

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)

N°: 500-11-057549-194

9227-1584 QUÉBEC INC.

and

9336-9262 QUÉBEC INC.

Debtors

and

KPMG INC.

Monitor

and

110302 CANADA INC.

and

ARTHUR H. STECKLER

Collectively the Steckler
Applicants

and

9325-7277 QUÉBEC INC

and

MARC-ANDRÉ NADON

Collectively the Nadon
Applicants

PLAN FILING AND CREDITORS' MEETING PROCEDURE ORDER

ON READING the Steckler Applicants' Application for the Issuance of a Plan Filing and Creditors' Meeting Procedure Order pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, C-36 (as amended; the "CCAA") and the affidavit of Mr. Arthur Steckler, and being advised that

the interested parties, including secured creditors, were given prior notice of the presentation of the Steckler Application;

ON READING the Nadon Applicants' (collectively with the Steckler Applicants the "**Applicants**") *Motion to authorize the filing of a plan* pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (as amended; the "**CCAA**") and the affidavit of Mr. Marc-André Nadon, and being advised that the interested parties, including secured creditors, were given prior notice of the presentation of the Nadon Application;

GIVEN the order issued by this Court on March 31, 2021 in connection with the Steckler Application and the order issued by this Court on April 20, 2021 in connection with the Nadon Application which triggers the need to amend the order issued on March 31, 2021 and the documents attached hereto in order to take into account that concurrent plans will be submitted to 9227-1584 's creditors during a meeting to be held on May 12, 2021;

GIVEN the order rendered by this Court in the present matter on November 25, 2019, which was last amended and restated on January 29, 2020 (the "**Initial Order**");

GIVEN the provisions of the CCAA.

WHEREFORE, THE COURT:

- [1] **GRANTS** the Application.
- [2] **ISSUES** the present Order pursuant to the CCAA (the "**Order**"), divided under the following headings:
 - (a) Service;
 - (b) Definitions;
 - (c) Plan of Compromise and Arrangement;
 - (d) Form of Documents;
 - (e) Notice Procedures;
 - (f) Creditors' Meeting;
 - (g) Notice of Transfers;
 - (h) Notices and Communications;
 - (i) Sanction Hearing;
 - (j) Role of the Monitor;
 - (k) Aid and Recognition of Other Courts;
 - (l) General Provisions.

A. SERVICE

- [3] **ORDERS** that any prior delay for the presentation of the Stecklers Application is hereby abridged and validated so that the Application is properly returnable today and dispenses with further service thereof.
- [4] **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants.

B. DEFINITIONS

- [5] **DECLARES** that the capitalized terms not otherwise defined in this Order shall have the meanings ascribed to such terms in the Plans (as defined below). The following terms shall have the meanings set out below:
- (a) **"Additional Information"** shall have the meaning ascribed to such term in Paragraph [18];
 - (b) **"Affected Claim"** shall have the meaning ascribed to such term in the Plans;
 - (c) **"Affected Creditor"** shall have the meaning ascribed to such term in the Plans;
 - (d) **"Business Day"** means any day on which commercial banks are generally open for business in Montreal, Québec, other than a Saturday, a Sunday or a day observed as a holiday in Montreal under the laws of the Province of Québec or the federal laws of Canada applicable therein;
 - (e) **"CCAA Proceedings"** means the proceedings under the CCAA in respect of the Debtors;
 - (f) **"Chair"** shall have the meaning ascribed to such term in Paragraph [33];
 - (g) **"Claim"** shall have the meaning ascribed to such term in the Plan;
 - (h) **"Claims Procedure Order"** means the Claims Procedure Order issued by the Court in the CCAA Proceedings on May 21, 2020;
 - (i) **"Creditors Letter"** means letters (in English and French) to Affected Creditors prepared by each of the Steckler Applicants, the Nadon Applicants and the Monitor;
 - (j) **"Creditors' Meeting"** means the meeting of Affected Creditors to be convened for the purposes of voting on the Plan, or any adjournment of such meeting, as contemplated herein;
 - (k) **"Meeting Materials"** shall have the meaning ascribed to such term in Paragraph [16];
 - (l) **"Monitor"** means KPMG inc., in its capacity as Court-appointed monitor of the Debtors and not in its personal or corporate capacity;
 - (m) **"Monitor's Report Regarding the Creditors' Meeting"** shall have the meaning ascribed to such term in Paragraph [41];

- (n) **"Nadon Plan"** shall have the meaning ascribed to such term in Paragraph [7];
- (o) **"Notice of Creditors' Meeting and Sanction Hearing"** means the notice which shall be given to the Affected Creditors of the Creditors' Meeting to be held for the approval of the Plan, and of the Sanction Hearing of the Plan, being substantially in the form of **Schedule B** hereto;
- (p) **"Person"** means any individual, corporation, limited or unlimited liability Debtor, general or limited partnership, association, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- (q) **"Plans"** shall have the meaning ascribed thereto in Paragraph [7];
- (r) **"Proxy"** means a proxy and instructions to Affected Creditors explaining how to complete same, substantially in the form of **Schedules C and D** hereto;
- (s) **"Proxy Deadline"** shall have the meaning ascribed to such term in Paragraph [24];
- (t) **"Required Majority"** means a majority in number of Affected Creditors, who represent at least two-thirds in value of the Voting Claims of such Affected Creditors, who actually vote on the Resolution (in person or by proxy) at the Creditors' Meeting;
- (u) **"Registration Form"** means a form required to be completed by Affected Creditors in order to attend the Creditors' Meeting, substantially in the form of **Schedule E** hereto;
- (v) **"Resolution"** means the resolution substantially in the form attached as **Schedule F** hereto;
- (w) **"Sanction Application"** shall have the meaning ascribed to such term in Paragraph [42];
- (x) **"Sanction Order"** means the Order to be granted by the Court as contemplated under the Plans which, inter alia, approves and sanctions the Plans and the transactions and releases contemplated thereunder;
- (y) **"Service List"** means the service list in the CCAA Proceedings.
- (z) **"Steckler Plan"** shall have the meaning ascribed to such term in Paragraph [6]; and
- (aa) **"Voting Claim"** means the amount of the Affected Claim of an Affected Creditor as finally determined for voting purposes entitling such Affected Creditor to vote at the Creditors' Meeting in accordance with the provisions of the Claims Procedure Order and this Order, the Plan and the CCAA, and includes, for greater certainty, a Proven Claim.

C. PLAN OF COMPROMISE AND ARRANGEMENT

- [6] **ORDERS** that the Plan of Arrangement and Compromise pursuant to the CCAA filed by the Steckler Applicants (the "**Steckler Plan**") dated March 25, 2021, as restated on March 31, 2021, in the form of **Schedule G** hereto (as it may be amended, supplemented and restated from time to time, is accepted for filing.
- [7] **RESTATES** that the Plan of Arrangement and Compromise pursuant to the CCAA filed by the Nadon Applicants (the "**Nadon Plan**") dated April 15, 2021, in the form of **Schedule H** hereto (as it may be amended, supplemented, and restated from time to time), has been accepted for filing on April 20, 2021 (the Steckler Plan and the Nadon Plan being collectively referred to as the "**Plans**").
- [8] **ORDERS** that the Applicants are authorized to seek approval of one of the Plans from the Affected Creditors during a single Creditors' Meeting in the manner set forth herein.
- [9] **ORDERS** that the Applicants, in consultation with the Monitor, are authorized, at any time and from time to time, to make any amendment, restatement, modification, deletion or supplement to, the Plans at or before the Creditors' Meeting, in which case any such amendment, restatement, modification or supplement, shall, for all purposes, form part of and be incorporated into the Plans.
- [10] **ORDERS** the Applicants to file with the Court any Plans which contain an amendment, restatement, modification, deletion or supplement as referenced in the immediately preceding paragraph with the Court as soon as practicable.
- [11] **ORDERS** that the Applicants shall give notice to Affected Creditors of the details of any amendment, restatement, modification, deletion or supplement at the Creditors' Meeting prior to the vote being taken to approve the Plans.
- [12] **DECLARES** that the Applicants may give notice of a proposed modification, amendment or supplement to the Plans at or before the Creditors' Meeting by notice which shall be sufficient if given to those Affected Creditors present at such meeting in person or by proxy.
- [13] **ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Applicants are authorized, with the consent of the Monitor, at any time and from time to time to vary, amend, restate, modify or supplement the Plans, without the need for obtaining an Order of the Court or providing notice to the Affected Creditors if the Monitor determines that such variation, amendment, restatement, modification or supplement would not adversely affect the interests of the Affected Creditors under the Plans or the Sanction Order and is necessary in order to give effect to the substance of the Plans or the Sanction Order.
- [14] For greater certainty, **DECLARES** that all of the steps provided for in the immediately preceding paragraph shall not require any further vote by or approval by the Affected Creditors or any approval by the Court.

D. FORM OF DOCUMENTS

- [15] **ORDERS** that the forms of: (i) the Notice of Creditors' Meeting and Sanction Hearing, (ii) the Creditor Letter, (iii) the Proxy, (iv) the Registration Form and (v) the Resolution are each approved, and the Monitor, in consultation with both Applicants, is authorized to

make such minor changes to such forms of documents as it consider necessary or desirable, notably to conform the content thereof to the terms of the Plans or this Order or any further Orders of the Court.

E. NOTICE PROCEDURES

- [16] **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Notice of Creditors' Meeting and Sanction Hearing, the Creditor Letters, the Proxy, the Resolution, the Registration Form, the Plans and this Order (collectively, the "**Meeting Materials**"), in English and in French, with the exception of the Plans and this Order, which will be in English only, as soon as reasonably practicable after the granting of this Order and, in any event, no later than 5:00 p.m. (Eastern time) on May 3 2021 to each Affected Creditor as of the date of this Order at the address for such Affected Creditor set out in such Affected Creditor's Proof of Claim or to such other address that has been provided to the Monitor by such Affected Creditor pursuant to Paragraph [36] or [39].
- [17] **ORDERS** that the Monitor shall:
- (a) Forthwith publish on the Monitor's Website an electronic copy of the Meeting Materials;
 - (b) Email a copy of the Meeting Materials to the Service List; and
 - (c) Provide a copy of the Meeting Materials to any Affected Creditor upon written request by such Affected Creditor, provided that such written request is received by the Monitor no later than three (3) Business Days prior to the Creditors' Meeting (or any adjournment thereof).
- [18] **ORDERS** that the Applicants and the Monitor are hereby authorized to provide such supplemental information ("**Additional Information**") to the Meeting Materials as the Applicants, with the consent of the Monitor, may determine, appropriate, and such Additional Information shall be distributed or made available by posting on the Monitor's Website and served on the Service List, and any such other method of delivery that the Applicants, with the consent of the Monitor, determine is appropriate.
- [19] **ORDERS** that the publications and/or delivery referred to in Paragraphs [16], [17] and [18] hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings.
- [20] **ORDERS** that the non-receipt of a copy of the Meeting Materials for a reason that is beyond the reasonable control of the Monitor shall not constitute a breach of this Order and such non-receipt shall not invalidate any resolution passed or proceedings taken at the Creditors' Meeting.

F. CREDITORS' MEETING

- [21] **ORDERS** that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting on May 12, 2021, at 13:00, by videoconference or teleconference, for the purpose of voting upon, with or without variation, the Resolution to approve the Plan and

considering and, if appropriate, approving the Plan, in a manner and at a place, date and time as shall be set forth in the Notice of Creditors' Meeting and Sanction Hearing.

- [22] **ORDERS** that the only Persons entitled to attend the Creditors' Meeting are:
- (a) Affected Creditors, their legal representatives and their Proxy holders, provided that in each case, such Person has completed and submitted by email to the Monitor the required Registration Form by the Proxy Deadline (as defined below);
 - (b) representatives of the Applicants, members of the boards of directors of the Applicants and their representatives, representatives of the Monitor, the Chair and their respective legal and financial advisors; and
 - (c) any other Person admitted to the Creditors' Meeting on invitation of the Applicants or the Monitor.
- [23] **ORDERS** that any Proxy which any Affected Creditor wishes to submit in respect of a Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form attached hereto as **Schedule C** (or in such other form acceptable to the Monitor or the Chair), and respect the instructions set out in the document attached hereto as **Schedule D**.
- [24] **ORDERS** that any Proxy in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be received by the Monitor in accordance with Paragraph [39] hereof by 5:00 p.m. (Montréal time) May 10, 2021 (the "**Proxy Deadline**"), being two (2) Business Days prior to the date set for the Creditors' Meeting in Paragraph [21] hereof. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which a Proxy is completed.
- [25] **ORDERS** that the quorum required at the Creditors' Meeting shall be one (1) Affected Creditor having a Voting Claim present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.
- [26] **ORDERS** that the Chair, with the consent of both Applicants, not to be unreasonably withheld, is authorized to adjourn, postpone or otherwise reschedule the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair, with the consent of both Applicants, deems necessary or desirable (without the need to first convene any such Creditors' Meetings for the purpose of any adjournment, postponement or other rescheduling thereof). None of the Applicants, the Chair or the Monitor shall be required to deliver any notice of the adjournment, postponement or rescheduling of the Creditors' Meeting or adjourned Creditors' Meeting, as applicable, provided that the Monitor shall:
- (a) Announce the adjournment, postponement or rescheduling of the Creditors' Meeting or adjourned Creditors' Meeting to the participants, if the Creditors' Meeting(s) has/have commenced prior to the adjournment, postponement or rescheduling;

- (b) Forthwith post notice of the adjournment, postponement or rescheduling on the Monitor's Website; and
 - (c) Forthwith provide notice of the adjournment, postponement or rescheduling to the Service List. Any Proxies validly delivered in connection with the Creditors' Meeting(s) shall be accepted as Proxies in respect of any adjourned, postponed or rescheduled Creditors' Meeting(s).
- [27] **ORDERS** that by a simple vote of a majority in number of the Voting Claims of Persons present (in person or by proxy) and entitled to vote at the Creditors' Meeting, the Creditors' Meeting may be adjourned or re-adjourned to a subsequent date, time and place as determined by such vote and in such case no further notice will be necessary.
- [28] **ORDERS** that any resolution to be voted on at the Creditors' Meeting to approve, amend, vary or supplement the Plan(s) of arrangement being submitted to the Voting Creditors, will be decided by the majority of votes representing two-thirds (2/3) in value and a majority in number of Voting Creditors, on a vote by ballot or by show of hands, and that any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority in number of Voting Creditors with votes cast on a vote by a show of hands, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of ballot. Each Voting Creditor shall be entitled to cast a vote in favor of only one of the Plans and a favorable vote in favour of a Plan shall entail that said creditor shall be deemed to have vote against the competing plan unless the Voting Creditor elects to vote against both Plans. For more clarity, a vote against a Plan shall be deemed to be a vote in favour of the competing Plan unless the Voting Creditor elects to vote against both Plans. Finally, if a favorable vote is cast for both Plans, or if no vote is cast for either of the Plans, such vote shall be deemed to be null and void.
- [29] **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with a Voting Claim and their proxy holders. Each Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim.
- [30] **ORDERS** that a Voting Claim shall not include fractional numbers and shall be rounded down to the nearest whole Canadian dollar amount.
- [31] **ORDERS** that the Monitor shall keep a separate record of the votes cast by Creditors with Voting Claims determined by the Monitor for voting purposes only and shall report to the Court with respect thereto at the Sanction Hearing.
- [32] **ORDERS** that the results of any vote conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting.
- [33] **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of such Creditors' Meeting. The Applicants and any Creditor with a Voting Claim may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision.

- [34] **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote on the Resolution to approve a Plan, and any amendments thereto made in accordance with Paragraph [7] of this Order.
- [35] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting and that a Person designated by the Monitor shall act as secretary at the Creditors' Meeting.

G. NOTICE OF TRANSFERS

- [36] **ORDERS** that, for purposes of voting at the Creditors' Meeting, if a Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, not later than 5:00 pm on the date that is seven (7) days prior to the date of the Creditors' Meeting, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor.
- [37] **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if a Creditor transfers or assigns the whole of its Voting Claim to another Person, neither the Applicants, nor the Monitor shall be obligated to deal with the transferee or assignee of the Voting Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with satisfactory evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ten (10) Business Days prior to any distribution under the Plan.
- [38] **ORDERS** that if the holder of a Voting Claim or any subsequent holder of the whole of a Voting Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Voting Claim or Voting Claims and such Claim shall continue to constitute and be dealt with as a single Voting Claim notwithstanding such transfer or assignment, and the Monitor and the Applicants shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order.

H. NOTICES AND COMMUNICATIONS

- [39] **ORDERS** that any notice or other communication to be given under this Order by an Affected Creditor to the Monitor or the Applicants shall be in writing and will be sufficiently given only if given by fax, courier or email communication addressed to:

Monitor:

KPMG Inc.
KPMG Tower, Suite 1500
600, de Maisonneuve Blvd. West
Montréal, Québec H3A 0A3

To the attention of : Dev Coossa
Email : dcoossa@kpmg.ca

Counsel to the Monitor:

Blake, Cassels & Graydon LLP
1, Place Ville Marie
Suite 3000
Montréal, Québec H3B 4N8

To the attention of: Mtre Bernard Boucher
Email: bernard.boucher@blakes.com

Counsel to the Steckler Applicants:

Dentons Canada LLP
1, Place Ville Marie
Suite 3900
Montréal, Québec H3B 4M7

To the attention of : Mtre Ari Y. Sorek
Email: ari.sorek@dentons.com

Counsel to the Nadon Applicants:

Arnaud, Thibault, Cléroux Avocats SENC
250 Place d'Youville
2^{ème} étage
Montréal, Québec H3Y 2B6

To the attention of : Mtre Stéphane Cléroux
Email: scleroux@atcavocats.com

And

Woods
2000 Mc Gill College
Suite 1700
Montréal, Québec H3A 3H3

To the attention of : Mtre Sylvain Rigaud
Email: srigaud@woods.qc.ca

[40] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by regular mail, registered mail, fax, courier, email or other means of electronic communication. A Creditor shall be deemed to have received any document sent pursuant to this Order three (3) Business Days after the document is sent by regular mail or registered mail and one (1) Business Day after the document is sent by fax, courier, email or other means of electronic communication. Documents shall not be sent by regular or registered mail during a postal strike or work stoppage of general application.

I. SANCTION HEARING

- [41] **ORDERS** that the Monitor shall provide a report to the Court as soon as practicable after the Creditors' Meeting (the "**Monitor's Report Regarding the Creditors' Meeting**") with respect to:
- (a) the results of voting at the Creditors' Meeting;
 - (b) whether the Required Majority has approved the Plan;
 - (c) the separate tabulation required by Paragraph [31] hereof, if applicable; and
 - (d) in its discretion, any other matter relating to the Applicants' application(s) seeking sanction of the Plan.
- [42] **ORDERS** that in the event the Plan has been approved by the Required Majority of the Affected Creditors, the Applicants may seek the sanction of the Plan before this Court on May 17, 2021 (the "**Sanction Application**"), or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Applicants and the Monitor.
- [43] **ORDERS** that an electronic copy of the Monitor's Report Regarding the Creditors' Meeting, the Plan, and a copy of the materials filed in respect of the Sanction Application shall be posted on the Monitor's Website prior to the Sanction Hearing.
- [44] **ORDERS** that service of this Order to the parties on the Service List, the delivery of the Meeting Materials in accordance with Paragraph [16] hereof and the posting of the Meeting Materials on the Monitor's Website in accordance with Paragraph [17] hereof shall constitute good and sufficient service and notice of the Sanction Application.
- [45] **ORDERS** that in the event that the Sanction Hearing is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.
- [46] **ORDERS** that any person who wishes to oppose the Sanction Application shall serve upon the parties on the Service List, and file with the Court, a copy of the materials to be used to oppose the Sanction Application by **no later than 5:00 p.m. (Eastern time) on May 14, 2021** or, if applicable, three (3) days prior to any adjourned or rescheduled Sanction Hearing.

J. ROLE OF THE MONITOR

- [47] **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, the Initial Order and the Claims Procedure Order, is directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.
- [48] **ORDERS** that:
- (a) In carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, and any

other Order granted in these CCAA Proceedings and as an officer of the Court, including the stay of proceedings in its favour;

- (b) The Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part; and
- (c) The Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, and any information acquired by the Monitor as a result of carrying out its duties under this Order without independent investigation, and the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

K. GENERAL PROVISIONS

[49] **ORDERS** that the following Schedules form part of this Order:

- (a) Schedule A – Creditor Letters;
- (b) Schedule B – Notice of Creditors' Meeting and Sanction Hearing;
- (c) Schedule C – Proxy;
- (d) Schedule D – Proxy Instructions;
- (e) Schedule E – Registration Form;
- (f) Schedule F – Form of Resolution;
- (g) Schedule G – Steckler Plan.
- (h) Schedule H – Nadon Plan

[50] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.

[51] **ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

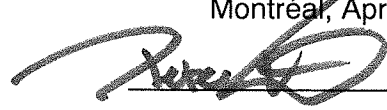
[52] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular.

[53] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.

[54] **ORDERS** the provisional execution of this Order notwithstanding appeal and without security.

[55] **WITHOUT COSTS.**

Montréal, April 28, 2021

A handwritten signature in black ink, appearing to read "Peter Kalichman", written over a horizontal line.

PETER KALICHMAN, J.S.C.