

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N°: 500-11-057549-194

DATE: March 7, 2022

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**PRESIDING: THE HONOURABLE PHILIPPE BÉLANGER, J.S.C.**

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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:**

**9227-1584 QUÉBEC INC.**

Debtor

-and-

**KPMG INC.**

Petitioner / Monitor

-and-

**110302 CANADA INC.**

**9325-7277 QUÉBEC INC.**

Mises en cause

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**ORDER TERMINATING THE CCAA PROCEEDINGS WITH RESPECT TO 9227-1584 QUÉBEC INC., AND DISCHARGING THE MONITOR**

(Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36  
("CCAA"))

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[1] **THE COURT**, upon reading the *Application for the Issuance of an Order Terminating the CCAA Proceedings with Respect to 9227-1584 Québec*

*Inc., and Discharging the Monitor* dated March 2, 2022 (the “**Application**”) of the Petitioner / Monitor KPMG Inc. (the “**Monitor**” or “**KPMG**”), having examined the proceeding, the affidavit and the exhibits in support thereof;

- [2] **GIVEN** the *Initial Order* issued in respect of the Debtors on November 22, 2019, as rectified on November 25, 2019 and subsequently amended and restated pursuant to the *Corrected Second Amended and Restated Initial Order* issued on March 20, 2020 and the *Third Amended and Restated Initial Order* issued on January 28, 2022 (the “**Initial Order**”);
- [3] **GIVEN** the *Order Terminating the CCAA proceedings with respect to the debtor, 9336-9262 Québec Inc., and discharging the Monitor* issued on December 10, 2021.
- [4] **GIVEN** the Monitor’s reports dated December 18, 2019, January 28, April 3, April 16, June 17, August 28 and September 24, 2020, and January 8 and 26, 2021, March 25, 2021, June 23, 2021, September 28, 2021 and November 26, 2021 and January 27, 2022;
- [5] **GIVEN** the testimony of Mr. Dev A. Coossa, representative of KPMG;
- [6] **GIVEN** the representations by counsel for KPMG and other parties at the hearing of the Motion;
- [7] **GIVEN** the provisions of the *Companies’ Creditors Arrangement Act* (“**CCAA**”);

**FOR THESE REASONS, THE COURT HEREBY:**

- [8] **GRANTS** the Application.
- [9] **DECLARES** that sufficient prior notice of the presentation of the Application has been given by the Petitioners to interested parties, so that the Application is properly returnable today and hereby dispenses with further service thereof.

**DEFINED TERMS**

- [10] **ORDERS** that any capitalized terms not otherwise defined herein has the meaning ascribed to it in the Application.

**TERMINATION OF THE CCAA PROCEEDINGS WITH RESPECT TO 9227-1584 QUÉBEC INC.**

- [11] **ORDERS** that the CCAA Proceedings with respect to 9227 1584 Québec Inc. (“**9227**”) shall be immediately terminated without any other act or formality (the “**9227 CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity

of any Orders made in these CCAA Proceedings or any actions or steps taken by any person pursuant to or as authorized by any Orders of the Court made in these CCAA Proceedings.

- [12] **ORDERS** that the Monitor is hereby directed to serve notice of the 9227 CCAA Termination Time in the form of a Monitor's Certificate substantially in the form appended as **Schedule "A"** hereto upon the Service List of these CCAA Proceedings as soon as is practicable following the occurrence thereof.

#### **DISCHARGE OF THE MONITOR**

- [13] **ORDERS** that, effective at the 9227 CCAA Termination Time, KPMG shall be discharged from its duties as the Monitor of 9227's CCAA Proceedings and shall have no further duties, obligations or responsibilities as Monitor of 9227 from and after the 9227 CCAA Termination Time, and further that, notwithstanding the discharge of KPMG as Monitor, KPMG shall have the authority but not the obligation to carry out, complete or address any matters in the capacity of Monitor that are ancillary or incidental to 9227's CCAA Proceedings following the 9227 CCAA Termination Time, as may be required, including pursuant to paragraph 11 hereof ("**Monitor Incidental Matters**").
- [14] **ORDERS** that notwithstanding its discharge and the termination of 9227's CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and KPMG and its counsel shall continue to have the benefit of, any of the rights, approvals, releases, and protections in favour of the Monitor at law or pursuant to the CCAA, and all Orders made in these CCAA Proceedings, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor pursuant to this Order following the 9227 CCAA Termination Time.
- [15] **ORDERS** that each of the reports filed by the Monitor in these CCAA Proceedings and the activities of the Monitor as set out therein as they relate to 9227 ("**Reports**"), including any distributions or payments made by the Monitor for and on behalf of 9227, and in the Application be and are hereby approved.

#### **ADDITIONAL PROTECTIONS**

- [16] **ORDERS** that no action or other proceeding shall be commenced against KPMG in any way arising from or related to its capacity or conduct as Monitor, except with prior leave of this Court and on prior written notice to the Monitor.
- [17] **ORDERS** that, effective at the 9227 CCAA Termination Time, KPMG and its respective counsel, legal counsel to 9227, and each of its respective affiliates, officers, directors, partners, employees and agents, as applicable

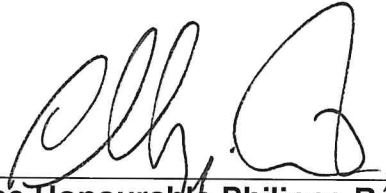


(collectively, the “**Released Parties**”) shall be forever irrevocably and unconditionally released and discharged from any and all present and future claims (including claims for contribution or indemnity), liabilities and indebtedness based in whole or in part on any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact existing or taking place on or prior to the 9227 CCAA Termination Time, in respect of or relating to, in whole or in part, directly or indirectly, to any and all activities of the Released Parties set out in the Reports (collectively, the “**Released Claims**”), including in carrying out any Monitor Incidental Matters, which Released Claims shall be fully, finally, irrevocably, unconditionally and forever waived, discharged, released cancelled and barred as against the Released Parties, and the commencement, prosecution, continuation or assertion, whether directly, indirectly, derivatively or otherwise, by any person of any Released Claims against the Released Parties, whether before a court, administrative tribunal, arbitrator, other dispute resolver or otherwise, shall be permanently restrained and enjoined, save and except any liability resulting from fraud or willful misconduct on the part of KPMG.

#### **GENERAL**

- [18] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [19] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [20] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirements to provide any security or provision for costs whatsoever.

**THE WHOLE WITHOUT COSTS.**

A handwritten signature in black ink, appearing to read 'P. Bélanger', written over a horizontal line.

**The Honourable Philippe Bélanger, J.S.C.**

Me Bernard Boucher  
*Blake, Cassels & Graydon LLP*  
Attorneys for KPMG Inc.