLDINGS INC.
FAIRVIEW POINTE-CLAIRE LEASEHOLDS INC.
GUILDFORD TOWN CENTRE LP
IC SPG POC AT EDMONTON LP
IVANHOE CAMBRIDGE II INC.
IVANHOE CAMBRIDGE INC.
IVANHOE STE-FOY INC.
KS BAYSHORE INC.
LE CARREFOUR LAVAL LEASEHOLDS INC.
LES GALERIES D'ANJOU LEASEHOLD INC.
LES GALERIES DE LA CAPITALE HOLDINGS INC.
LES PROMENADES ST-BRUNO LEASEHOLDS INC.
MARKET MALL LEASEHOLDS INC.
ONTREA INC.
OPB (TDC) INC.
OXFORD PROPERTIES RETAILS HOLDINGS II INC.
PLACE LAURIER HOLDINGS INC.
QUARTIER DIX30 MANAGEMENT L.P.
SEASONS RETAIL CORP.
THE OUTLET COLLECTION AT WINNIPEG LTD.
c/o Me François Viau | francois.viau@gowlingwlq.com
Me Alexandre Forest | alexandre.forest@gowlingwlq.com
GOWLING WLG (CANADA) LLP
3700 - 1 Place Ville Marie
Montréal, QC H3B 3P4

AND TO: CROMBIE DEVELOPMENTS LIMITED
c/o Me S. Michael Citak | mcitak@grllp.com
GARDINER ROBERTS LLP
Bay Adelaide Centre – East Tower
22 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3

AND TO: 1451945 ONTARIO LTD. AND TIMMINS SQUARE SHOPPING CENTRE INC.
1663321 ONTARIO INC. AND 1414614 ONTARIO INC.
2046459 ONTARIO INC.
3934390 CANADA INC.
713949 ONTARIO LTD.
CAMERON CORPORATION AND GROSVENOR CANADA LTD.
CENTRES COMMERCIAUX GATINEAU LTD.
CORNWALL CENTRE INC.
DEVONSHIRE MALL LIMITED
HOOPP REALTY INC.
KS HERITAGE PLACE INC.
LANSDOWNE PLACE INC.
LES FACTORIES SAINT SAUVEUR (2003) INC.
LONDONDERRY SHOPPING CENTRE INC.
MIDTOWN PLAZA INC.
MORGUARD INVESTMENTS LTD.
MORGUARD REAL ESTATE INVESTMENT TRUST
NEW SUDBURY HOLDINGS INC.
OPB REALTY INC.
PFS RETAIL TWO INC.
PINE CENTRE HOLDINGS INC.
PLACE ROSEMÈRE INC.
PRAIRIE MALL BUILDING LTD.
REVENUE PROPERTIES COMPANY LTD.
RIOCAN HOLDINGS (QUÉBEC) INC.
RIOCAN HOLDINGS INC.
RIOCAN MANAGEMENT INC.
RIOKIM HOLDINGS (PEI) INC.
SCREO I DIXIE OUTLET MALL INC.
c/o Me Linda Galessiere | lgalessiere@clegal.ca
CAMELINO GALESSIERE LLP
6 Adelaide Street East
Suite 220
Toronto, ON M5C 1H6

AND TO: CATARAQUI HOLDINGS INC.
LUNDY'S LANE PORTFOLIO INC.
ORCHARD PARK SHOPPING CENTRE HOLDINGS INC.
PETER POND SHOPPING CENTRE CORP.
PLACE D'ORLEANS HOLDINGS INC.
PRIMARIS MANAGEMENT INC.
REGENT MALL HOLDINGS INC.
ST. ALBERT CENTRE HOLDINGS INC.
SUNRIDGE MALL HOLDINGS INC.
c/o Me Catherine Francis | cfrancis@mindengross.com
Me Rachel Moses | rmoses@mindengross.com
Karen Fox | kfox@mindengross.com
MINDEN GROSS LLP
145 King Street West
Suite 2200
Toronto, ON M5H 4G2

AND TO: 152810 CANADA INC.
CARREFOUR RICHELIEU REALTIES LTD.
CENTRE COMMERCIAL TERREBONNE LTEE
CENTRE COMMERCIAL-MANICOUAGAN LTEE
CENTRE VALLEYFIELD LTEE
I.G. INVESTMENT MANAGEMENT LTD.
NORTREE DEVELOPMENT LTD.
PLACE VERTU HOLDINGS INC.
WESTCLIFF MANAGEMENT
WESTCLIFF REALTIES (LÉVIS) INC.
c/o Me Sharyn Gore | sgore@westcliff.ca
WESTCLIFF MANAGEMENT INC.
600 De Maisonneuve Boulevard West
Suite 2600
Montréal, QC H3A 3J2

AND TO: 2023011 ONTARIO LTD.
c/o Fishman Holdings North America -
Real Estate Group
16775 Yonge Street
Newmarket, ON L3Y 8J4

2467847 ONTARIO INC.
c/o Windsor Crossing Premium
Outlets
170 Industrial Parkway North
Unit A1
Aurora, ON L4G 4C3

785 WONDERLAND ROAD INC.
c/o McCOR Management
21 St. Clair Avenue East
Suite 1201
Toronto, ON M4T 1L9

9139-6366 QUEBEC INC.
c/o Centre Vaudreuil Administration
324 Aimé-Vincent Street
Vaudreuil-Dorion, QC J7V 5V5

9257-4748 QUÉBEC INC.
AND
MONTEZ L'OUTAOUAIS INC.
c/o Oxford Properties Group –
Vice-President, Real Estate
Management Legal Services
200 Bay Street
Suite 900
Toronto, ON M5J 2J2

**ALGOMA CENTRAL PROPERTIES
INC.**
c/o Vice President, Real Estate
421 Bay Street
Suite 608
Sault Ste Marie, ON P6A 1X3

**ARMAND OUTZMEGUINE
AND
DANIEL DANINO**
c/o Lessor
102 Stratford Road
Hampstead, QC H3X E31

BEAUWARD REAL ESTATE INC.
c/o Galeries St-Hyacinthe
Administration Office
430 Arthur-Sauvé Boulevard
Suite 6010
St-Eustache, QC J7R 6V7

BEAUWARD SHOPPING CENTRES LTD.

c/o Galeries Joliette Administration
Office
430 Arthur-Sauvé Boulevard
Suite 6010
St-Eustache, QC J7R 6V7

BROMONT VILLAGE INVESTMENTS LTD.

c/o Groupe Quint - President
245 Victoria Street
Suite 801
Westmount, QC H3Z 2M6

CALLOWAY REIT (LAVAL E) INC.

c/o SmartCentres REIT
700 Applewood Crescent
Suite 100
Vaughan, ON L4K 5X3

CANADIAN TIRE REAL ESTATE LTD.

c/o Arcturus Realty Corporation
420 Notre-Dame Street West
Suite 502
Montréal, QC H2Y 1V3

CARREFOUR DE L'ESTRIE HOLDINGS INC.

c/o Groupe Mach Inc. - President
630 Saint-Paul Street West
Suite 600
Montréal, QC H3C 1L9

CENTRE DE L'ESTRIE INC.

c/o Groupe Mach Inc. - President
630 Saint-Paul Street West
Suite 600
Montréal, QC H3C 1L9

CENTRE RÉGIONAL CHÂTEAUGUAY INC.

c/o Groupe Mach Inc. - President
630 Saint-Paul Street West
Suite 600
Montréal, QC H3C 1L9

CENTRE RÉGIONAL CHÂTEAUGUAY INC.

c/o Groupe Quint - President
245 Victoria Street
Suite 801
Westmount, QC H3Z 2M6

COMPLEXE PLACE ST-EUSTACHE INC.

c/o Groupe Mach Inc. - President
630 Saint-Paul Street West
Suite 600
Montréal, QC H3C 1L9

DARTMOUTH CROSSING 3 LTD. AND

DARTMOUTH CROSSING 4 LTD.

c/o Centercorp Management Services
- Vice President, Legal Department
2851 John Street
Suite One
Markham, ON L3R 5R7

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY

c/o Groupe Immobilier Desjardins
1 Complexe Desjardins
30e Tour Sud, C.P. 7
Montréal, QC H5B 1B2

FAUBOURG BOISBRIAND SHOPPING CENTRE HOLDINGS INC.

c/o Centercorp Management Services
- Vice President, Legal Department
2851 John Street
Suite One
Markham, ON L3R 5R7

**FIRST CONSTANT
DEVELOPMENTS LTD.**

c/o SmartCentres REIT
3200 Highway 7
Vaughan, ON L4K 5Z5

GESTION ACHKAR

c/o Lessor
8955 Saint-Laurent Boulevard
Suite 100
Montréal, QC H2N 1M5

**HALTON HILLS SHOPPING
CENTRE PARTNERSHIP**

c/o Simon Property Group, Premium
Outlets - Att: Lease Services
105 Eisenhower Parkway
1st Floor
Roseland, New Jersey
United States 7068

**HOOPP REALTY INC.
AND
MONTEZ (MAYFLOWER) INC.**

c/o McCOR Management
21 St. Clair Avenue East
Suite 1201
Toronto, ON M4T 1L9

**IMMEUBLES MARCHÉ
TREMBLANT INC.**

c/o Property Manager
4120 Ste-Catherine Street West
5th Floor
Westmount, QC H3Z 1P4

KCAP KINGSTON INC.

c/o Knightstone Capital Management
45 St. Clair West
Suite 1001
Toronto, ON M4V 1K9

**KIMWOOD LAC-ST-JEAN
HOLDINGS ULC**

c/o Lease Administrator
705 Avenue du Pont Nord
Alma, QC G8B 6T5

KS VILLAGE (MILLSTREAM) INC.

c/o GWL Realty Advisors Inc.
650 West Georgia Street
Suite 1600
Vancouver, BC V6B 4N7

MIC MAC MALL LP

c/o Legal Affairs Department
95 Wellington Street West
Suite 300
Toronto, ON M5J 2R2

**MIRABEL OUTLET CENTRE
GENERAL PARTNERSHIP**

c/o Simon Property Group, Premium
Outlets - Att: Lease Services
105 Eisenhower Parkway
1st Floor
Roseland, New Jersey
United States 7068

**NORTH AMERICAN
(BOUCHERVILLE) CORP.
AND**

CREIT (BOUCHEVILLE) L.P.
c/o Centercorp Management Services
- Vice President, Legal Department
2851 John Street
Suite One
Markham, ON L3R 5R7

**PARTNERS REAL ESTATE
INVESTMENT TRUST**

c/o Groupe Quint - President
245 Victoria Street
Suite 801
Westmount, QC H3Z 2M6

PLACE VERSAILLES INC.
c/o Mr. William Gregory
7275 Sherbrooke Street East
Suite 300
Montréal, QC H1N 1E9

**PROMENADES DU BOULEVARD
WALLBERG INC.**
c/o Gestion I.B.L. s.e.n.c.
1780 Des Cèdres Street
Dolbeau-Mistassini, QC G8L 3M8

SHIVBRO INVESTMENT INC.
c/o Administration Office
180 Chemin du Lac Millette
St-Sauveur, QC J0R 1R6

**SOCIÉTÉ DE GESTION COGIR
S.E.N.C.**
c/o Director - Les Promenades de
Sorel Administration
450 Poliquin Boulevard
Sorel, QC J3P 7R5

**SOCIÉTÉ DE GESTION COGIR
S.E.N.C.**
c/o La Grande Place des Bois-Francis,
Administration - Att: Director
1111 Jutras Boulevard East
Victoriaville, QC G6S 1C1

SUGARLOAF MALL INC.
c/o Vice President, Legal
1 Adelaide Street East
Suite 900, P.O. Box 194
Toronto, ON M5C 2V9

**TEMPLETON DOC LIMITED
PARTNERSHIP**
c/o McArthurGlen Designer Outlet
Vancouver
7899 Templeton Station Road
Richmond, BC V7B 1Y7

**THE BOULEVARD SHOPPING
CENTRE (MONTRÉAL) L.P.**
c/o Crofton Moore Property Services
Inc. - Att: President
5800 St-Denis Street
Suite 1100
Montréal, QC H2S 3L5

**THE OUTLET COLLECTION
(NIAGARA) LIMITED**
c/o Legal Affairs Department
95 Wellington Street West
Suite 300
Toronto, ON M5J 2R2

**TOULON DEVELOPMENT
CORPORATION**
c/o President
4060 St. Catherine Street West
Suite 700
Montréal, QC H3Z 2Z3

**TRUDEL ALLIANCE, SOCIÉTÉ EN
COMMANDITE**
c/o Trudel Immeubles Inc. - Leasing
Legal Department
2600 Du Bourg-Royal Avenue
Suite 200
Québec, QC G1C 5S7

**VAUDREUIL SHOPPING CENTRES
LTD.**
c/o GWL Realty Advisors Inc.
2001 Robert-Bourassa Boulevard
Suite 1820
Montréal, QC H3A 2A6

**VILLAGE SHOPPING CENTRE (NL)
INC.**

c/o General Manager
527 Queen Street
Suite 200
Fredericton, NB E3B 1B8

**WEST EDMONTON MALL
PROPERTY INC.**

c/o General Manager
8882
170 Street
Suite 3000
Edmonton, AB T5T 4M2

TAKE NOTICE that the Application for an Order Approving an Administration Charge, a D&O Charge, a Consulting Agreement and for ancillary relief will be presented for hearing and allowance in the Superior Court (Commercial Division), at the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, Québec, H2Y 1B6 on February 24, 2020, in room 16.10 at 8:45 a.m., or so soon thereafter as counsel may be heard.

MONTRÉAL, February 20, 2020

Osler, Hoskin & Harcourt LLP

Osler, Hoskin & Harcourt LLP
Attorneys for Debtor / Petitioner

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act, RSC 1985, c B-3)

No.: 500-11-057985-208

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

STOKES INC.

Debtor / Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposal Trustee

LIST OF EXHIBITS

- P-1 Copy of the certificate of filing of a Notice of intention to make a proposal.
- P-2 Copy of the registration on the *Registre des entreprises*
- P-3 Company's audited financial statements (UNDER SEAL)
- P-4 Loan Agreement dated as of June 17, 2014 with its amendments, *en liasse* (UNDER SEAL)
- P-5 Forbearance Agreement (UNDER SEAL)
- P-6 Copy of the registrations effected by HSBC on the Register of Personal and Movable Real Rights (Québec) and on the Personal Property Security Registry (Ontario), *en liasse*
- P-7 CRA engagement letter (redacted)
- P-8 CRA engagement letter (UNDER SEAL)
- P-9 Consulting Agreement (UNDER SEAL)
- P-9.A Consulting Agreement (redacted)
- P-10 Draft order

MONTRÉAL, February 20, 2020

Osler, Hoskin & Harcourt LLP

OSLER, HOSKIN & HARCOURT LLP

Attorneys for the Debtor / Petitioner

P-1

**Copy of the certificate of filing
of a Notice of intention to make a proposal**



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Québec
Division No. 01 - Montreal
Court No. 500-11-057985-208
Estate No. 41-2618947

In the Matter of the Notice of Intention to make a
proposal of:

Stokes Inc.
Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEI**
Licensed Insolvency Trustee

Date of the Notice of Intention: February 18, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 18, 2020, 14:42

E-File/Dépôt Electronique

Official Receiver

Sun Life Building, 1155 Metcalfe Street, Suite 950, Montréal, Québec, Canada, H3B2V6, (877)376-9902

Canada

P-2

Copy of the registration on the Registre des entreprises



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2020-02-20 17:50:42

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1140356107
Nom	STOKES INC.

Adresse du domicile

Adresse	5660 rue Ferrier Mont-Royal (Québec) H4P1M7 Canada
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Adresse du domicile élu

Nom de l'entreprise	SPIEGEL SOHMER INC.
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Adresse	1000-1255 RUE Peel Montréal Québec H3B2T9 Canada
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Immatriculation

Date d'immatriculation	1994-05-04
Statut	Immatriculée
Date de mise à jour du statut	1994-05-04
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1957-07-12 Constitution
Régime constitutif	

Régime courant

QUÉBEC : Loi sur les compagnies, Partie 1 (RLRQ, C. C-38)

QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2019-03-05
Date de la dernière déclaration de mise à jour annuelle	2019-03-05 2019
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2020-07-27
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2019-07-28

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

La personne morale a fait l'objet d'une continuation.

Loi applicable

Date de la continuation ou autre transformation 1983-02-23

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	6239
Activité	Autres types de commerce de détail d'accessoires d'ameublement
Précisions (facultatives)	SERVICES AUX MAGASINS AU DÉTAIL

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 100 à 249

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom

STOKES CANADA INC.

Adresse

5660 rue Ferrier Mont-Royal (Québec) H4P1M7
Canada

Deuxième actionnaire

Nom

The Jordan Shiveck Family Trust

Adresse

296 rue Newton Dollard-Des Ormeaux (Québec)
H9A3G2 Canada

Troisième actionnaire

Nom

The Stuart Shiveck Family Trust

Adresse

5811 av. Einstein Côte-Saint-Luc (Québec) H4W2Y9
Canada

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom

SHIVECK, MORRIS

Date du début de la charge

Date de fin de la charge

Fonctions actuelles

Autre

Adresse

1702-4175 rue Sainte-Catherine O Westmount
(Québec) H3Z3C9 Canada

Dirigeants non membres du conseil d'administration

Nom de famille

SHIVECK

Prénom

JORDAN

Fonctions actuelles

Président

Adresse

296 rue Newton Dollard-Des Ormeaux
(Québec) H9A3G2 Canada

Nom	SHIVECK, STUART
Fonctions actuelles	Secrétaire
Adresse	5811 av. Einstein Côte-Saint-Luc (Québec) H4W2Y9 Canada

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
0072 - STOKES (Établissement principal)	40 rue Évangéline Granby (Québec) J2G8K1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0073 - STOKES	450, BOUL. PÉLOQUIN PROMENADES DE SOREL SOREL-TRACY (QUÉBEC) J3P5N3	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0070 - STOKES	7275 rue Sherbrooke E Montréal (Québec) H1N1E9 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0069 - FENTON	7275 rue Sherbrooke E Montréal (Québec) H1N1E9 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0068 - FENTON	550 boul. Wilfrid-Hamel Québec (Québec) G1M2S6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0067 - FENTON	1324 boul. Talbot Saguenay (Québec) G7H4B8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0066 - FENTON	190 boul. des Promenades Saint-Bruno-de-Montarville (Québec) J3V5K1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0065 - FENTON	7077 boul. Newman Montréal (Québec) H8N1X1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0063 - FENTON	2305 ch. Rockland Mont-Royal (Québec) H3P2Z3 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0062 - STOKES INC.	770 boul. Laure Sept-Îles (Québec) G4R1Y5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0061 - FENTON	2700 boul. Laurier Québec (Québec) G1V2L8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0060 - CARGO	GALERIE DE LA CAPITALE 5401, DE LA CAPITALE QUÉBEC QC G2K1N4	Autres types de commerce de détail d'accessoires

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
		d'ameublement (6239)
0059 - CARGO	6801, TRANSCANADIENNE G020 POINTE-CLAIRE QC H9R5J2	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0058 - FENTON	PLACE DU ROYAUME 1, PLACE DU ROYAUME, BUR. B17 SAGUENAY (QUÉBEC) G7H5N6	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0057 - FENTON	GALERIES CHAGNON 300, CÔTE DU PASSAGE, BUR. 104 LÉVIS (QUÉBEC) G6V6Y8	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0056 - FENTON	3055 boul. Le Carrefour Laval (Québec) H7T1C7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0053 - STOKES	1111 boul. Jutras E Victoriaville (Québec) G6S1C1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0052 - STOKES	CENTRE RÉGIONAL MANICOUAGAN LTÉE 600, BOUL. LAFLÈCHE, LOCAL 5.2 BAIE COMEAU (QUÉBEC) G5C2X8	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0051 - STOKES	1075 boul. de la Firestone Joliette (Québec) J6E6X6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0050 - STOKES	2801A boul. des Promenades Sainte-Marthe-sur-le-Lac (Québec) J0N1P0 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0049 - STOKES	100 boul. Brien Repentigny (Québec) J6A5N4 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0048 - STOKES	625 rue Sainte-Catherine O Montréal (Québec) H3B1B7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0047 - STOKES	226 boul. D'Anjou Châteauguay (Québec) J6K1C5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0046 - STOKES	2700 boul. Laurier Québec (Québec) G1V2L8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0045 - STOKES	100, BOUL. MALONEY OUEST GATINEAU (QUÉBEC) J8T6G3	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0044 - STOKES	4274 rue Jean-Talon E Montréal (Québec) H1S1J7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0043 - STOKES	1500 av. Atwater Montréal (Québec) H3Z1X5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0042 - STOKES	370C av. Dorval Dorval (Québec) H9S3H7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0041 - STOKES	PLACE MONTRÉAL TRUST 1500, MCGILL COLLEGE AVE. MONTRÉAL (QUÉBEC) H3A3Y5	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0040 - STOKES	2150 boul. Lapinière Brossard (Québec) J4W2T5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0039 - STOKES	GALERIES CHAGNON 300, CÔTE DU PASSAGE LÉVIS (QUÉBEC) G6V6Y8	Autres types de commerce de détail d'accessoires

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
		d'ameublement (6239)
0038 - STOKES	2450 boul. Laurier Québec (Québec) G1V2L1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0037 - STOKES	3131 boul. de la Côte-Vertu Montréal (Québec) H4R1Y8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0036 - STOKES	401 boul. Labelle Rosemère (Québec) J7A3T2 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0035 - STOKES	106-101 boul. Cardinal-Léger Pincourt (Québec) J7W3Y3 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0034 - STOKES	200 prom. du Portage Gatineau (Québec) K1A0G4 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0033 - STOKES	900 boul. Grignon Saint-Jérôme (Québec) J7Y3S7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0032 - STOKES	CENTRE COMMERCIALE DOMAINE 323, RUE DE GRANBY MONTRÉAL (QUÉBEC) H1N2Z7	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0031 - STOKES	190 boul. des Promenades Saint-Bruno-de-Montarville (Québec) J3V5K1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0030 - STOKES	125-7077 boul. Newman Montréal (Québec) H8N1X1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0029 - STOKES	3100 boul. de la Concorde E Laval (Québec) H7E2B8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0028 - STOKES	1185 boul. Moody Terrebonne (Québec) J6W3Z5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0027 - STOKES	6801 aut. Félix-Leclerc Pointe-Claire (Québec) H9R5J2 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0026 - STOKES	50 rue Dufferin Salaberry-de-Valleyfield (Québec) J6S4W4 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0024 - STOKES	7999 boul. des Galeries-d'Anjou Montréal (Québec) H1M1W9 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0023 - STOKES	2305 ch. Rockland Mont-Royal (Québec) H3P2Z3 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0022 - STOKES	550 boul. Wilfrid-Hamel Québec (Québec) G1M2S6 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0021 - STOKES	PLACE BOURASSA 6000, HENRI-BOURASSA EST MONTRÉAL (QUÉBEC) H1C2T6	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0020 - STOKES	GALERIES DE LA CAPITALE 5401, DE LA CAPITALE QUÉBEC (QUÉBEC) G2K1N4	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0019 - STOKES	1 rue La Plaza-de-Mauricie Shawinigan (Québec) G9N7C1 Canada	Autres types de commerce de détail d'accessoires

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
0018 - STOKES	PLACE QUÉBEC 5, PLACE QUÉBEC QUÉBEC (QUÉBEC) G1R4X5	d'ameublement (6239) Autres types de commerce de détail d'accessoires d'ameublement (6239)
0017 - STOKES	3055 boul. Le Carrefour Laval (Québec) H7T1C7 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0016 - STOKES	3050 boul. de Portland Sherbrooke (Québec) J1L1K1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0015 - STOKES	1801 3e Avenue Val-d'Or (Québec) J9P5K1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0014 - STOKES	PROMENADES DRUMMONDVILLE 755, BOUL. DES GALERIES DRUMMONDVILLE (QUÉBEC) J2C5W4	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0013 - STOKES	5800 boul. Cavendish Côte-Saint-Luc (Québec) H4W2T5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0012 - STOKES	600 rue Pierre-Caisse Saint-Jean-sur-Richelieu (Québec) J3A1M1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0011 - STOKES	1, PLACE DU ROYAUME SAGUENAY (QUÉBEC) G7H5N6	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0010 - STOKES	705 av. du Pont N Alma (Québec) G8B6T5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0009 - STOKES	320 boul. Saint-Joseph Gatineau (Québec) J8Y3Y8 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0008 - STOKES	1600 boul. Le Corbusier Laval (Québec) H7S1Y9 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0007 - STOKES	419 boul. Jessop Rimouski (Québec) G5L7Y5 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0006 - STOKES	4125 boul. des Forges Trois-Rivières (Québec) G8Y1W1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)
0002 - STOKES	825 rue Saint-Laurent O Longueuil (Québec) J4K2V1 Canada	Autres types de commerce de détail d'accessoires d'ameublement (6239)

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-03-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-04-25
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-03-16

Type de document	Date de dépôt au registre
Certificat de modification	2017-01-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-04-11
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-05-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-05-06
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-02-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-06-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-04-06
Déclaration annuelle 2010	2011-04-06
État et déclaration de renseignements 2009	2009-06-15
Déclaration annuelle 2008	2008-07-18
Déclaration modificative	2008-04-11
Déclaration annuelle 2007	2008-03-20
Déclaration annuelle 2006	2008-03-20
Avis de défaut	2007-12-05
Certificat de modification	2007-10-16
Déclaration modificative	2007-03-23
Déclaration annuelle 2004	2006-05-15
Déclaration annuelle 2005	2006-04-11
Avis de défaut	2005-06-09
Déclaration annuelle 2003	2003-12-13
Déclaration modificative	2003-07-16
Déclaration annuelle 2002	2002-10-30
Déclaration annuelle 2001	2002-01-31
Déclaration annuelle 2000	2000-12-08
Déclaration annuelle 1999	1999-11-16
Déclaration annuelle 1998	1999-01-06
Déclaration annuelle 1997	1998-04-01
Déclaration annuelle 1996	1997-02-18
Déclaration annuelle 1995	1996-01-09
Déclaration d'immatriculation	1994-05-04

Index des noms

Date de mise à jour de l'index des noms	2008-03-20
---	------------

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
STOKES INC.		1986-10-01		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ARTICLES INTERNATIONAUX		2008-03-20		En vigueur
CARGO		1994-05-04		En vigueur
CARGO (MARQUE DE COMMERCE)		2008-03-20		En vigueur
CARGO COLLECTION		1999-01-06		En vigueur
COLLECTION CARGO		2008-03-20		En vigueur
COLLECTION OPUS		2008-03-20		En vigueur
COOKS QUARTERS (MARQUE DE COMMERCE)		2008-03-20		En vigueur
EDGEGOODS DESIGN (MARQUE DE COMMERCE)		2008-03-20		En vigueur
EDGEWARES DESIGN (MARQUE DE COMMERCE)		2008-03-20		En vigueur
ENTREPRISES FENTON		2008-03-20		En vigueur
FENTON		1994-05-04		En vigueur
FENTON & DESIGN (MARQUE DE COMMERCE)		2008-03-20		En vigueur
ITEMS INTERNATIONAL		1994-05-04		En vigueur
LE LOOK		1994-05-04		En vigueur
LE REGARD		2008-03-20		En vigueur
OPUS COLLECTION		1999-01-06		En vigueur
STOKES		1994-05-04		En vigueur
STOKES & DESIGN (MARQUE DE COMMERCE)		2008-03-20		En vigueur
COOKS QUARTERS		1999-01-06	2008-03-20	Antérieur
COOKSQUARTERS		1999-01-06	2008-03-20	Antérieur
EDGEGOODS		1999-01-06	2008-03-20	Antérieur
EDGEGOODS DESIGN		1999-01-06	2008-03-20	Antérieur
EDGEWARES		1999-01-06	2008-03-20	Antérieur
EDGEWARES DESIGN		1999-01-06	2008-03-20	Antérieur
FENTON & DESIGN		1994-05-04	2008-03-20	Antérieur
S & DESIGN		1994-05-04	2008-03-20	Antérieur



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P-6

**Copy of the registrations effected by HSBC on the
Register of Personal and Movable Real Rights (Québec) and
on the Personal Property Security Registry (Ontario),
en liasse**

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 025 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0015353-0001	2016-01-08 12:53	2020-01-07
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

Crédit-preneur

STOKES INC.
3050 boul. Portland #E-13, SHERBROOKE, QC V7B 0B7

Crédit-preneur

STOKES INC.
367 boul. Arthur Sauvé, ST-EUSTACHE, QC J1L 1K1

Crédit-preneur

STOKES INC.
7899 Templeton Station Road, RICHMOND, BC J7P 2B1

BIENS

And all present and future attachments, accessories, repairs and replacement parts and other property and features placed on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment.

Without limiting the generality of the preceding, the leasehold improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditioning equipments SUPPLIERS; INVOICE # :

AA Contractors : 1807 / 180

Agenco : 26659

Atelier de L'Affichage : 785328 / 126395

Conglom : 1331920 / 1346093 / 1352642

Corlite : 172579 / 172411 / 172412 / 174586 / 173397

Construction Cubix Inc. : 881 / 870 / 871 / STK2015-C-108

Dallaire Consultants : 12580 / 20008 / 20180

Dama Construction : 030871 / 030731 / 031111 / 031014

Gustavson Wylie Architects : 15012-1 / 15012-2 / 15012-3

Katherine Hamel: 150419

Knight Signs: IN039500

Langly Awning & Sign: 6281

Lettrage Fournier Inc.: 15915 / 15885

Maple Display Fixtures LTD.: 0042337 / 0042341

Meubles Busch (1980) Inc. : 507474 / 507503 / 507517 / 507514 / 507584
Mobliflex : 54355
MP Reproductions: 0400872 / 0400928 / 0400991
Olympia Tile International: 2131862
Radio St-Hubert Ltée: 8991
Redi Phoenix Rack: 15-2079 / 15-2102 / 15-2097 / 15-2119 / 15-2140

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-01-07
Lieu : QUEBEC

Autres mentions :

REF: (31313035 / BCCHK9F316206-1 / 9695022)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0077912-0002	2016-01-29 14:19
MODIFICATION D'UN DROIT PUBLIÉ	
19-1323565-0001	2019-11-21 12:06
RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT	

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 025 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0077912-0002	2016-01-29 14:19
MODIFICATION D'UN DROIT PUBLIÉ	

PARTIES

Titulaire

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Constituant

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

Constituant

STOKES INC.
3050 boul. Portland #E-13, SHERBROOKE, QC V7B 0B7

Constituant

STOKES INC.
367 boul. Arthur Sauvé, ST-EUSTACHE, QC J1L 1K1

BIENS

ADD Conglom : 1346093 / 1352642
ADD Corlite : 174586 / 173397
ADD Dallaire Consultants : 20008 / 20180
ADD Meubles Busch (1980) Inc. : 507514

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0015353-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REF: (31313035A / BCCHK9C316206-2 / 9718960)
Les biens remplacés par les biens décrits au rubrique 'Biens':
Agenco : 26659
Atelier de L'Affichage : 785328 / 126395
Conglom : 1331920 / 1346093 / 1352642
Corlite : 172579 / 172411 / 172412 / 174586 / 173397
Dallaire Consultants : 12580 / 20008 / 20180
Dama Construction : 030871 / 030731 / 031111 / 031014
Gustavson Wylie Architects : 15012-1 / 15012-2 / 15012-3
Knight Signs: IN039500
Langly Awning & Sign: 6281
Meubles Busch (1980) Inc. : 507474 / 507503 / 507517 / 507514 / 507584
Mobliflex : 54355
Olympia Tile International: 2131862
Radio St-Hubert Ltée: 8991

Autres mentions:

Partial discharge of general collateral

ADD Conglom : 1346093 / 1352642

ADD Corlite : 174586 / 173397

ADD Dallaire Consultants : 20008 / 20180

ADD Meubles Busch (1980) Inc. : 507514

remove Address Located in BC; 7899 Templeton Station Road, Richmond,
BC, J7P 2B1

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 023 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0696657-0001	2016-07-19 14:12	2021-07-19
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

Crédit-preneur

STOKES INC.
5401 Boul. des Galeries, QUEBEC, QC G2K 1N4

Crédit-preneur

STOKES INC.
2700 Boul. Laurier, QUEBEC, QC G1V 4J9

BIENS

GENERAL COLLATERAL

And all present and future attachments, accessories, repairs and replacement parts and other property and features places on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment.

Without limiting the generality of the preceeding, the improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditionning equipments.

Suppliers Invoice #

Atelier de L'Affichage 103858

Dallaire Construction 20823

Dama Construction 029754 / 029891 / 030222

Les Distributeurs Corlite 179308

Meubles Busche 507326 / 507973

MobliFlex 55840

Services de Maintenance Dr. 2695

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-07-19

Lieu : QUÉBEC

Autres mentions :

REF: (31313036 / BCCHK9F320452-1 / 9994947)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 021 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-1238592-0001	2016-12-21 09:00	2026-12-19
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

BIENS

And all present and future attachments, accessories, repairs and replacement parts and other property and features placed on, attached to into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be without limiting the generality of the preceeding, the improvements include the ERP Implementation System.

ADVANTAGE 2 RETAIL INC invoice # STO-2015-2310, STO-2015-2319, STO-2016-2337, STO-2016-2368
Fasken Martineau invoice # 1055204
GAGNON & BRUNET invoice # 13201,13215
GESTION 4S INC. invoice # 693, 739, 740, 739
JESTA I.S. INC. invoice # 3127-L, 3128-L

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-12-19
Lieu : QUÉBEC

Autres mentions :

REF: (stokes interim / BCCHK9F323583-1 / 10232339)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 020 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-1244296-0001	2016-12-22 09:00	2021-12-20
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

Crédit-preneur

STOKES INC.
6801 Rte Transcanadienne, Point-Claire, QC H9R 5J2

Crédit-preneur

STOKES INC.
805 Boul Frontenac Est, THETFORD MINES, QC G6G 6L5

Crédit-preneur

STOKES INC.
419 King Street West, OSHAWA, ON J1L 2K5

Crédit-preneur

STOKES INC.
509 Bayfield, St. Barrie, ON L4M 4Z8

Crédit-preneur

STOKES INC.
5000 Canoe Passway, TSAWWASSEN, BC V4M 0B3

BIENS

And all present and future attachments, accessories, repairs and replacement parts and other property and features places on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment. Without limiting the generality of the preceeding, the improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditionning equipments.

Suppliers Invoice #

A-1 National Lock 416782

AA Contractors 1821 / 1838

Atelier de L'Affichage 452872 / 452873 / 418795 / 452890

Conglom 1493003 / 1515228

Corlite 181632 / 182153 / 182328/ 182460 / 182551 / 182714 / 182875 / 183836 / 184260

Construction Busche (1980) Inc. 2853 / 2854 / 2855 / 2909 / 2908

CPS Service Inc. 194622
CSI - Canadian Sign 2352
Dallaire Consultants 21309 / 21432
Dama Construction 34807 / 35219 / 35222
Maison Zee Pro Inc. 1130636389
Maple Display Fix 43405 / 43407
Meubles Busch (1980) Inc. 508157 / 508181 / 508218 / 508213 / 508211
/
Mobiflez Inc. 56450
Olympia Tile International Inc. 2600041 / 2607813 / 2607807
Procad Consultant F4161242
Radio St-Hubert Ltee 9245
RediRack 16-2119 / 15-2171

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-12-21
Lieu : QUEBEC

Autres mentions :

REF: (31313037 / BCCHK9F323622-1 / 10234726)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H9R5J2**

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-0843452-0001	2017-08-10 13:48	2027-07-31
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

Banque HSBC Canada / HSBC Bank Canada
2001 Avenue McGill College, Suite 300, MONTREAL, QC
H3A 1G1

Crédit-preneur

Stokes Inc.
6801 Rte Transcanadienne, Point-Claire, QC
H9R 5J2

BIENS

ERP System Project
Suppliers Invoice #
ACCORD FINANCIAL 64994
FASKEN MARTINEAU 1083089, 1083084, 1076948, 1108258, 1108257
GAGNON & BRUNET 13961
JESTA I.S. INC. 104478, 10446, 104473, 104487, 104494, 104457, 104501,
104508, 3159-L, 71101-D, 104516, 104526, 3168-L, 104546, 104537, 104557
MONERIS SOLUTIONS CINV062626
SUPRA CANADA TECH 8637A, 8886, 8752
SUPRA ITS 8287, 8602

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2017-07-31
Lieu : QUEBEC

Autres mentions :

REF: (INTERIM 2 / BCCHK9F328071-1 / 10538323)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 019 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1128210-0001	2017-10-24 14:47	2022-10-23
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada

300-2001 MCGILL COLLEGE AVENUE, Montreal, QC

H3A 1G1

Crédit-preneur

Stokes Inc.

5660 Ferrier Street, Town of Mount Royal,, QC

H4P 1M7

Crédit-preneur

Stokes Inc.

150, ste Catherine O, MONTREAL, QC

H2X 3Y2

Crédit-preneur

Stokes Inc.

419 King street West, OSHAWA, ON

L1J 2K5

Crédit-preneur

Stokes Inc.

420 King street West, OSHAWA, ON

L1J 2K5

Crédit-preneur

Stokes Inc.

1500 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1501 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1502 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1503 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1504 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1505 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.

1506 Fisher St, Northbay, ON

P1B 2H3

Crédit-preneur

Stokes Inc.
1507 Fisher St, Northbay, ON P1B 2H3

Crédit-preneur

Stokes Inc.
1105 Wellington Road, #109, LONDON, ON N6E 1V4

Crédit-preneur

Stokes Inc.
109 White Oaks Mall, LONDON, ON N6E 1V4

Crédit-preneur

Stokes Inc.
555 Sterling Lyon Parkway - Unit #429, WINNIPEG, MB R3P 2T3

Crédit-preneur

Stokes Inc.
556 Sterling Lyon Parkway - Unit #429, WINNIPEG, MB R3P 2T3

Crédit-preneur

Stokes Inc.
557 Sterling Lyon Parkway - Unit #429, WINNIPEG, MB R3P 2T3

Crédit-preneur

Stokes Inc.
558 Sterling Lyon Parkway - Unit #429, WINNIPEG, MB R3P 2T3

BIENS

And all present and future attachments, accessories, repairs and replacement parts and other property and features places on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment. Without limiting the generality of the preceeding, the improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditionning equipments.

Suppliers Invoice #
A-1 NATIONAL LOCK 43949A, 417329
ATELIER DE L'AFFICHAGE (9121-2779 Quebec Inc.) 18666, 18679, 124145, 341087, 341098, 407761, 407789
Axper 6903
BRISLAND CUMMINGS 11127
CONGLOM INC 1535458, 1514941, 1541509
CONSTRUCTIONS BUSCH INC. 3058, 3059, 2956
CORLITE INC. 185047, 185810, 185925, 186128, 189201, 189318, 189431
DALLAIRE CONSULTANTS 21736, 22893
DAMA CONSTRUCTION 35220
JERRY CABALUNA S-11-2016, S-13-2016
LES DISTRIBUTEURS CORLITE INC. 184947
MAISON ZEE PRO IN 4148217620, 4148209620
MAPLE DISPLAY FIXTURES LTD 43568, 43634, 43646, 43655, 43676, 43733
MEUBLES BUSCH (1980 INC.) 508968, 508441, 508443
OLYMPIA TILE INTERNATIONAL INC. 2860135, 2860141
OPTIMA DESIGN. 5194, C5382
PROCAD CONSULTANTS F4161263
RADIO ST-HUBERT LTEE 9370, 9314, 9303
REDIRACK 16-2173, 16-2210, 16-2218, 17-2036, 16-2235
Total Amount \$290,408.09

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-10-20

Lieu : Mount Royal

Autres mentions :

REF: (31313038 / BCCHK9F329221-1 / 10622457)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **J3V5K1**

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0067814-0001	2018-01-24 13:59	2023-01-22
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

Stokes Inc.
5660 Ferrier, Montreal, QC H4P 1M7

Crédit-preneur

Stokes Inc.
190 boul. Des Promenades, #F-002, St-Bruno, QC J3V 5K1

Crédit-preneur

Stokes Inc.
1100 boul. Maloney Ouest, #C-7, Gatineau, QC J8T 6G8

Crédit-preneur

Stokes Inc.
375 St-Albert Trail, St-Albert, AB T8N 3K8

Crédit-preneur

Stokes Inc.
19705 Fraser HWY, Langley, BC V3A 7E9

BIENS

This Annex is an integral part of Fixed Rate Lease Schedule # 31313039 between Stokes Inc. and HSBC Bank Canada.

GENERAL COLLATERAL

And all present and future attachments, accessories, repairs and replacement parts and other property and features places on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment. Without limiting the generality of the preceeding, the improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditionning equipments.

Suppliers Invoice #

A-1 NATIONAL LOCK 417306

AA CONTRACTORS 1851

ATELIER DE L'AFFICHAGE (9121-2779 Quebec Inc.) 124219, 407772, 853701, 853703, 853704, 853720, 853739, 853744

AXPER 7028, 7056

CONSTRUCTIONS BUSCH INC. 3107, 3143

CORLITE INC. 185504, 192470, 185208, 192549
DALLAIRE CONSULTANTS 23816, 23850, 24001
DAMA CONSTRUCTION 038615, 039010
EASTERN SIGN SERV 52
JERRY CABALUNA S-04-2017, S-08-2017, S-14-2016
MAISON ZEE PRO IN 1134248620
MAPLE DISPLAY FIXTURES LTD 0043667, 0044383, 0044403, 0044427,
0044560
MEUBLES BUSCH (1980 INC.) 509207, 509230, 509262, 509335, 509336,
508460, 3187
MOBILFLEX 60304, 60330
MP REPRODUCTIONS 0418332, 0418333
OLYMPIA TILE INTERNATIONAL INC. 2877052, 2879772, 2879802
PROCAD CONSULTANTS F4161263
RADIO ST-HUBERT LTEE 9452, 9434, 9435
REDIRACK 17-2132, 17-2147, 17-2152, 17-2154, 17-2172
STEPHANIE ST-MARS 2017-41

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-01-23

Lieu : QUEBEC

Autres mentions :

REF: (Stokes 039 / BCCHK9F331032-1 / 10710624)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 014 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0926694-0003	2018-08-23 09:00	2028-08-22
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

Stokes Inc.
5660 Ferrier Street, Montreal, QC H4P 1M7

BIENS

Professional Services Rendered
ERP System Project
Interim 4
Suppliers
Invoice #
JESTA I.S. INC. 104611 / 104604 / 104623 / 3229-CN / 104630 / 104653 /
104659 / 104689 / 104676 / 104716 / 104704 / 104742 / 104756 / 104724 /
104780 / 104817 / 104808 / 104795 / 104830 / 104842 / 104855
FASKEN MARTINEAU 1223363

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2018-08-22
Lieu : Montreal, Qc

Autres mentions :

REF: (Stokes-Interim 4 / BCCHK9F334740-1 / 10914450)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : 2020-01-14 15:00

Critère de recherche Nom d'organisme : Stokes Inc.

Critère de sélection Nom d'organisme : STOKES INC Code Postal : H4P1M7

Fiche 008 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0009945-0001	2019-01-07 10:37	2029-01-04
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Crédit-preneur

STOKES INC.
5660 Ferrier Street, Montreal, QC H4P 1M7

BIENS

Supplier
JESTA I.S. INC.
Invoice #
104871 / 104883 / 104896 / 104921 / 104908 / 104930 / 104934 / 104945 /
3325-S / 104954 / 104964

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2019-01-04

Autres mentions :

REF: (INTERIM 5 / BCCHK9F336813-1 / 11008303)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 007 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0175501-0001	2019-02-25 14:44	2024-02-20
RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE		

PARTIES

Vendeur

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Cessionnaire

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Acheteur

Stokes Inc.
5660 Ferrier Street, Town of Mont-Royal, QC H4P 1M7

BIENS

ERP SYSTEM CONSISTING THE FOLLOWING:

And all present and future attachments, accessories, repairs and replacement parts and other property and features places on, attached to or incorporated into the equipment, and all present or after-acquires insurance indemnities, replacement value, payments and proceeds that are or may be received in regards to the equipment. Without limiting the generality of the preceding, the improvements include the building, insulating, electricity and plumbing materials, the walls, roofs, floors, ceilings, doors, windows and staircases, the wall, roof, ceiling, window and staircase coverings, lamps, heating, ventilating and air conditioning equipment.

ACCORD FINANCIAL : 64994

ADVANTAGE 2 RETAIL INC: STO-2015-2310, STO-2015-2319, STO-2015-2337, STO-2016-2368

FASKEN MARTINEAU: 1055204, 1083089, 1083084, 1076948, 1108258, 1108257, 1141839, 1223363

GAGNON & BRUNET : 13201, 13215, 13961

GESTION 4S INC.: 693, 739, 740, 738, 801

JESTA I.S. INC.: 3127-L, 3128-L, 104478, 104464, 104473, 104487, 104494, 104457, 104501, 104508, 3159-L, 71101-D, 104516, 104526, 3168-L, 104546, 104537, 104557, 104567, 71112-D, 104587, 104576, 104596, 3221-S, 104611, 104604, 104623, 3229-CN, 104630, 104653, 104659, 104689, 104676, 104716, 104704, 104742, 104756, 104724, 104780, 104817, 104808, 104795, 104830, 104842, 104855, 104871, 104883, 104896, 104921, 104908, 104930, 104934, 104945, 3325-S, 104954, 104964

MONERIS SOLUTIONS: CINV062626

SUPRA CANADA TECH: 8637A, 8886, 8752

SUPRA ITS: 8287, 8602

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

La cession vise tous les droits

Autres mentions :

REF: (31313040 / BCCHK9F337845-1 / 11033761)

AVIS D'ADRESSE

N° 017930

Date, heure, minute de certification : **2020-01-14 15:00**

Critère de recherche Nom d'organisme : **Stokes Inc.**

Critère de sélection Nom d'organisme : **STOKES INC** Code Postal : **H4P1M7**

Fiche 025 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-1323565-0001	2019-11-21 12:06	2021-01-13
RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT		

PARTIES

Titulaire

HSBC Bank Canada
300-2001 MCGILL COLLEGE AVENUE, Montreal, QC H3A 1G1

Constituant

STOKES INC.
5660 rue Ferrier, MONT-ROYAL, QC H4P 1M7

Constituant

STOKES INC.
3050 boul. Portland #E-13, SHERBROOKE, QC V7B 0B7

Constituant

STOKES INC.
367 boul. Arthur Sauvé, ST-EUSTACHE, QC J1L 1K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0015353-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Autres mentions :

REF: (31313035R / BCCHK9C316206-3 / 11207743)

AVIS D'ADRESSE

N° 017930

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7313)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	013		20180124 1441 1530 7283	P PPSA	5

02

03

04

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
2277 RIVERSIDE DRIVE
OTTAWA
ON K1H 7X6

05

06

07

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08

09

SECURED PARTY /
LIEN CLAIMANT

HSBC BANK CANADA

ADDRESS
300-2001 MCGILL COLLEGE AVENUE
MONTREAL
QC H3A 1G1

COLLATERAL CLASSIFICATION

10

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE
	X	503527	23JAN2023	

11

12

MOTOR VEHICLE
YEAR MAKE
MODEL
V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION
THIS ANNEX IS AN INTEGRAL PART OF FIXED RATE LEASE SCHEDULE #
31313039 BETWEEN STOKES INC. AND HSBC BANK CANADA.
AND ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS AND

16

17

REGISTERING
AGENT
D+H LIMITED PARTNERSHIP
ADDRESS
SUITE 200, 4126 NORLAND AVENUE
BURNABY
BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/11tu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7314)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------------	---------------------------	--------	---------------------	----	---------------------------

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

GENERAL REPLACEMENT PARTS AND OTHER PROPERTY AND FEATURES PLACES ON,
COLLATERAL ATTACHED TO OR INCORPORATED INTO THE EQUIPMENT, AND ALL PRESENT OR
DESCRIPTION AFTER-ACQUIRES INSURANCE INDEMNITIES, REPLACEMENT VALUE, PAYMENTS

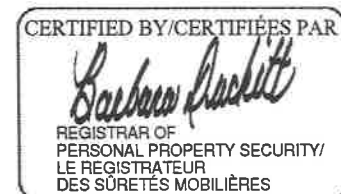
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7315)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

GENERAL AND PROCEEDS THAT ARE OR MAY BE RECEIVED IN REGARDS TO THE
COLLATERAL EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE PRECEEDING, THE
DESCRIPTION IMPROVEMENTS INCLUDE THE BUILDING, INSULATING, ELECTRICITY AND

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7316)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL PLUMBING MATERIALS, THE WALLS, ROOFS, FLOORS, CEILINGS, DOORS,
COLLATERAL WINDOWS AND STAIRCASES, THE WALL, ROOF, CEILING, WINDOW AND
DESCRIPTION STAIRCASE COVERINGS, LAMPS, HEATING, VENTILATING AND AIR

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1tu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7317)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	013		20180124 1441 1530 7283		

02

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

11

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

12

13

GENERAL	CONDITIONNING EQUIPMENTS.

14

COLLATERAL	SUPPLIERS INVOICE #

15

DESCRIPTION	A-1 NATIONAL LOCK 417306

16

REGISTERING AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rachitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7318)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

GENERAL AA CONTRACTORS 1851
COLLATERAL ATELIER DE L'AFFICHAGE (9121-2779 QUEBEC INC.) 124219, 407772,
DESCRIPTION 853701, 853703, 853704, 853720, 853739, 853744

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7319)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL AXPER 7028, 7056
COLLATERAL CONSTRUCTIONS BUSCH INC. 3107, 3143
DESCRIPTION CORLITE INC. 185504, 192470, 185208, 192549

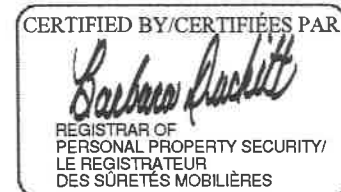
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

9



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7320)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	08	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	---	--------	------------------------	---------------------------

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

GENERAL DALLAIRE CONSULTANTS 23816, 23850, 24001
COLLATERAL DAMA CONSTRUCTION 038615, 039010
DESCRIPTION EASTERN SIGN SERV 52

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Prescott
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7321)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	09	013		20180124 1441 1530 7283		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	---	--------	------------------------	---------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL JERRY CABALUNA S-04-2017, S-08-2017, S-14-2016

COLLATERAL MAISON ZEE PRO IN 1134248620

DESCRIPTION MAPLE DISPLAY FIXTURES LTD 0043667, 0044383, 0044403, 0044427,

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR

Barbara Pashitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(7322)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	10	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL

0044560

COLLATERAL
DESCRIPTION

MEUBLES BUSCH (1980 INC.) 509207, 509230, 509262, 509335, 509336,
508460, 3187

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

Barbara Puckett

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(7323)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	11	013		20180124 1441 1530 7283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE MODEL V.I.N.

GENERAL MOBILFLEX 60304, 60330
COLLATERAL MP REPRODUCTIONS 0418332, 0418333
DESCRIPTION OLYMPIA TILE INTERNATIONAL INC. 2877052, 2879772, 2879802

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(7324)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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12 013 20180124 1441 1530 7283

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------------	---------------------------	--------	------------------------	---------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

PROCAD CONSULTANTS F4161263
RADIO ST-HUBERT LTÉE 9452, 9434, 9435
REDIRACK 17-2132, 17-2147, 17-2152, 17-2154, 17-2172

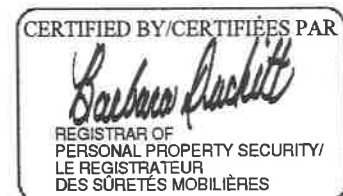
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

14



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(7325)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735925788

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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13 013 20180124 1441 1530 7283

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------------	---------------------------	--------	------------------------	---------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL STEPHANIE ST-MARS 2017-41

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

15

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(7326)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	011		20171024 1433 1530 6519	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
5660 FERRIER STREET MONTREAL

QC H4P 1M7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
150, STE CATHERINE O MONTREAL

QC H2X 3Y2

SECURED PARTY /
LIEN CLAIMANT

HSBC BANK CANADA

ADDRESS
300-2001 MCGILL COLLEGE AVENUE MONTREAL

QC H3A 1G1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X			X					

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION
AND ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS AND
REPLACEMENT PARTS AND OTHER PROPERTY AND FEATURES PLACES ON,
ATTACHED TO OR INCORPORATED INTO THE EQUIPMENT, AND ALL PRESENT OR

REGISTERING
AGENT
D+H LIMITED PARTNERSHIP

ADDRESS
SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(7327)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.
ON L1J 2K5

ADDRESS
419 KING STREET WEST OSHAWA

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.
ON L1J 2K5

ADDRESS
420 KING STREET WEST OSHAWA

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION
AFTER-ACQUIRES INSURANCE INDEMNITIES, REPLACEMENT VALUE, PAYMENTS
AND PROCEEDS THAT ARE OR MAY BE RECEIVED IN REGARDS TO THE
EQUIPMENT.

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
Barbara Dackitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(7328)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
1500 FISHER ST NORTHBAY

ON P1B 2H3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
1501 FISHER ST NORTHBAY

ON P1B 2H3

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

WITHOUT LIMITING THE GENERALITY OF THE PRECEEDING, THE IMPROVEMENTS
INCLUDE THE BUILDING, INSULATING, ELECTRICITY AND PLUMBING
MATERIALS, THE WALLS, ROOFS, FLOORS, CEILINGS, DOORS, WINDOWS AND

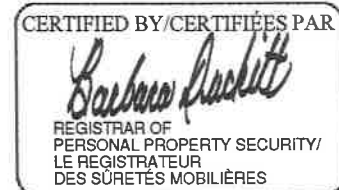
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

18



(en) 1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(7329)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

1502 FISHER ST

NORTHBAY

ON P1B 2H3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

1503 FISHER ST

NORTHBAY

ON P1B 2H3

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

STAIRCASES, THE WALL, ROOF, CEILING, WINDOW AND STAIRCASE COVERINGS,
LAMPS, HEATING, VENTILATING AND AIR CONDITIONNING EQUIPMENTS.
SUPPLIERS INVOICE #

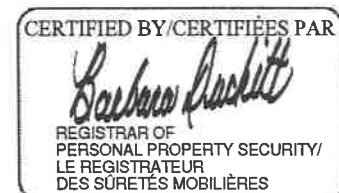
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

19



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(7330)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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05 011 20171024 1433 1530 6519

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS 1504 FISHER ST

NORTHBAY

ON P1B 2H3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS 1505 FISHER ST

NORTHBAY

ON P1B 2H3

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

A-1 NATIONAL LOCK 43949A, 417329
ATELIER DE L'AFFICHAGE (9121-2779 QUEBEC INC.) 18666, 18679, 124145,
341087, 341098, 407761, 407789

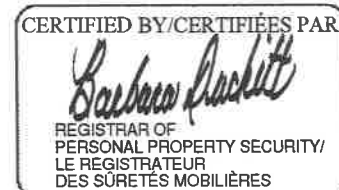
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

20



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(7331)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

1506 FISHER ST

NORTHBAY

ON P1B 2H3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

1507 FISHER ST

NORTHBAY

ON P1B 2H3

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

GENERAL
COLLATERAL
DESCRIPTION

AXPER 6903

BRISLAND CUMMINGS 11127

CONGLOM INC 1535458, 1514941, 1541509

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

21

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pashitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(7332)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR

NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

1105 WELLINGTON ROAD, #109

LONDON

ON N6E 1V4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR

NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

109 WHITE OAKS MALL

LONDON

ON N6E 1V4

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

CONSTRUCTIONS BUSCH INC. 3058, 3059, 2956
CORLITE INC. 185047, 185810, 185925, 186128, 189201, 189318, 189431
DALLAIRE CONSULTANTS 21736, 22893

REGISTERING

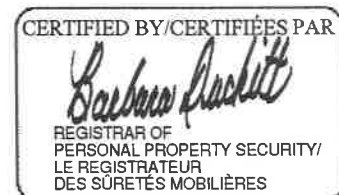
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

22



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(7333)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	08	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR
NAME BUSINESS NAME STOKES INC.

ONTARIO CORPORATION NO.
MB R3P 2T3

ADDRESS 555 STERLING LYON PARKWAY - UNIT #429 WINNIPEG

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME BUSINESS NAME STOKES INC.

ONTARIO CORPORATION NO.
MB R3P 2T3

ADDRESS 556 STERLING LYON PARKWAY - UNIT #429 WINNIPEG

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

GENERAL DAMA CONSTRUCTION 35220
COLLATERAL JERRY CABALUNA S-11-2016, S-13-2016
DESCRIPTION LES DISTRIBUTEURS CORLITE INC. 184947

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(7334)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	09	011		20171024 1433 1530 6519		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

557 STERLING LYON PARKWAY - UNIT #429 WINNIPEG

MB R3P 2T3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS

558 STERLING LYON PARKWAY - UNIT #429 WINNIPEG

MB R3P 2T3

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------	-------	---------------------------	--------	---------------------	----	---------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL

MAISON ZEE PRO IN 4148217620, 4148209620

COLLATERAL
DESCRIPTION

MAPLE DISPLAY FIXTURES LTD 43568, 43634, 43646, 43655, 43676, 43733
MEUBLES BUSCH (1980 INC.) 508968, 508441, 508443

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

24

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(7335)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	10	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

OLYMPIA TILE INTERNATIONAL INC. 2860135, 2860141
OPTIMA DESIGN. 5194, C5382
PROCAD CONSULTANTS F4161263

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
Barbara Mackitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c) 11/06/2019

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(7336)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
733252815

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	11	011		20171024 1433 1530 6519		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

GENERAL	RADIO ST-HUBERT LTEE 9370, 9314, 9303
COLLATERAL	REDIRACK 16-2173, 16-2210, 16-2218, 17-2036, 16-2235
DESCRIPTION	TOTAL AMOUNT \$290,408.09

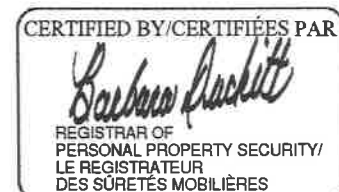
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

26



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(7337)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	011		20161222 1936 1531 3679	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
5660 RUE FERRIER

MONT-ROYAL

QC H4P 1M7

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
6801 RTE TRANSCANADIENNE

POINT-CLAIRE

QC H9R 5J2

SECURED PARTY /
LIEN CLAIMANT

HSBC BANK CANADA

ADDRESS
300-2001 MCGILL COLLEGE AVENUE

MONTREAL

QC H3A 1G1

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
	X					20DEC2021		

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

AND ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS AND
REPLACEMENT PARTS AND OTHER PROPERTY AND FEATURES PLACES ON,
ATTACHED TO OR INCORPORATED INTO THE EQUIPMENT, AND ALL PRESENT OR

REGISTERING
AGENT

D+H LIMITED PARTNERSHIP

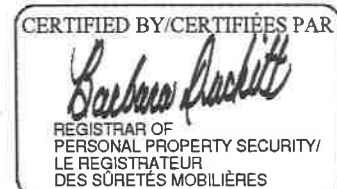
ADDRESS
SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(7338)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	011		20161222 1936 1531 3679		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
805 BOUL FRONTENAC EST. THETFORD MINES QC G6G 6L5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
STOKES INC.

ONTARIO CORPORATION NO.

ADDRESS
419 KING STREET WEST OSHAWA ON J1L 2K5

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION
AFTER-ACQUIRES INSURANCE INDEMNITIES, REPLACEMENT VALUE, PAYMENTS
AND PROCEEDS THAT ARE OR MAY BE RECEIVED IN REGARDS TO THE
EQUIPMENT.

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
Barbara Dackitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2018)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(7339)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
723614409

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 011 20161222 1936 1531 3679

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME STOKES INC.

04 ADDRESS 509 BAYFIELD ST.. BARRIE ONTARIO CORPORATION NO.
ON L4M 4Z8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME STOKES INC.

07 ADDRESS 5000 CANOE PASSWAY TSAWWASSEN ONTARIO CORPORATION NO.
BC V4M 0B3

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL WITHOUT LIMITING THE GENERALITY OF THE PRECEEDING, THE IMPROVEMENTS
14 COLLATERAL INCLUDE THE BUILDING, INSULATING, ELECTRICITY AND PLUMBING
15 DESCRIPTION MATERIALS, THE WALLS, ROOFS, FLOORS, CEILINGS, DOORS, WINDOWS AND

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pickett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(7340)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	011		20161222 1936 1531 3679		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------------	---------------------------	--------	------------------------	---------------------------

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

GENERAL STAIRCASES, THE WALL, ROOF, CEILING, WINDOW AND STAIRCASE COVERINGS,
COLLATERAL LAMPS, HEATING, VENTILATING AND AIR CONDITIONNING EQUIPMENTS.
DESCRIPTION SUPPLIERS INVOICE #

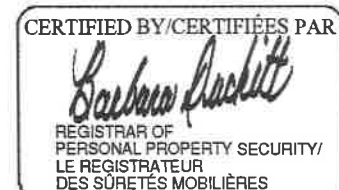
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

30



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(7341)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	011		20161222 1936 1531 3679		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

A-1 NATIONAL LOCK 416782
AA CONTRACTORS 1821 / 1838
ATELIER DE L'AFFICHAGE 452872 / 452873 / 418795 / 452890

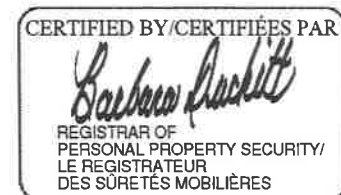
REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

31



(crj1fu 06/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(7342)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	011		20161222 1936 1531 3679		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

CONGLOM 1493003 / 1515228

CORLITE 181632 / 182153 / 182328 / 182460 / 182551 / 182714 / 182875

/ 183836 / 184260

REGISTERING

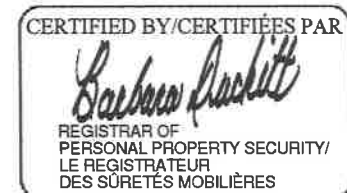
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

32



(crj1fu 06/2019)



RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(7343)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	011		20161222 1936 1531 3679		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED				

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
CONSTRUCTION BUSCHE (1980) INC. 2853 / 2854 / 2855 / 2909 / 2908
CPS SERVICE INC. 194622
CSI - CANADIAN SIGN 2352

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pashitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(7344)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	08	011		20161222 1936 1531 3679		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL DALLAIRE CONSULTANTS 21309 / 21432
COLLATERAL DAMA CONSTRUCTION 34807 / 35219 / 35222
DESCRIPTION MAISON ZEE PRO INC. 1130636389

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

34

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pashitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(7345)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	09	011		20161222 1936 1531 3679		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
-------------------	---	--------	------------------------	---------------------------

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

GENERAL MAPLE DISPLAY FIX 43405 / 43407
COLLATERAL MEUBLES BUSCH (1980) INC. 508157 / 508181 / 508218 / 508213 /
DESCRIPTION 508211 /

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

35



(crj1fu 08/2019)

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(7346)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STOKES INC.
FILE CURRENCY : 15JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723614409

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	10	011		20161222 1936 1531 3679		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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GENERAL MOBIFLEZ INC. 56450
COLLATERAL OLYMPIA TILE INTERNATIONAL INC. 2600041 / 2607813 / 2607807
DESCRIPTION PROCAD CONSULTANT F4161242

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

36

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)

Ontario 

RUN NUMBER : 016
RUN DATE : 2020/01/16
ID : 20200116165025.52

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(7347)

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ONTARIO CORPORATION NO.

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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
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MOTOR
VEHICLE

GENERAL RADIO ST-HUBERT LTEE 9245
COLLATERAL REDIRACK 16-2119 / 15-2171
DESCRIPTION

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

37



(crj1fu 06/2019)

P-7

**CRA engagement letter
(redacted)**

January 29, 2020

Stokes Inc.
5660 Ferrier St.
Mount Royal, Quebec H4P 1M7

Attention: Morris Shiveck, Stuart Shiveck and Jordan Shiveck

Dear Sirs:

This letter confirms and sets forth the terms and conditions of the engagement between FAAN Advisors Group Inc. ("**FAAN**") and Stokes Inc. (the "**Company**"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and FAAN (the "**Agreement**").

1. Description of Services.

- (a) The Company hereby engages FAAN, and FAAN shall provide the services to serve as a consultant to the Company ("**Consultant**"). This engagement will be led by FAAN's managing director, Naveed Z. Manzoor, with support, as required, to be provided by other FAAN personnel. FAAN, including its personnel, are collectively referred to as the "**Engagement Personnel**".
- (b) The Engagement Personnel shall be responsible for the following duties.
 - (i) The Engagement Personnel, in cooperation with the officers of the Company, shall perform a review of the Company, including, but not limited to, a review and assessment of the Company's business, assets, liabilities and operations all with respect to the Company's strategic alternatives;
 - (i) The Engagement Personnel shall assist the Company in the identification and implementation of sales strategies (store and e-commerce) and cost reduction opportunities, including closing stores, if required, and dealing with employee matters;
 - (ii) The Engagement Personnel shall assist the Company with the implementation of restructuring initiatives or plans (formal or informal), including dealing with requisite communications and public relations strategies;

- (iii) The Engagement Personnel shall support the Company and other professionals engaged by the Company to develop and review cash flow models and projections based on various potential restructuring initiatives;
 - (iv) The Engagement Personnel, shall review and provide information required by, and serve as a primary contact with, the Company's financial and legal advisors, lenders, creditors (including landlords) and other stakeholders; and
 - (v) The Engagement Personnel shall perform such other services as requested or directed by the Company, including assisting in the filing of Court documents and the making of any necessary representations before the Court in any Insolvency Proceeding (as defined below).
- (a) During the performance of this Agreement, FAAN shall be an independent consultant and not an agent or employee of the Company and this Agreement is not intended and will not operate to make any Engagement Personnel an employee of the Company for any purpose.
 - (b) Unless as amended pursuant to a Court order, the Engagement Personnel shall report to and operate under the direction of the Company's Board of Directors.
2. Information Provided by Company and Forward-Looking Statements. The Company shall: (i) provide the Engagement Personnel with access to management and other representatives of the Company; and (ii) furnish all data, material and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that the Engagement Personnel reasonably request in connection with the services to be provided to the Company. The Engagement Personnel shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by Engagement Personnel in connection with the services performed for the Company. The Company acknowledges and agrees that the Engagement Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. The Engagement Personnel are under no obligation to update data submitted to them or to review any other areas unless specifically requested by the President to do so.

The Company understands that the services to be rendered by the Engagement Personnel may include the review and preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Engagement Personnel will be relying on information



provided by the Company and other professionals engaged by the Company in the preparation and review of those projections and other forward-looking statements.

3. Limitation of Duties. Neither FAAN, nor the Engagement Personnel make any representations or guarantees that, *inter alia*, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company, (ii) any restructuring proposal or strategic alternative presented to the Company's management will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) a restructuring is the best course of action for the Company, or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, the Engagement Personnel will not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction.

4. Compensation.

- (a) FAAN will be paid by the Company for the consulting services at a fee of [REDACTED] per month plus applicable taxes. Any expenses (other than any legal expenses relating to this Engagement which be reimbursed in full by the Company) incurred by FAAN in connection with or arising out of FAAN's activities under or contemplated by this Agreement are included in the monthly fee. FAAN shall invoice the Company bi-weekly and are payable upon receipt.
- (b) In the event the Company initiates a bankruptcy, insolvency or creditor enforcement proceeding (an "Insolvency Proceeding") under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* ("BIA") or otherwise, and the approval of the court in which such a proceeding is brought (the "Court") is required with respect to the retention of FAAN as the Consultant of the Company (or any other role) and/or any of the terms of such engagement (including, without limitation, the payment of FAAN's fees and expenses and the provision of indemnification to FAAN), then the Company shall apply for such approval by the Court and shall use reasonable commercial efforts to obtain such approval by the Court promptly after the initiation of the Insolvency Proceeding, failing which FAAN may suspend or discontinue its efforts on behalf of the Company.
- (c) The Company shall also promptly seek from the Court an order granting to FAAN a security or charge, ranking in priority over the pre-filing claim of any secured creditor of the Company, on all of its property, in an amount reasonably appropriate, in respect of all of FAAN's fees and expenses payable under this Agreement. The Company shall supply FAAN and its counsel with a draft of any such application and order for approval of FAAN's retention and/or any of the terms of such retention sufficiently in

advance of the filing of such application and proposed order to enable FAAN and its counsel to review and comment thereon.

- (d) In addition to the fee noted in paragraph 4(a) above, the Company and FAAN hereby agree that FAAN shall be entitled to an additional fee equal to [REDACTED] plus applicable taxes (the "Success Fee"), payable (a) concurrently with the first distribution to unsecured creditors and in any event by no later than December 31, 2020 pursuant to a Court approved proposal or plan of arrangement/compromise to be filed by the Company under the BIA or other legislation, or (b) immediately upon closing of any sale or other transaction involving all or substantially all of the Company's assets or business. The Success Fee shall apply with respect to any of the events outlined above that occur during the term of this Agreement or within six (6) months following the termination of this Agreement (unless the Agreement has been terminated by the Company for cause or the Consultant terminates this Agreement).
- (e) The Company shall promptly remit to FAAN, a retainer in the amount of [REDACTED] which shall be credited against any fees due and owing to FAAN at the successful conclusion of this mandate or the termination of this Agreement. Any portion of the retainer remaining after being credited against the fees owed will be returned to the Company upon the satisfaction of all obligations hereunder.

5. Termination.

- (a) This Agreement will commence on the date the services referred to in Section 1 begin and may be terminated by the Company without cause by providing: (i) 30-day's written notice to FAAN, until the Bank of Nova Scotia agrees to enter into a forbearance agreement with the Company, or (ii) 60-day's written notice to FAAN, at any time after the execution of a forbearance agreement between the Bank of Nova Scotia with the Company, or the in the event the Company initiates an Insolvency Proceeding. In the case of just cause, this Agreement may be terminated immediately by the Company.
- (b) FAAN normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for FAAN to continue performance of the engagement, or other just cause exists.
- (c) On termination of the Agreement, any fees and expenses due to FAAN for services provided up to and including the effective date of termination shall be remitted promptly by the Company (including fees and expenses that accrued prior to, but invoiced subsequent to, the effective date of termination).



- (d) The provisions of this Agreement that expressly state that they are to continue in effect after the termination of this Agreement, or which by their nature would survive the termination of this Agreement shall survive and continue to bind the parties.
6. No Audit. The Company acknowledges and agrees that Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the CICA, ICAO, OSC, AICPA, SEC or other state or national professional or regulatory body.
7. No Third Party Beneficiary. The Company acknowledges that all advice (written or oral) provided by FAAN to the Company in connection with this Agreement is intended solely for the benefit and use of the Company (limited to its management) in considering the matters to which this Agreement relates. The Company may choose to reproduce, disseminate, quote or refer to such information as it wishes, in its sole and absolute discretion, provided that in no event may such information be attributed to FAAN.
8. Exclusivity and Conflicts. FAAN is an independent firm that has several clients and engagements, some of which will be active during the rendering of services by the Engagement Personnel in connection with this matter. FAAN is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. It is possible that FAAN may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. In the event the Company accepts the terms of this Agreement, FAAN will not represent, and has not represented, the interests of any entities or parties which are in conflict with the interests of the Company in connection with this matter.
9. Confidentiality. FAAN and the Engagement Personnel shall keep as confidential all non-public information received from the Company and its representatives including its advisors and legal counsel, in conjunction with this engagement except (i) as required by the Company, its legal advisors or a court of competent jurisdiction or (ii) as reasonably required in the performance of this engagement, but in no event without providing prior notice to the Company and making all reasonable efforts to obtain the Company's prior written approval.
10. Indemnification/Limitations on Liability. FAAN shall incur no liability for any acts or omissions of the Engagement Personnel related to the performance or non-performance of consulting services and consistent with the requirements of this engagement and this Agreement, provided that such actions or omissions are not carried out in a manner that is dishonest or grossly negligent and/or the Engagement Personnel has not engaged in willful misconduct.

8

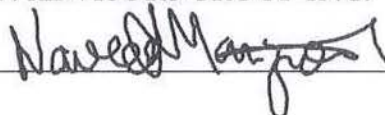
The Company shall indemnify the Engagement Personnel acting as officers (the "Indemnified Professionals") to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the Indemnified Professionals. In the event the Company initiates an Insolvency Proceeding, the Company will also seek, as part of any plan confirmation or final sale order obtained through an Insolvency proceeding, a full and final release of FAAN from all potentially affected parties to the plan confirmation or final sale order. The Company shall use reasonable commercial efforts to obtain such approval by the Court.

11. Miscellaneous. This Agreement: (a) shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein without giving effect 'to such Province's rules concerning conflicts of laws that might provide for any other choice of law; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; (c) may not be amended or modified except in writing executed by each of the parties hereto; (d) may be executed by facsimile and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement; and (e) notwithstanding anything herein to the contrary, upon the completion of the restructuring process presently being undertaken in respect of the Company, FAAN may reference or list the Company's name and/or a general description of the services in FAAN's marketing materials.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

FAAN ADVISORS GROUP INC.

Per: 

Naveed Z. Manzoor, Managing Director

Accepted and agreed:

Stokes Inc.

Per: 

(I have the authority to bind the Corporation)

Stuart Shiveck
Co-CEO & C.O.O.

P-9.A

**Consulting Agreement
(Redacted)**

CONSULTING AGREEMENT

This Consulting Agreement, dated as of February 20, 2020 (together with all Exhibits and attachments hereto, collectively, the “**Agreement**”), is made by and between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (the “**Consultant**”) and Stokes Inc., with a principal place of business at 5660 Ferrier Street, Montreal, Québec (the “**Merchant**”).

WITNESSETH:

WHEREAS, Merchant has identified Stores (as defined below) at which it desires Consultant to provide consulting services with respect to the management and disposition of Merchandise (as defined below) in the context of a “Store Closing Sale” or similar theme sale;

WHEREAS, Consultant is in the business of, among other things, providing inventory and fixture disposition services to retailers desiring to close retail store locations;

WHEREAS, Merchant and Consultant desire to enter into an arrangement whereby Consultant will provide inventory and fixture disposition services to Merchant at the Stores and any additional retail store locations designated by Merchant from time to time.

WHEREAS, Merchant has filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*, R.C.S. 1985, c. B-3 and intends to file an application with the Superior Court of Québec (Commercial Division) (the “**Court**”) seeking the Approval Order (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

- 1.1 “**Approval Order**” shall have the meaning set forth in Section 13.9 of this Agreement.
- 1.2 “**Budget**” shall mean the budget attached hereto as **Exhibit 2**.
- 1.3 “**Consultant’s Fee**” shall have the meaning set forth in Section 4.1.
- 1.4 “**Deposit**” shall have the meaning set forth in Section 5.3 of this Agreement.
- 1.5 “**Deposit Protection**” shall have the meaning set forth in Section 5.4 of this Agreement.
- 1.6 “**Employees**” shall have the meaning set forth in Section 7.1.
- 1.7 “**FF&E**” shall mean all owned furniture, fixtures, and equipment located in the Stores as of the applicable Sale Commencement Date for such Stores.

- 1.8 **“FF&E Fee”** shall have the meaning set forth in Section 10.1.
- 1.9 **“Final Reconciliation”** shall have the meaning set forth in Section 5.2.
- 1.10 **“Gross Proceeds”** shall mean the sum of gross proceeds of all sales of Merchandise (including, as a result of the redemption of any gift card, gift certificate or merchandise credit) during the Sale Term, net only of sales taxes.
- 1.11 **“Merchandise”** shall mean all items of owned merchandise located in the Stores as of the applicable Sale Commencement Date, as well as additional inventory owned by Merchant and delivered to the applicable Stores by Merchant after the Sale Commencement Date.
- 1.12 **“Sale”** shall mean a “Store Closing” or other mutually agreed high-impact sale at a Store or group of Stores designated by Merchant.
- 1.13 **“Sale Commencement Date”** shall mean a date that is no later than March 2, 2020.
- 1.14 **“Sale Expenses”** shall mean those expenses controlled by Consultant and incurred in connection with the Sale, including (i) Supervisor Costs, (ii) advertising expenses, and (iii) miscellaneous expenses necessary for the Sale, as set forth on the Budget.
- 1.15 **“Sale Term”** shall mean the period of time beginning with the Sale Commencement Date and ending on the Sale Termination Date.
- 1.16 **“Sale Termination Date”** for the Stores shall be determined by store and shall be a date mutually agreed upon between Merchant and Consultant but in no event later than May 24, 2020.
- 1.17 **“Services”** shall mean the services to be performed by Consultant pursuant to Section 2.2 of this Agreement.
- 1.18 **“Store Employees”** shall mean those individuals who Merchant employs and retains in the Stores to conduct the Sale.
- 1.19 **“Stores”** shall mean Merchant’s retail store locations identified on **Exhibit 1** under the heading “Closing Stores” and, at the option of and as designated by the Merchant in its sole discretion, any one or more of those retail store locations identified on Exhibit 1 as “Option Stores”.
- 1.20 **“Supervisor Costs”** shall have the meaning set forth in Section 2.3 of this Agreement.
- 1.21 **“Supervisors”** shall mean the individuals whom Consultant shall engage to provide Services in the Stores to Merchant in connection with the Sale.

2. CONSULTING SERVICES

- 2.1 Consultant hereby agrees to serve as an independent consultant to Merchant in connection with the conduct of a Sale at such retail Store locations designated by Merchant during the term of this Agreement.

- 2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, Consultant shall provide Merchant with the following Services with respect to the conduct of a Sale:
- (i) with approval of Merchant, onsite Sale management team, including an operational lead and a financial lead, to assist Merchant in conducting the Sale;
 - (ii) with approval of Merchant, qualified on-site field supervisors to assist Merchant in conducting the Sale;
 - (iii) oversee the liquidation and disposal of the Merchandise and FF&E to assist Merchant in maximizing the net proceeds from the Sale;
 - (iv) recommend and implement, with approval of Merchant, appropriate advertising to effectively sell the Merchandise during the Sale;
 - (v) recommend and implement, with the approval of Merchant, the appropriate merchandising, pricing and discounting of the Merchandise;
 - (vi) determine the need for and facilitate transfers of inventory between Stores, with the approval of Merchant;
 - (vii) with approval of Merchant, promote the Merchant's brand, ecommerce business, and ongoing retail locations with appropriate customer redirect advertising;
 - (viii) cooperate with Merchant to ensure a smooth wind down for stores that are currently closing; and
 - (ix) provide such other related services deemed necessary or prudent by Merchant and Consultant under the circumstances giving rise to a Sale.
- 2.3 In connection with the Sale, Consultant shall directly retain and engage the Supervisors. With respect to the Sale, Consultant, with the approval of the Merchant, shall determine the appropriate number of Supervisors to use in the Sale based on the number and the location of Stores included in the Sale. The Supervisors are independent contractors engaged by Consultant and are not and shall not be deemed to be employees or agents of Merchant in any manner whatsoever; nor do the Supervisors have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for the Supervisors. During the Sale Term, the Supervisors shall perform Services during normal Store operating hours and for the period of time prior to the Store opening and subsequent to the Store closing, as required in connection with the Sale in Consultant's discretion. In consideration of Consultant's engagement of the Supervisors, Merchant agrees to pay Consultant, as a Sale Expense as set forth on the Budget, (i) the weekly rate and bonus for such Supervisors, and (ii) the Supervisors' documented, reasonable and actual out of pocket travel costs for travel to and from and between the Stores (collectively, the "**Supervisor Costs**"). Notwithstanding the foregoing, the weekly Supervisor Costs shall not exceed, by person, the amount per week in **Exhibit 2**.
- 2.4 Title to all Merchandise shall remain with Merchant at all times during the Sale Term until such Merchandise is sold by or on behalf of Merchant. All sales of Merchandise in the Stores shall be made on behalf of Merchant.

3. EXPENSES

- 3.1 In connection with the Sale, Merchant shall be responsible for the payment of all expenses incurred in operating the Stores and conducting the Sale, specifically including all Sale Expenses, except solely for any of the specifically identified Sale Expenses that exceed the budgeted amount for such Sale Expenses as set forth in the Budget, which excess shall be solely for the account of Consultant, unless otherwise agreed to by Merchant in writing. Consultant shall control Sale Expenses in accordance with the Budget.

4. CONSULTANT'S FEES

- 4.1 Consultant shall be entitled to a base fee equal to [REDACTED] of the Gross Proceeds (the “**Consultant’s Fee**”).

5. DEPOSIT, INVOICES AND FINAL RECONCILIATION

- 5.1 Consultant shall bill the Merchant weekly with each bill setting forth (i) Sale Expenses incurred directly by Consultant as set forth in the Budget (up to the budgeted amount) (and provide reasonable documentation for such actually-incurred expenses), (ii) the base Consultant’s Fee that has been earned from the prior week’s sales pursuant to Section 4.1, and (iii) the applicable FF&E Fee that has been earned from the prior week’s sales pursuant to Section 13.1. Within four (4) business days of the submission of such invoices, such invoices shall be paid in full by Merchant.
- 5.2 No later than thirty (30) days following the end of the Sale, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the “**Final Reconciliation**”).
- 5.3 As security for the payment and performance by Merchant of all of its obligations to Consultant under this Agreement, upon execution of this Agreement Merchant shall pay to Consultant a deposit in the amount of \$75,000 (the “**Deposit**”).
- 5.4 The Approval Order shall approve the payment of the Deposit *nunc pro tunc*, and shall order and declare that the Deposit shall be and remain free of all claims and encumbrances (including court ordered charges and deemed trusts) of creditors and other stakeholders of Merchant, and that Consultant shall be entitled to apply the Deposit against amounts payable or reimbursable to it under this Agreement without interference or claim from any creditor, trustee in bankruptcy or other stakeholder of Merchant and without leave or further order of the Court (the “**Deposit Protections**”). In the context of the Final Reconciliation, the Deposit shall be reconciled against any outstanding Expenses and fees outstanding with any balance returned forthwith to Merchant.

6. EMPLOYEES

- 6.1 Consultant shall consult with Merchant and Merchant shall select and retain the Store Employees to be utilized as part of the Sale during the Sale Term.
- 6.2 Merchant agrees to use its reasonable best efforts to insure that as of the Sale Commencement Date the Stores will be staffed with historical levels of Store Employees.
- 6.3 Subject to Section 9.1 hereof, Consultant shall have no liability to the Store Employees (including any of Merchant’s former employees) of any kind or nature whatsoever, including without limitation, with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable

notice of termination, or any other expenses or liability arising from Merchant's employment of such Store Employees prior to, during, and subsequent to the Sale.

7. AFFIRMATIVE DUTIES OF CONSULTANT

- 7.1 Consultant shall reimburse, indemnify, defend and hold Merchant and its officers, directors, agents, and employees, harmless from and against any damage, loss, expense (including reasonable attorneys' fees) or penalty, or any claim or action therefore, by or on behalf of any person, arising out of the performance or failure of performance of this Agreement by Consultant, or due to any acts or omissions by the Consultant or its employees, Supervisors, other agents (the "**Employees**"), including but not limited to breaches or violations of human rights legislation and the Consultants', Supervisors', and Employees' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), unemployment compensation claims, or actions taken by Consultant or its Employees.
- 7.2 At the conclusion of the Sale at each Store, Consultant shall leave such Store in broom clean condition, reasonable wear and tear accepted, subject to the Consultant's right to abandon in a neat and orderly manner all unsold FF&E, as provided in Section 10.3 hereof. In no event shall Consultant be responsible or liable for the obligations of Merchant under any lease or other agreement relating to the use or occupation of any Store or other premises, including any repair or restoration obligations.

8. AFFIRMATIVE DUTIES OF MERCHANT

- 8.1 Subject to the terms and limitations set forth herein, Merchant shall be solely liable for, and shall pay weekly, all Sale Expenses as well as all taxes, costs, expenses, accounts payable and other liabilities relating to the Sale, the Stores, Store Employees and Merchant's business operations during the Sale. Within two business days of the submission of such invoices, such invoices shall be paid in full by Merchant.
- 8.2 Merchant shall prepare and process all reporting forms, certificates, reports and other documentation required in connection with the payment of all applicable taxes for the Stores to the appropriate taxing authorities. Merchant shall collect all sales taxes. Merchant shall pay the same to the appropriate taxing authorities in accordance with the applicable law.
- 8.3 Merchant shall indemnify and hold Consultant and its agents, employees, principals and Supervisors harmless from and against any and all damages, fines, penalties, losses, claims or expenses (including, without limitation, reasonable attorneys' fees) that Consultant may incur or sustain arising out of Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law or to pay any liability referred to in Section 10.1 hereof.
- 8.4 Merchant shall use all reasonable efforts to cause all Store Employees, and all other representatives and agents of Merchant to cooperate fully with Consultant and its Supervisors in connection with the Sale during the Sale Term.
- 8.5 Merchant shall indemnify and hold Consultant and its agents, employees, principals and Supervisors harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to the (i) negligent acts or omissions of Merchant or its agents, employees, in connection with the Sale, (ii) the breach by Merchant of any of its obligations under this Agreement, (iii) any proceedings before any court of

competent jurisdiction regarding this Agreement, (iv) any claims by any party engaged by Merchant as an employee or independent contractor arising out of or in relation to such engagement or the termination thereof, (v) any consumer warranty or products liability claim relating to any Merchandise, and (vi) any claims in respect of rent or other occupancy costs or charges relating to any Store or other premises.

- 8.6 Merchant shall grant Consultant access to the Store premises for the duration of the Sale. Merchant shall provide central services and IT services to Consultant throughout the Sale as may be required for Consultant to fulfill its obligations under this Agreement.

9. INSURANCE

- 9.1 Merchant shall maintain throughout the Sale Term, liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with Merchant's operation of the Stores. Merchant shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence or willful misconduct of Consultant, or its employees, representatives, agents or Supervisors.
- 9.2 Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, or the Merchandise or other assets located therein or associated therewith, or of the Store Employees, and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.
- 9.3 Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for liability claims (product liability and otherwise) of customers, employees and other persons arising from events occurring at the Stores, and Merchandise sold in the Stores, before, during and after the Sale Term.

10. FIXTURES

- 10.1 Consultant shall sell the FF&E in the Stores for a commission equal to [REDACTED] of the gross proceeds generated from the sale of such assets, net only of Sales Tax (the "FF&E Fee").
- 10.2 Merchant shall be responsible for all expenses incurred in selling, removing and/or disposing of such fixtures, which shall be agreed to and set forth in a separate budget which will be finalized prior to the commencement of any FF&E sale.
- 10.3 Consultant shall have the right to abandon any unsold FF&E without liability on the part of Consultant to Merchant or any third party.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 Merchant warrants, represents, covenants and agrees that, subject to the issuance of the Approval Order: (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its province of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms

and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein; (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with Merchant's customary practices; and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Consultant.

- 11.2 Each party comprising the Consultant warrants, represents, covenants and agrees that: (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its province of organization, with full power and authority to execute and deliver this Agreement and to perform the Consultant's obligations hereunder, and maintains its principal executive office at the addresses set forth herein; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein; (c) Consultant shall comply with and act in accordance with any and all applicable federal, provincial and local laws, rules, and regulations, and other legal obligations of all governmental authorities; (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent; (e) Consultant will not take any disciplinary action against any employee of Merchant; and (f) Consultant is not a non-resident of Canada pursuant to the Income Tax Act and shall provide the Merchant with its relevant sales tax numbers prior to the Sale.

12. NOTICE

Written notices contemplated by this Agreement shall be sent by email (i) if to Merchant: c/o Stuart Shiveck (sshiveck@stokesstores.com), with a copy to Osler Hoskin & Harcourt LLP, attn. Sandra Abitan/Julien Morissette (sabitano@osler.com/jmorissette@osler.com); and (ii) if to Consultant: c/o Tiger Capital Group, LLC, 60 State Street, 11th Floor, Boston, MA 02109, attn. Mark P. Naughton (mnaughton@tigergroup.com), with a copy to Fasken Martineau DuMoulin LLP, attn. Marc-André Morin (mamorin@fasken.com).

13. MISCELLANEOUS

- 13.1 This Agreement shall be governed by and interpreted in accordance with the internal laws of the Province of Québec, without reference to any conflict of law provisions.
- 13.2 In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.
- 13.3 This Agreement constitutes the entire agreement between the parties with respect of the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Merchant and Consultant.
- 13.4 This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- 13.5 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same

instrument. Delivery by facsimile of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

- 13.6 Nothing contained herein shall be deemed to create any relationship between Consultant and Merchant other than that of an independent contractor. It is stipulated that the parties are not partners or joint venturers.
- 13.7 Except as may otherwise be directed by the Merchant, after the Sale Commencement Date, in Merchant's discretion, Merchant and Consultant shall accept returns of returned Merchandise sold and delivered to customers prior to the Sale Commencement Date in a manner consistent with Merchant's customary practices.
- 13.8 All sales of Merchandise shall be by cash or credit (no checks) and shall be "final" with no returns accepted or allowed. Sales receipts will be marked as "no refunds - no returns" or similar language.
- 13.9 The Parties acknowledge that Court approval is required for Merchant to enter into and perform under this Agreement (the "**Approval Order**") and that should the Approval Order not be obtained, this Agreement shall have no force and effect and the Deposit shall be immediately returned in full to Merchant. Immediately after execution of this Agreement by both Parties, Merchant shall file and thereafter diligently prosecute a motion in the Court seeking entry of the Approval Order in form and substance acceptable to the parties, among other things (i) authorizing Merchant to enter into and perform under this Agreement and conduct the Sale, (ii) approving the sale guidelines attached hereto as **Exhibit 3**, and (iii) establishing the Deposit Protections. Merchant shall provide Consultant with a reasonable opportunity to review the court materials in support of the application for the Approval Order before service, and shall serve those materials on such parties and in such manner and timing as Merchant and Consultant shall agree, each acting reasonably.

[signature page follows]

IN WITNESS WHEREOF, Merchant and Consultant hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

A joint venture comprised of
**TIGER ASSET SOLUTIONS CANADA,
ULC**

By: 

Name: Mark P. Naughton

Title: Senior General Counsel

and
GA RETAIL CANADA ULC

By: 

Name: Marina Fineman

Title: Associate General Counsel

STOKES INC.

By: _____

Name: Stuart Shiveck

Title: Co-Chief Executive Officer

IN WITNESS WHEREOF, Merchant and Consultant hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

A joint venture comprised of
**TIGER ASSET SOLUTIONS CANADA,
ULC, LLC**
and
GA RETAIL CANADA ULC

By: _____
Name:
Title:

STOKES INC.

By:  _____
Name: Stuart Shiveck
Title: Co-Chief Executive Officer

EXHIBIT 1
STORES

Store #	Province	City	SqFt	Banner	Landlord Richter	Location	Zip Code
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Closing Stores

1602	AB	Calgary	1502	Stokes	Cadillac Fairview	Market Mall (Calgary)	T3A 0E2
1615	AB	Edmonton	4482	Stokes	Riocan Property Services	South Edmonton Common	T6K 4B5
1617	AB	Fort McMurray	1637	Stokes	Primaris Management Inc.	Peterpond Mall (Fort McMurray)	T9H 1L2
1620	AB	Lloydminster	1593	Stokes	Triovest Realty Advisors Inc.	Lloyd Mall (Lloydminster)	T9V 0A7
1621	AB	Grande Prairie	1546	Stokes	Morguard Investment Ltd.	Prairie Mall (Grand Prairie)	T8V 3Y2
1623	AB	St Albert	2067	Stokes	Primaris Management Inc.	St-Albert Centre	T8N 3K8
1624	AB	Edmonton	1812	Stokes	Oxford	Kingsway Mall	T5G 3A6
3601	AB	Calgary	1894	Thinkkitchen	Primaris Management Inc.	TK - Sunridge (Calgary)	T1Y 5T4
3603	AB	Edmonton	1854	Thinkkitchen	Ivanhoe Cambridge Inc.	TK-Outlet Collection EIA	T9E 1J5
1701	BC	Kelowna	1878	Stokes	Primaris Management Inc.	Orchard Park S.C. (Kelowna)	VIY 6H2
3702	BC	Chilliwack	1596	Thinkkitchen	Morguard Investment Ltd.	TK - Cottonwood (Chilliwack)	V2R 1A1
3704	BC	Richmond	1908	Thinkkitchen	Templeton Doc Limited Partnership	TK - Vancouver Airport Outlet	V7B 0B7
3705	BC	Tswassen First Nati	2298	Thinkkitchen	Ivanhoe Cambridge Inc.	TK-Tsawwassen Mills	V4M 0B3
1803	MB	Winnipeg	1527	Stokes	Cadillac Fairview	Polo Park S.C. (Winnipeg)	R3G 0W4
3802	MB	Winnipeg	2234	Thinkkitchen	Ivanhoe Cambridge Inc.	TK OUT Coll Winnipeg	R3P 2T3
1304	NB	Bathurst UNIT 73B	1322	Stokes	Cushman & Wakefield	Bathurst Mall	E2A 3A6
1305	NB	Atholville	1926	Stokes	Immostar	Sugarloaf (Atholville)	G2K 0B8
1901	NL	St John's	1231	Stokes	Crombie Developments Ltd.	Avalon Mall (St-John's)	B2H 3S2
1903	NL	St John's	2096	Stokes	Plaza Group Inc.	Village S.C.(St John's)	H9R 3X3
1508	NS	New Glasgow	2050	Stokes	Crombie Developments Ltd.	Highland Sq (New Glasgow)	B2H 3S2
3502	NS	Dartmouth	2035	Thinkkitchen	Ivanhoe Cambridge Inc.	TK - Mic Mac Mall (Dartmouth)	B3A 4N3
1268	ON	Mississauga	1939	Stokes	Cushman & Wakefield	Dixie Outlet Mall	L5E1V4
1204	ON	Peterborough	2635	Stokes	Cushman & Wakefield	Lansdowne Pl. (Peterborough)	K9J 7Y5
1206	ON	Timmins	2758	Stokes	Riocan Property Services	Timmins Square	P4R 1A1
1215	ON	North Bay	1904	Stokes	Morguard Investment Ltd.	Northgate S.C.	P1B 2H3
1239	ON	Ottawa	1739	Stokes	Cushman & Wakefield	Carlingwood S. C.	K2A 1H2
1253	ON	Niagara Falls	3548	Stokes	Primaris Management Inc.	Canada 1 Mall (Niagara Falls)	N1G 2X6
1254	ON	Owen Sound	1640	Stokes	Cushman & Wakefield	Heritage Place (Owen Sound)	N4K 6N7
1261	ON	London	1697	Stokes	McCor Management	Westmount SC (London)	N6K 1M6
1262	ON	Cornwall	1839	Stokes	Partners Reit	Cornwall Sq. (Cornwall)	H3C 1L9
1266	ON	Toronto	1831	Stokes	Cadillac Fairview	TD Centre (Toronto)	M5K 1A1
3201	ON	Ottawa	1896	Thinkkitchen	Controlex Corporation	TK - Ottawa Train Yards	K2E 7K3
3204	ON	Sudbury	1449	Thinkkitchen	Morguard Investment Ltd.	TK - New Sudbury Center	P3A 5Z9
3212	ON	Barrie	2085	Thinkkitchen	Riocan Property Services	TK - Georgian Mall	L4M 4Z8
1108	QC	Riviere du Loup	1472	Stokes	Cominar Real Estate Investment Trust	Centre Rivière du Loup	G5R 4C2
1154	QC	St-George de Beauce	1417	Stokes	Cominar Real Estate Investment Trust	Carrefour St-George	G5Y 5L6

Store #	Province	City	SqFt	Banner	Landlord Richter	Location	Zip Code
1178	QC	Thetford Mines	1824	Stokes	Cominar Real Estate Investment Trust	Carrefour Frontenac	G1V 0C1
1187	QC	Val d'Or	1629	Stokes	Westcliff Management	Crrfr du Nord Ouest (Val d'Or)	J9P 5K1
1188	QC	Baie-Comeau	1662	Stokes	Westcliff Management	Manicougan (Baie Comeau)	G5C 2X8
3102	QC	Quebec City	2212	Thinkkitchen	Oxford	TK -Gal de la Capitale	G2K 1N4
3105	QC	Gatineau	3522	Thinkkitchen	Riocan Property Services	TK - Riocan de la Gappe (Gatineau)	K1Z 7L3
3106	QC	Brossard	2134	Thinkkitchen	Cominar Real Estate Investment Trust	TK - Mail Champlain (Brossard)	J4W 2T5
1402	SK	Regina	1500	Stokes	Cushman & Wakefield	Cornwall Centre (Regina)	S4P 0J5
3401	SK	Saskatoon	1443	Thinkkitchen	Cushman & Wakefield	TK - Midtown Plaza (Saskatoon)	S7K 1J5

Option Stores

1302	NB	Dieppe	1857	Stokes	Cadillac Fairview	Champlain Place	E1A 4X5
1130	QC	Pointe Claire	2135	Stokes	Cadillac Fairview	Fairview Pointe Claire	H9R 5J2
1507	NS	Dartmouth	3123	Stokes	Centrecorp.	Dartmouth Crossing	B3B 0E5
3103	QC	Boisbriand	2464	Thinkkitchen	Centrecorp.	Faubourg Boisbriand	J7H 0A2
1189	QC	Victoriaville	2022	Stokes	Cogir	Bois Franks	G6S 1C1
1110	QC	Rimouski	1904	Stokes	COMINAR	Carrefour Rimouski	J5L 7Y5
1112	QC	Hull	1414	Stokes	COMINAR	Galleries De Hull	J8Y 3Y8
1611	AB	Edmonton	1200	Stokes	Cushman & Wakefield	Londonderry Mall	T5C 3C8
3801	MB	Winnipeg	2218	Thinkkitchen	Cushman & Wakefield	St. Vital Centre	R2M 5E5
3104	QC	Vaudreuil	2509	Thinkkitchen	Harden Group	Mega Centre Vaudreuil	J7V 0J5
1619	AB	Rockyview	2549	Stokes	IVANHOE CAMBRIDGE INC.	Crossiron Mills	T4A 0G3
3109	QC	Quebec City	1963	Thinkkitchen	IVANHOE CAMBRIDGE INC.	Place Laurier	G1V 2L8
1219	ON	Cambridge	1616	Stokes	Morguard	Cambridge Center	N1R 6B3
1238	ON	Ottawa	1129	Stokes	Morguard	St Laurent SC	K1K 3B8
1806	MB	Brandon	2179	Stokes	Morguard	Brandon Shoppers Mall	R7A 5C5
1387	NB	Fredericton	1687	Stokes	Primaris	Regent Mall	E3C 1A2
1183	QC	Montreal	4052	Stokes	Quadreal	Marche Centrale	H4N 1J8
3602	AB	Red Deer	2049	Stokes	Quadreal	Bower Place	T4R 1N9
1951	PEI	Charlottetown	2090	Stokes	Riocan	Charlottetown Mall	C1E 1H6
1606	AB	Edmonton	1882	Stokes	West Edmonton Mall	West Edmonton Mall	T5T 4J2
1129	QC	Valleyfield	1470	Stokes	Westcliff	Centre Valleyfield	J6S 4W4

EXHIBIT 2
BUDGET

Exhibit 2

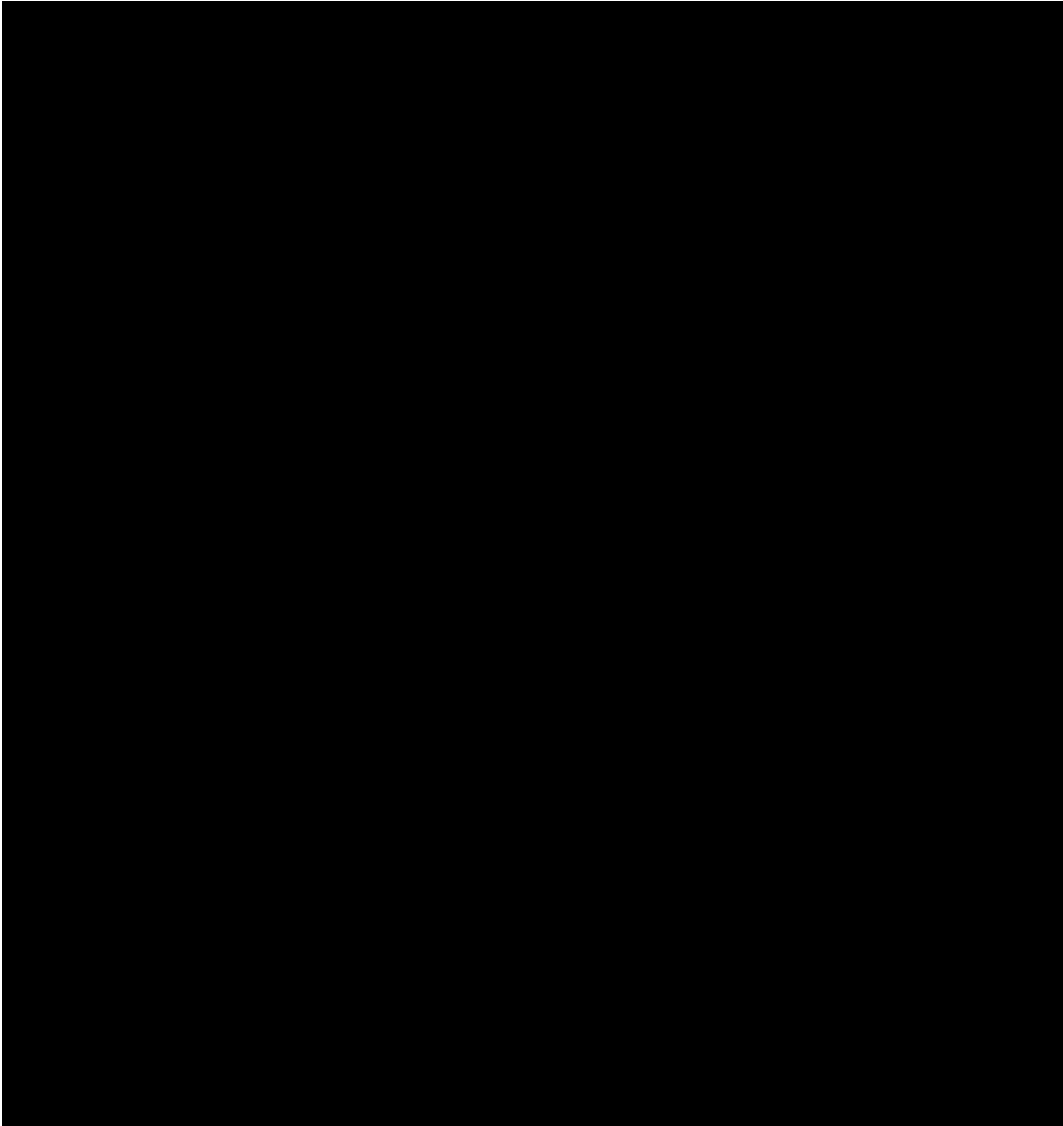


EXHIBIT 3
SALE GUIDELINES

SALE GUIDELINES

The following procedures shall apply to any sales to be held at Stokes Inc. ("**Stokes**") retail stores designated in the Consulting Agreement (as defined below) (the "**Stores**"). Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the Consulting Agreement.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Superior Court of Québec (Commercial Division) (the "**Court**") approving the Consulting Agreement between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (the "**Consultant**") and Stokes (the "**Consulting Agreement**") and the transactions contemplated thereunder (the "**Approval Order**") or (ii) the provisions of the *Bankruptcy and Insolvency Act* ("**BIA**") and any further Order of the Court; or (iii) any subsequent written agreement between Stokes and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases and other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed to create or impose upon Stokes or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the "**Vacate Date**"), and in all cases no later than May 24, 2020. Rent payable under the respective Leases shall be paid as provided in the Approval Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as a "everything on sale", "everything must go", "store closing" or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a "bankruptcy", a "liquidation" or a "going out of business" sale, it being understood that the French equivalent of "clearance" is "liquidation" and that "liquidation" is permitted to be used in French language signs). Forthwith upon request, the Consultant shall provide the proposed signage packages along with proposed dimensions (as approved by Stokes pursuant to the Consulting Agreement) by e-mail or facsimile to the applicable Landlords or to their counsel of record. Where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, Stokes, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store location without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common area of a mall shall be used

unless expressly permitted in the applicable Lease. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used; and (ii) no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the Service List. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Stokes (subject to the indemnity provisions of the Consulting Agreement, as applicable). The Consultant shall not utilize any commercial trucks to advertise the Sale on Landlord's property or mall ring roads.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping center or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final" and customers with any questions or complaints are to call Stokes' hotline number.
7. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord.
8. At the conclusion of the Sale in each Store, the Consultant and Stokes shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than Stokes FF&E (as defined below) for clarity) may be removed without the Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Approval Order. Any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by Stokes shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.
9. Subject to the terms of paragraph 8 above, the Consultant shall sell furniture, fixtures and equipment owned by Stokes ("**Stokes FF&E**") and located in the Stores during the Sale. Stokes and the Consultant may advertise the sale of Stokes FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the Landlord. Additionally, the purchasers of any Stokes FF&E sold

during the Sale shall only be permitted to remove the Stokes FF&E either through the back shipping areas designated by the Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if the Stokes FF&E can fit in a shopping bag, with Landlord's supervision as required by the Landlord and in accordance with the Approval Order. Stokes (subject to the indemnity provisions of the Consulting Agreement, as applicable) shall repair any damage to the Stores resulting from the removal of any Stokes FF&E by Consultant or by third party purchasers of Stokes FF&E.

10. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
11. Stokes hereby provides notice to the Landlords of Stokes and the Consultant's intention to sell and remove Stokes FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord that so requests, a walk-through with the Consultant to identify the Stokes FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any Stokes FF&E under the provisions of the Lease, such Stokes FF&E shall remain on the premises and shall be dealt with as agreed between Stokes, the Consultant and such Landlord, or by further Order of the Court upon application by Stokes on at least two (2) days' notice to such Landlord and the proposal Trustee. If Stokes has disclaimed or resiliated the Lease governing such Store in accordance with the BIA, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the BIA), and the disclaimer or résiliation of the Lease shall be without prejudice to Stokes's or the Consultant's claim to the Stokes FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the BIA to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Stokes, the proposal Trustee and the Consultant 24 hours' prior written notice; and (b) at the effective time of the disclaimer or résiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Stokes in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as Stokes under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. Stokes and the Consultant shall not conduct any auctions of Merchandise or Stokes FF&E at any of the Stores.

15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact for Consultant shall be (i) Mark P. Naughton who may be reached by phone at (312) 894-6081 or email at mnaughton@tigergroup.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Stokes shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.
16. Nothing herein or in the Consulting Agreement is or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Sale Guidelines may be amended by written agreement between the Consultant, Stokes and the applicable Landlord.

P-10

Draft Order

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-057985-208

DATE: February ●, 2020

PRESIDING: ●

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

STOKES INC.

Debtor / Petitioner

and

RICHTER ADVISORY GROUP INC.

Trustee

**ORDER APPROVING AN ADMINISTRATION CHARGE, A D&O CHARGE, A
CONSULTING AGREEMENT AND SALE GUIDELINES AND GRANTING
ANCILLARY RELIEF**

- [1] **CONSIDERING** the Application for an Order approving an Administration Charge, a D&O Charge, a Consulting Agreement and Sale Guidelines and granting ancillary relief pursuant to sections 64.1, and 64.2 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended ("**BIA**"), as well as the exhibits and

the affidavit of Mr. Mohammad Rahaman, filed in support thereof (the “**Application**”) by the Debtor / Petitioner Stokes Inc. (the “**Petitioner**”);

[2] **CONSIDERING** the Notice of intention to make a proposal filed by the Petitioner on February 18, 2020 in accordance with the BIA (the “**NOI**”);

[3] **CONSIDERING** the representations of counsel;

[4] **CONSIDERING** the provisions of the BIA;

THE COURT HEREBY:

[5] **GRANTS** the Application.

Definitions

[6] **DECLARES** that, unless otherwise defined, all capitalized terms in this Order shall have the meaning ascribed thereto in the Application.

Service

[7] **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Petitioner to the interested parties who are likely to be affected by the charges created herein.

Consulting Agreement and Sale of Inventory

[8] **APPROVES** and **RATIFIES** the Consulting Agreement dated as of February 20, 2020 between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (the “**Consultant**”) and the Petitioner (with such minor amendments as the Petitioner (with the consent of the Trustee), the Bank of Nova Scotia and the Consultant may agree to in writing, the “**Consulting Agreement**”), including the Sales Guidelines attached hereto as Schedule I (the “**Sales Guidelines**”), and **APPROVES** the transactions contemplated thereunder.

[9] Subject to the provisions of this Order, **AUTHORIZES** and **DIRECTS** the Petitioner to take any and all actions, including, without limitation, execute and deliver such additional documents, as may be necessary or desirable to implement the Consulting Agreement and each of the transactions contemplated thereunder.

[10] **DECLARES** that the Petitioner, with the assistance of the Consultant, is authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sales Guidelines and to advertise and promote the Sale within the Closing Stores in accordance with the Sales Guidelines.

Draft

- [11] **DECLARES** that if there is a conflict between this Order, the Consulting Agreement and the Sales Guidelines, the order of priority of documents to resolve such conflicts is as follows:
- (a) First, this Order;
 - (b) Second, the Sales Guidelines; and
 - (c) Third, the Consulting Agreement.
- [12] **ORDERS** and **DECLARES** that the Petitioner, with the assistance of the Consultant, is authorized to market and sell the Merchandise and the FF&E (as such terms are defined in the Consulting Agreement) free and clear of all security, prior claims, hypothecs, liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, taxes, obligations, liabilities, financial, monetary or other claims, whether or not such claims have attached or been registered, published, perfected or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or came into existence following the date of this Order (in each case, whether contractual, statutory, arising by operation of law or otherwise), including, without limitation the Administration Charge, the D&O Charge and any other charges hereafter granted by the Court in these proceedings (all of the foregoing, collectively "**Encumbrances**"), and for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Merchandise and the FF&E be expunged and discharged as against the Merchandise and the FF&E, in each case effective as of the sale of the Merchandise and FF&E, which Encumbrances will attach instead to the proceeds of sale of the Merchandise and FF&E (other than amounts specified at paragraph [23] of this Order), in the same order and priority as they existed as of the date hereof.
- [13] **ORDERS** and **DECLARES** that subject to the terms of this Order, the Sales Guidelines and the Consulting Agreement, the Consultant shall have the right to enter and use the Closing Stores and all related Store services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, located at the Closing Stores, and other assets of the Petitioner as designated under the Consulting Agreement, for the purpose of conducting the Sale and for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings in place in the present proceedings, as such stay of proceedings may be extended by further order of the Court.
- [14] **ORDERS** and **DECLARES** that until the applicable Sale Termination Date (as defined in the Consulting Agreement) for each Closing Store (which shall in no event be later than May 24, 2020), the Consultant shall have access to the Closing

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Stores in accordance with the applicable leases and the Sales Guidelines on the basis that the Consultant is assisting the Petitioner and the Petitioner has granted the right of access to the applicable Closing Store to the Consultant.

- [15] **DECLARES** that, to the extent that the terms of the applicable leases are in conflict with any term of this Order or the Sales Guidelines, the terms of this Order and the Sales Guidelines shall govern.
- [16] **DECLARES** that nothing contained in this Order or the Sales Guidelines shall be construed to create or impose upon the Petitioner or the Consultant any additional restrictions not contained in the applicable lease or other occupancy agreement.
- [17] **ORDERS** and **DECLARES** that except as provided for in section [10] of this Order in respect of the advertising and promotion of the Sale within the Closing Stores, subject to, and in accordance with this Order, the Consulting Agreement and the Sales Guidelines, the Consultant is authorized to advertise and promote the Sale, without further consent of any person other than the Petitioner and the Trustee as provided under the Consulting Agreement or a Landlord (as defined in the Consulting Agreement) as provided under the Sales Guidelines.
- [18] **ORDERS** and **DECLARES** that until the applicable Sale Termination Date, the Consultant shall have the right to use, without interference by any intellectual property licensor, the Petitioner's trademarks, tradenames and logos, as well as all licenses and rights granted to the Petitioner to use the trade names, trademarks, and logos of third parties, relating to and used in connection with the operation of the Closing Stores solely for the purpose of advertising and conducting the Sale of the Merchandise and FF&E in accordance with the terms of the Consulting Agreement, the Sales Guidelines and this Order, provided that the Consultant provides the Petitioner with a copy of any advertising prior to its use in the Sale.
- [19] **DECLARES** that the Consultant shall act solely as an independent consultant to the Petitioner and that it shall not be liable for any claims against the Petitioner other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sales Guidelines and, for greater certainty:
- (a) The Consultant shall not be deemed to be an owner or in possession, care, control or management of the Closing Stores, of the assets located therein or associated therewith or of the Petitioner's employees located at the Closing Stores or any other property of the Petitioner;
 - (b) The Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payer within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of

law for any purpose whatsoever, and shall not incur any successor liabilities whatsoever; and

- (c) The Petitioner shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines or awards) relating to claims of customers, employees and any other persons arising from events occurring at the Closing Stores during and after the Sale Term (as defined in the Consulting Agreement) in connection with the Sale, except to the extent such claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, agents or other representatives, or otherwise in accordance with the Consulting Agreement;

(sub-paragraphs (a), (b) and (c) above collectively, the “**Liability Limitations**”).

- [20] **AUTHORIZES** the Petitioner to remit, in accordance with the Consulting Agreement, all amounts that become due to the Consultant thereunder.
- [21] **ORDERS** that the Petitioner is authorized and permitted to transfer to the Consultant personal information in the Petitioner’s custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes.
- [22] **ORDERS** that (i) the Consulting Agreement shall not be repudiated, resiliated or disclaimed by the Petitioner, (ii) in accordance with section 69.4 of the BIA, the Consultant shall not be affected by the stay of proceedings in respect of the Petitioner and shall be entitled to exercise its rights and remedies under the Consulting Agreement including in respect of claims of the Consultant pursuant to the Consulting Agreement (collectively, the “**Consultant’s Claims**”), and (iii) the Consultant’s Claims shall not be compromised, arranged or discharged pursuant to any proposal or plan of compromise or arrangement by or in respect of the Petitioner, and the Consultant shall be treated as an unaffected creditor in the context of the present proceedings and in any proposal, arrangement, receivership or bankruptcy.
- [23] **DECLARES** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant to the Consulting Agreement and, at all times, the Consultant will retain such amounts, free and clear of all Encumbrances, notwithstanding any enforcement or other process, all in accordance with the Consulting Agreement.
- [24] **ORDERS** and **DECLARES** that notwithstanding:
 - (a) The pendency of these proceedings, including any bankruptcy that may result from these proceedings;

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- (b) Any application for a bankruptcy order, receivership order or interim receivership order issued pursuant to the BIA in respect of the Petitioner, or any order made pursuant to such an application;
- (c) The filing of any assignment for the general benefit of creditors made or deemed to have been made pursuant to the BIA;
- (d) Any proceedings undertaken in respect of the Petitioner under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCA**");
- (e) The provisions of any federal or provincial statute; or
- (f) Any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of the Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement to which the Petitioner is a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant, shall be binding on any trustee in bankruptcy, CCAA monitor, receiver or interim receiver that may be appointed in respect to the Petitioner and shall not be void or voidable by any person, including any creditor of the Petitioner, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

Deposit protections

- [25] **ORDERS** the Petitioner, *nunc pro tunc*, to pay the Deposit (as defined in the Consulting Agreement) to the Consultant, in accordance with the terms of the Consulting Agreement, and **DECLARES**, without limiting the generality of paragraph [23] of this Order, that the Deposit shall be free of all Encumbrances and that the Consultant shall be entitled to retain and apply the Deposit in accordance with the terms of the Consulting Agreement without claim or interference by any creditor, trustee in bankruptcy or other stakeholder of the Petitioner, notwithstanding any enforcement or other process, and without leave or further order of this Court.
- [26] **ORDERS** that the Petitioner shall not grant any Encumbrances in or against the Deposit.

Appointment of the Chief Restructuring Advisor

- [27] **CONFIRMS** and **RATIFIES** the engagement of FAAN Advisors Group Inc. as chief restructuring advisor to the Petitioner ("**FAAN**") pursuant to the engagement letter dated January 30, 2020 and filed in support of the Application as Exhibit P-8 (the "**CRA Engagement Letter**").
- [28] **ORDERS** that the Petitioner and FAAN shall be bound by the terms and conditions of the CRA Engagement Letter and that the Petitioner and FAAN are authorized to perform all of their respective obligations pursuant to the terms and conditions of the CRA Engagement Letter and that the Petitioner and FAAN shall benefit from all of the indemnities and other rights accruing to each of them thereunder.
- [29] **ORDERS** that FAAN is hereby directed and empowered to exercise and perform all of the powers, responsibilities and duties described in the CRA Engagement Letter, as well as all other ancillary powers, responsibilities or duties as may be necessary or useful in order to give full and proper effect to the terms and conditions of the CRA Engagement Letter or this Order (collectively the "**CRA Powers**").
- [30] **DECLARES** that FAAN shall not be or be deemed to be a director, officer or employee of the Petitioner.
- [31] **DECLARES** that FAAN shall benefit from the Liability Limitations, *mutatis mutandis*.
- [32] **ORDERS** that FAAN shall incur no liability or obligation as a result of the engagement under the CRA Engagement Letter or the fulfillment or exercise of the CRA Powers, save and except for gross negligence or willful misconduct on FAAN's part, provided further, that in no event shall the liability of FAAN exceed the quantum of the fees paid to FAAN, and that FAAN shall not, as a result of the fulfillment or exercise of the CRA Powers, be deemed to occupy or take control, care, charge, possession or management of any of the property of the Petitioner within the meaning of any environmental legislation.
- [33] **DECLARES** that FAAN shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of FAAN.
- [34] **ORDERS** that:
- (a) Any indemnification obligations of the Petitioner in favour of FAAN; and
 - (b) The payment obligations of the Petitioner to FAAN;

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shall be entitled to the benefit of and shall form part of the Administration Charge set out herein.

- [35] **ORDERS** that any rights or claims of FAAN shall be treated as unaffected in these proceedings and, for greater certainty, that FAAN shall be treated as an unaffected creditor under any proposal or plan of arrangement filed by the Petitioner under any insolvency legislation.
- [36] **ORDERS** that the Petitioner will indemnify and hold harmless FAAN for and against all claims, obligations or liabilities that any member of FAAN may incur or for which any member of FAAN may become responsible by reason of or in relation to the CRA Engagement Letter, the fulfillment or exercise of the CRA Powers or this Order, except where such claims, obligations or liabilities result from the CRO's gross negligence, willful misconduct or gross or intentional fault provided, however, that in no event shall the liability of FAAN exceed the quantum of fees paid to FAAN. The foregoing indemnity shall survive termination of the CRA's Engagement Letter or FAAN's discharge.

Administration Charge

- [37] **ORDERS** that the Trustee, counsel to the Trustee, FAAN and counsel to the Petitioner are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed the aggregate amount of \$750,000, as security for their professional fees and disbursements, at the standard rates and charges, incurred both before and after the date of this Order. The Administration Charge shall have the priority set out in paragraphs [41] and following of this Order.
- [38] **ORDERS** that the Trustee, counsel to the Trustee, counsel to the Petitioner and FAAN shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements), in each case at their standard rates and charges, by the Petitioner. The Petitioner is hereby authorized and directed to pay the accounts of the Trustee, counsel to the Trustee, counsel to the Petitioner, FAAN on a weekly basis or on such other basis as such persons may agree.

D&O Indemnification and Charge

- [39] **ORDERS** that the Petitioner shall indemnify all of its director and officers in office as at the date of this Order or thereafter appointed (the "**Director and Officers**") against obligations and liabilities that they may incur as director or officers of the Petitioner after the commencement of these proceedings, except to the extent that the obligation or liability was incurred as a result of the Director's or Officer's gross negligence or wilful misconduct.
- [40] **ORDERS** that the Director and Officers are hereby granted a charge (the "**D&O Charge**") on the Property, which charge shall not exceed the aggregate

amount of \$500,000, as security for the indemnity provided in paragraph [39] of this Order. The D&O Charge shall have the priority set out in paragraphs [41] and following of this Order.

Priority of court-ordered charges

- [41] **DECLARES** that the priorities of the Administration Charge and the D&O Charge (collectively, the “**NOI Charges**”), as between them with respect to any Property to which they apply, shall be as follows:

- (a) First, the Administration Charge;
- (b) Second, the D&O Charge;

provided, however, that the NOI Charges shall rank after and be subordinated to the Scotia Security over the assets of the Petitioner in order to guarantee all present and future indebtedness owing by the Petitioner to Scotia, and to the HSBC Security, but in priority to any other Encumbrances.

- [42] **ORDERS** and **DECLARES** that each of the NOI Charges shall constitute a charge on the Property and that such Charges shall rank in priority to other Encumbrances in favour of any person other than the Scotia Security and the HSBC Security, which shall rank senior to and ahead of the NOI Charges.

- [43] **ORDERS** that the filing, registration or perfection of the NOI Charges shall not be required, and that the NOI Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, published, recorded or perfected subsequent to the NOI Charges coming into existence.

- [44] **ORDERS** that except as may be approved or ordered by this Court, the Petitioner shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the NOI Charges, unless the Petitioner also obtains the prior written consent of the Trustee and the beneficiaries of the NOI Charges.

- [45] **ORDERS** and **DECLARES** that notwithstanding:

- (a) The pendency of these proceedings;
- (b) Any application for a bankruptcy order pursuant to the BIA or any bankruptcy order made pursuant to such an application;
- (c) The filing of any assignment for the general benefit of creditors made pursuant to the BIA;
- (d) The provisions of any federal or provincial statute; or

- (e) Any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of the Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement to which the Petitioner is a party;

the NOI Charges shall be binding on any trustee in bankruptcy that may be appointed in respect to the Petitioner and shall not be void or voidable by any person, including any creditor of the Petitioner, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

- [46] **ORDERS** that any of the NOI Charges created by this Order over leases of real property in Canada shall only be a charge in the Petitioner's interest in such real property leases.

Payment of Rent

- [47] **ORDERS** that until a real property or immovable lease is disclaimed or resiliated in accordance with the BIA, the Petitioner shall pay all amounts constituting rent or payable as rent under real property or immovable leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Petitioner and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, or the immediately following business day if that day is not a business day, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of the NOI shall also be paid.

General

- [48] **ORDERS** that Exhibits P-3, P-4, P-5, P-8 and P-9 filed in support of the Application be kept confidential and under seal until further order of this Court.
- [49] **ORDERS** that no person shall commence, proceed with or enforce any proceedings against the Trustee or any of the Director and Officers, employees, legal counsel or financial advisors of the Petitioner or of the Trustee in relation to the business of the Petitioner or the Property, without first obtaining leave of this Court, upon five (5) business days' written notice to the Petitioner's counsel, the Trustee and to all those referred to in this paragraph whom it is proposed be named in such proceedings.

- [50] **DECLARES** that the NOI, this Order and any proceeding or affidavit leading to this Order, shall not, in and of themselves, constitute a default or failure to comply by the Petitioner under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement other than the Scotia Loan (subject to the Forbearance Agreement).
- [51] **DECLARES** that this Order and its effects shall survive the filing by the Petitioner of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Petitioner pursuant to the terms of the CCAA or the bankruptcy of the Petitioner, unless this Court orders otherwise.
- [52] **DECLARES** that, except as otherwise specified herein or in the BIA, the Petitioner and the Trustee are at liberty to serve any notice, proof of claim form, proxy, circular or 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 addresses as last shown on the records of the Petitioner and that any such service 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 by ordinary mail.
- [53] **DECLARES** that the Petitioner and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Petitioner shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.
- [54] **DECLARES** that, except as otherwise specified herein or in the BIA, or ordered by this Court, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a response on the Petitioner's counsel and the Trustee and has filed such response with this Court, or appears on the service list prepared by the Petitioner, the Trustee or their counsel, save and except when an order is sought against a person not previously involved in these proceedings.
- [55] **DECLARES** that the Petitioner or the Trustee may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [56] **DECLARES** that the Petitioner and the Trustee shall be entitled to seek leave to vary this Order upon such terms and such notice as this Court deems just.
- [57] **ORDERS** and **DECLARES** that any interested Person may apply to this Court to vary or rescind this Order or seek other relief upon five (5) business days' notice

to the Petitioner, the Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

- [58] **DECLARES** that the Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [59] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist, the Petitioner, the Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner and the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to the Order, to grant representative status to the Trustee in any foreign proceeding or to assist the Petitioner, the Trustee and their respect agents in carrying out this Order.
- [60] **ORDERS** that each of the Petitioner and the Company be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulator or administrative body, wherever located, for the recognition of the Order and for assistance in carrying out the terms of this Order, and that the Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.
- [61] **ORDERS** provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.
- [62] **THE WHOLE** without costs.

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MTRE. SANDRA ABITAN
MTRE. JULIEN MORISSETTE
(OSLER, HOSKIN & HARCOURT LLP)
COUNSEL TO THE PETITIONER

Hearing date: February ●, 2020

SCHEDULE I**SALE GUIDELINES**

The following procedures shall apply to any sales to be held at Stokes Inc. ("**Stokes**") retail stores designated in the Consulting Agreement (as defined below) (the "**Stores**"). Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the Consulting Agreement.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Superior Court of Québec (Commercial Division) (the "**Court**") approving the Consulting Agreement between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (the "**Consultant**") and Stokes (the "**Consulting Agreement**") and the transactions contemplated thereunder (the "**Approval Order**") or (ii) the provisions of the *Bankruptcy and Insolvency Act* ("**BIA**") and any further Order of the Court; or (iii) any subsequent written agreement between Stokes and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases and other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed to create or impose upon Stokes or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the "**Vacate Date**"), and in all cases no later than May 24, 2020. Rent payable under the respective Leases shall be paid as provided in the Approval Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as a "everything on sale", "everything must go", "store closing" or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a "bankruptcy", a "liquidation" or a "going out of business" sale, it being understood that the French equivalent of "clearance" is "liquidation" and that "liquidation" is permitted to be used in French language signs). Forthwith upon request, the Consultant shall provide the proposed signage packages along with proposed dimensions (as approved by Stokes pursuant to the Consulting Agreement) by e-mail or facsimile to the applicable Landlords or to their counsel of record. Where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, Stokes, the Consultant and the Landlord will work together to resolve

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the dispute. Furthermore, with respect to enclosed mall Store location without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common area of a mall shall be used unless expressly permitted in the applicable Lease. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used; and (ii) no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the Service List. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Stokes (subject to the indemnity provisions of the Consulting Agreement, as applicable). The Consultant shall not utilize any commercial trucks to advertise the Sale on Landlord's property or mall ring roads.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping center or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final" and customers with any questions or complaints are to call Stokes' hotline number.
7. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord.
8. At the conclusion of the Sale in each Store, the Consultant and Stokes shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than Stokes FF&E (as defined below) for clarity) may be removed without the Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Approval Order. Any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by Stokes shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.

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9. Subject to the terms of paragraph 8 above, the Consultant shall sell furniture, fixtures and equipment owned by Stokes ("**Stokes FF&E**") and located in the Stores during the Sale. Stokes and the Consultant may advertise the sale of Stokes FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the Landlord. Additionally, the purchasers of any Stokes FF&E sold during the Sale shall only be permitted to remove the Stokes FF&E either through the back shipping areas designated by the Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if the Stokes FF&E can fit in a shopping bag, with Landlord's supervision as required by the Landlord and in accordance with the Approval Order. Stokes (subject to the indemnity provisions of the Consulting Agreement, as applicable) shall repair any damage to the Stores resulting from the removal of any Stokes FF&E by Consultant or by third party purchasers of Stokes FF&E.
10. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
11. Stokes hereby provides notice to the Landlords of Stokes and the Consultant's intention to sell and remove Stokes FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord that so requests, a walk-through with the Consultant to identify the Stokes FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any Stokes FF&E under the provisions of the Lease, such Stokes FF&E shall remain on the premises and shall be dealt with as agreed between Stokes, the Consultant and such Landlord, or by further Order of the Court upon application by Stokes on at least two (2) days' notice to such Landlord and the proposal Trustee. If Stokes has disclaimed or resiliated the Lease governing such Store in accordance with the BIA, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the BIA), and the disclaimer or résiliation of the Lease shall be without prejudice to Stokes's or the Consultant's claim to the Stokes FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the BIA to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Stokes, the proposal Trustee and the Consultant 24 hours' prior written notice; and (b) at the effective time of the disclaimer or résiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Stokes in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as Stokes under the terms of the applicable Lease, and the Landlords shall

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have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

14. Stokes and the Consultant shall not conduct any auctions of Merchandise or Stokes FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact for Consultant shall be (i) Mark P. Naughton who may be reached by phone at (312) 894-6081 or email at mnaughton@tigergroup.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Stokes shall have the right to schedule a “status hearing” before the Court on no less than two (2) days written notice to the other party or parties, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.
16. Nothing herein or in the Consulting Agreement is or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Sale Guidelines may be amended by written agreement between the Consultant, Stokes and the applicable Landlord.

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**SUPERIOR COURT
(Commercial Division)**

DISTRICT OF MONTRÉAL

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

STOKES INC.

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Trustee

**APPLICATION FOR AN ORDER APPROVING AN
ADMINISTRATION CHARGE, A D&O CHARGE, A
CONSULTING AGREEMENT AND SALE GUIDELINES
AND GRANTING ANCILLARY RELIEF
(Sections 64.1 and 64.2 of the Bankruptcy and
Insolvency Act), AFFIDAVIT, NOTICE OF
PRESENTATION, LIST OF EXHIBITS, EXHIBITS P-1,
P-2, P-6, P-7, P-9.A AND P-10**

ORIGINAL

Code: BO 0323

o/f: 1206825

**OSLER, HOSKIN & HARCOURT LLP
Mtre. Sandra Abitan, Mtre. Julien Morissette,
Mtre. Ilia Kravtsov**

1000 De La Gauchetière Street West, Suite 2100
Montréal, Québec H3B 4W5
Tel: 514-904-8100 Fax: 514-904-8101

sabitan@osler.com, jmorissette@osler.com,
ikravtsov@osler.com, notificationosler@osler.com