

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF QUÉBEC

S U P E R I O R C O U R T  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
1985, c. C-36)

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No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC. (formerly DAVIE  
YARDS INC. / CHANTIERS DAVIE INC.)**

**Petitioner**

- and -

**SAMSON BÉLAIR / DELOITTE & TOUCHE  
INC.**

**Monitor**

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**AMENDED MOTION TO SANCTION THE PLAN OF COMPROMISE OR  
ARRANGEMENT OF 4370422 CANADA INC. AND FOR THE  
EXTENSION OF THE STAY PERIOD**

(Section 6 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36)

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TO THE HONOURABLE ÉTIENNE PARENT OR TO ONE OF THE HONOURABLE  
JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND  
FOR THE JUDICIAL DISTRICT OF QUÉBEC, PETITIONER RESPECTFULLY SUBMITS  
THE FOLLOWING:

**I DEFINED TERMS**

1. Capitalized terms used in this motion and not otherwise defined herein shall have the meanings set out in the Amended Plan of Compromise or Arrangement dated October 25, 2011 in respect of the Petitioner, as may be further amended or restated (the "**Plan**"), which is filed in support of the present motion as **Exhibit P-1**;

## **II THE PARTIES**

2. 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc. (“**Petitioner**” or “**437**”) is a public company whose primary focus was to build complex and technologically advanced vessels for the offshore oil exploration and production services sector;
3. 437 was incorporated under the *Canada Business Corporations Act* (“**CBCA**”) on September 12, 2006;
4. Samson Bélair/Deloitte & Touche Inc. (the “**Monitor**”) is acting in its capacity as Monitor to 437 pursuant to these proceedings;

## **III HISTORY AND BACKGROUND**

5. A detailed description of the business, operations, financial situation, ongoing restructuring, employees and reasons for seeking protection under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) are set out in the motion for an initial order pursuant to sections 4, 5 and 11 of the CCAA dated February 24, 2010 (the “**Initial Motion**”);

## **IV INVESTISSEMENT QUÉBEC INDEBTEDNESS AND SECURITY**

6. As described more fully in the Initial Motion, Petitioner has incurred various secured obligations including the DIP Financing (collectively, and as further described below, the “**Secured Obligations**”) in favour of Investissement Québec (the “**Secured Lender**”).
7. In the context of the Sale Transaction, described below, the Secured Obligations were assumed by the Purchaser (as defined below). However, as indicated in the proceedings and the Monitor’s report filed in connection with the Sale Transaction, Petitioner was not released in respect of the Secured Obligations and any and all security interests in respect thereof remain in full force and effect as of the date hereof;.
8. As of the date hereof, Petitioner is indebted to the Secured Lender in an approximate aggregate amount of approximately CAD\$21,000,000;
9. As reported to this Honourable Court in the Motion regarding the Sale Transaction, the Monitor obtained a legal opinion from its counsel confirming the validity of the security interests held by the Secured Lender;
10. The Secured Claim of the Secured Lender is an Unaffected Claim under the Plan;
11. As previously reported to the Court, the Secured Lender has renounced to its right to participate in the distribution of the \$1,000,000 cash pool included in the Plan Implementation Fund (as described in the Plan);

**V**      **THE PROCEEDINGS**

12. On February 25, 2011 (the “**Filing Date**”), an initial order (the “**Initial Order**”) was rendered by the Honourable Justice Martin Castonguay, J.C.S., pursuant to the CCAA in relation to the Petitioner;
13. Pursuant to the Initial Order, this Honourable Court, *inter alia*,
  - (a) granted a broad stay of proceedings with respect to any proceeding or enforcement process in respect of Petitioner, Petitioner’s business operations and activities and Petitioner’s Property (as defined in paragraph 10 of the Initial Order);
  - (b) authorized Petitioner to file with this Honourable Court and to submit to its Creditors one or more plans of compromise or arrangement in accordance with the CCAA;
  - (c) approved and authorized Petitioner to implement the Key Employee Retention Plans;
  - (d) appointed the Monitor;
  - (e) ordered a priority charge (the “**Administration Charge**”) over Petitioner’s Property securing the professional fees and disbursements incurred by the Monitor, the Monitor’s legal counsel, Petitioner’s legal counsel and the financial advisors to the Monitor and Petitioner to the extent of \$1,000,000;
  - (f) ordered a priority charge (the “**Directors’ Charge**”) over Petitioner’s Property securing the indemnity provided for in the Initial Order as it relates to obligations and liabilities that Petitioner’s Directors (as defined in paragraph 9 of the Initial Order) may incur after the Filing Date to the extent of \$5,000,000;
14. The Stay Period (as defined in paragraph 8 of the Initial Order) was extended from time to time pursuant to various orders rendered by this Honourable Court on March 26, 2010, May 25, 2010, September 15, 2010, October 29, 2010, January 18, 2011, February 17, 2011, March 10, 2011, March 31, 2011, May 19, 2011, June 16, 2011, July 14, 2011, July 21, 2011, July 29, 2011, August 5, 2011, August 18, 2011 and on August 25, 2011;
15. On March 17, 2011, April 8, 2011 and June 16, 2011 this Honourable Court rendered various orders authorizing Petitioner to receive DIP Financing from the Secured Lender and granting a priority charge (the “**DIP Charge**”) in favour of the Secured Lender to secure such DIP Financing. As of the date hereof, the DIP Financing has been repaid in full and accordingly, the DIP charge must be released as provided for herein;
16. On July 19, 2011 an order was rendered by this Honourable Court authorizing Petitioner to sell substantially all of its assets (the “**Sale Transaction**”) to 7731299 Canada Inc. (the “**Purchaser**”) and vesting such assets of Petitioner in the Purchaser free and clear of all encumbrances;

17. On September 2, 2011, an order was rendered by this Honourable Court authorizing Petitioner and the Monitor to conduct the Claims Procedure for the determination of the claims of Creditors and to call the Meeting of Creditors in order that Affected Creditors may consider and vote on the Plan (the “**Claims and Meeting Procedure Order**”);
18. As of the date hereof, 437 only retains the services of a single employee, namely its President. The current affairs of the Company are administered principally by two (2) former employees of 437, pursuant to an agreement between Petitioner and the Purchaser;

## **VI THE SALE TRANSACTION**

19. The closing of the Sale Transaction took place on July 21, 2011;
20. The Sale Transaction took place in accordance with an Asset Purchase Agreement dated July 21, 2011 between Davie Yards Inc. and the Purchaser (the “**APA**”). Pursuant to the APA, the Purchaser purchased substantially all of the assets and business of 437 and assumed certain identified contracts in consideration for \$1,000,000 in cash paid to Petitioner and the assumption by the Purchaser of certain identified liabilities of Petitioner, including the Secured Obligations. As detailed above, the Petitioner remains liable for all outstanding Secured Obligations and its assets remain subject to the security of the Secured Lender notwithstanding the assumption of the Secured Obligations;

## **VII THE CLAIMS PROCESS**

21. Further to the Claims and Meeting Procedure Order, the Claims Procedure was conducted by Petitioner and the Monitor, and resulted in the identification and determination of the Claims of Creditors;
22. Petitioner refers the Court to the Twenty-Fifth Report of the Monitor to the Court (paragraphs 37 to 47) for a detailed description of the procedure followed in furtherance of the completion of the Claims Procedure;

## **VIII THE FILING OF THE PLAN**

23. As stated above, the Initial Order authorized Petitioner to file the Plan with this Honourable Court. The Claims and Meeting Procedure Order also authorized Petitioner to conduct a Meeting of Creditors, at a date to be determined, in Québec, Québec, for the purpose of considering and, if deemed advisable, approving the Plan;
24. On October 4, 2011, a plan of compromise or arrangement in respect of Petitioner was filed with this Honourable Court (the “**Initial Plan**”);

25. On October 4, 2011, the Monitor sent to the Affected Creditors an information package (“**Information Package**”), in accordance with the Claims and Meeting Procedure Order which included the following documents:
- (a) a letter to creditors from 437;
  - (b) a notice of the Meeting of Creditors and of the Court hearing on the sanction of the Plan (“**Notice of Meeting and Sanction Hearing**”), advising the creditors of the following:
    - (i) the Meeting of Creditors to be held on October 26, 2011 at 10:00 a.m. at the Hilton Hotel located at 1100 Rene-Levesque Blvd, Québec, Québec;
    - (ii) the Court hearing on the sanction of the Plan to be held on October 31, at 10:00 a.m. in at the Québec Courthouse located at 300 Jean-Lesage Blvd., Québec City, Québec;
  - (c) instructions for completion of the Proxy in prescribed form;
  - (d) a form of Proxy; and
  - (e) the Initial Plan;

Copies of the documents included in the Information Package (except for the Initial Plan Exhibit P-3) are filed in support of the present motion *en liasse* as **Exhibit P-2**;

## **IX AMENDMENTS TO THE INITIAL PLAN**

26. On October 25, 2011, subsequent to the mailing of the Information Package to the creditors but prior to the Meeting of Creditors, Petitioner, with the consent of the Monitor, made certain amendments to the Initial Plan (the “**Amendments**”). These Amendments were as follows:
- (i) adding to the definition of Plan Implementation Fund any assets of the Petitioner that are not subject to a Secured Claim;
  - (ii) clarifying in sections 5.1 and 7.3 of the Plan that the cash received by the Monitor on the Plan Implementation Date in respect of the Plan Implementation Fund, for distribution to holders of Unaffected Priority Claims and Proven Distribution Claims, consists of \$1,000,000;
  - (iii) adding to section 5.1 of the Plan that any assets of Petitioner that are not subject to a Secured Claim shall be received by the Monitor forthwith including prior to or subsequent to the Plan Implementation Date, for distribution to holders of Unaffected Priority Claims and Proven Distribution Claims, in accordance with the Plan;

The Plan, as amended, is described in further detail below;

**X     THE PLAN**

27. The purpose of the Plan is to distribute the \$1 million in cash proceeds from the Sale Transaction, together with any assets of Petitioner that are not subject to a Secured Claim, in order to satisfy Unaffected Priority Claims and to make distributions to Affected Creditors;
28. The Plan provides, *inter alia*, for the following (subject to the specific terms of the Plan relating thereto):
- (a) the compromise and extinguishment of the Affected Claims;
  - (b) the creation of a single class of creditors, being the Affected Creditors Class, for the purpose of receiving distributions or other treatment under the Plan;
  - (c) the exclusion of holders of Equity Claims from any payment, distribution or other compensation with respect to such Equity Claims;
  - (d) the creation of the Plan Implementation Fund, in the amount of \$1,000,000 in cash, together with any assets of Petitioner that are not subject to a Secured Claim, to be distributed by the Monitor on behalf of 437;
  - (e) in accordance with section 4.6 of the Plan, the payment of any Unaffected Priority Claims from the Plan Implementation Fund, which includes payment of any Employee Priority Claims, Government Priority Claims and Pension Priority Claims in accordance with subsections 6(3), 6(5) and 6(6), respectively, of the CCAA;
  - (f) payment to the Affected Creditors in respect of their Proven Distribution Claims, on a *pro rata* basis, of the balance of the Plan Implementation Fund in accordance with section 4.6 of the Plan;
  - (g) the releases provided in section 6.1 of the Plan in favour of the Released Parties;
  - (h) the steps and transactions to occur upon implementation of the Plan on the Plan Implementation Date as described in section 7.3 of the Plan;
29. Under section 7.1 of the Plan, the implementation of the Plan is subject to certain conditions precedent, including *inter alia* the following:
- (a) the issuance by the Court of a sanction order providing for the orders provided in Section 7.1(e) of the Plan, including *inter alia* the following:
    - (i) a declaration and order declaring that the compromises and releases set out in the Plan are approved and shall be binding and effective as of the Plan Implementation Date;
    - (ii) a declaration and order compromising, discharging and releasing 437 from any and all Affected Claims of any nature in accordance with the Plan, and declaring that the ability of any Person to proceed against 437 in respect of

or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;

- (iii) an order terminating and discharging the Administration Charge and the Directors' Charge solely against the Plan Implementation Fund; and
  - (iv) an order staying the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceed with against any Released Party in respect of all Claims and any matter which is released pursuant to section 6.1 of the Plan; and
- (b) that 437, the Monitor and the Secured Lender will have agreed on the payment of any Proven Post-Filing Claim;

## **XI SUBSEQUENT CLAIMS**

- 30. After the Claims Bar Date, Petitioner sent notices of disclaimer of agreements (the "Disclaimers") to two creditors, the whole under section 32 of the CCAA;
- 31. Both creditors subsequently filed amended Proofs of Claim resulting from the Disclaimers;
- 32. The Monitor has reviewed the amended Proofs of Claim and wishes to accept said amended Proofs of Claim as they result from the Disclaimers and could not have been filed by the creditors before the Claims Bar Date;

## **XII THE REPORT OF THE MONITOR**

- 33. Petitioner refers to the 25<sup>th</sup> Report of the Monitor dated October 18, 2011 (the "**Plan Report**"), which deals with, *inter alia*, the Plan, including the following:
  - (i) payment of Unaffected Priority Claims
  - (ii) distribution to Affected Creditors; and
  - (iii) releases pursuant to section 6.1 of the Plan;
- 34. Petitioner also understands that the Monitor will file an additional report with this Honourable Court, which reports on, *inter alia*, the Meeting of Creditors and results of the vote conducted thereat and the recommendation of the Monitor on the sanction of the Plan;

**XIII THE MEETING OF CREDITORS**

- 35. The Meeting of Creditors to consider and approve the Plan was held on Wednesday, October 26, 2011, at 10:00 a.m., at the Hilton Hotel located at 1100 Rene-Levesque Blvd, Québec, Québec;
- 36. The Monitor chaired the Meeting of Creditors. A representative of the Petitioner was also present to answer questions asked by the creditors;
- 37. A total of 360 creditors were present at the meeting either in person or by proxy and thus a quorum was attained and the meeting was duly constituted;
- 38. The Monitor reviewed the contents of the Plan Report and advised the creditors of the Amendments;
- 39. During the course of the meeting of creditors, the votes of the Affected Creditors were tabulated and are summarized as follows:

<b>VOTES IN FAVOR</b>			
Creditors voting	Dollar value of Claims	Percentage of votes in number	Percentage of votes in dollars
354	\$177,251,809.02	98.3%	99.9%

<b>VOTES AGAINST</b>			
Creditors voting	Dollar value of Claims	Percentage of votes in number	Percentage of votes in dollars
6	\$166,864.66	1.7%	0.1%

- 40. Accordingly, the Required Majorities of Affected Creditors voted in favor of the Plan;

**XIV PLAN SANCTION**

- 41. Petitioner has complied with all statutory requirements and orders of the Court in the CCAA Proceedings;
- 42. No unauthorized steps were taken or were purported to have been taken under the CCAA by Petitioner in the course of the CCAA Proceedings;
- 43. Petitioner has acted and continues to act in good faith and to the benefit of all parties affected by the Plan and the CCAA Proceedings;
- 44. The Plan is fair and reasonable and is beneficial to Petitioner's Creditors, as it allows for the *pro rata* distribution of the net cash proceeds resulting from the Sale Transaction and



any assets not subject to a Secured Claim after payment of any outstanding Unaffected Priority Claims. Petitioner respectfully submits that it has no such unencumbered assets;

45. In light of the above and considering that the Plan was overwhelmingly approved by the Requisite Majorities of Creditors, Petitioner respectfully requests that this Honourable Court sanction the Plan in accordance with the conclusions of this Motion;
46. In addition, Petitioner requests this Honourable Court to release all CCAA Charges against the Property of the Petitioner as of the Plan Implementation Date;
47. Finally, Petitioner respectfully requests that the Stay Period be extended to the Plan Implementation Date to allow for the *status quo* to remain until the Plan is duly implemented;
48. The present Motion is well-founded in fact and in law.

**WHEREFORE, PETITIONER PRAYS THIS HONOURABLE COURT TO:**

1. **ORDER** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the plan of compromise or arrangement, dated October 4, 2011, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") with respect to 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc. ("437" or the "Petitioner"), filed by the Petitioner and which is attached hereto as Schedule "A" (the "Plan").
2. **GRANT** the motion of Petitioner to sanction the Plan (the "Motion").

**SERVICE AND MEETING**

3. **ORDER AND DECLARE** that there has been good and sufficient service and notice of both the Plan and the Notice of Meeting and Sanction Hearing (as defined in the Order of this Court made on September 2, 2011 (the "**Claims and Meeting Procedure Order**")) and that the Meeting of Creditors was duly called, held and conducted in accordance with the CCAA and the Orders of this Court in the CCAA Proceedings, including without limitation the Claims and Meeting Procedure Order.
4. **DECLARE** valid and sufficient the service and the notices of presentation of the Motion, and **EXEMPT** the Petitioner from service or providing any notice of presentation of the Motion other than the service and notice already given.

**SANCTION OF PLAN**

5. **ORDER AND DECLARE** that:
  - (a) the Plan has been approved by the Required Majorities of Affected Creditors in conformity with the CCAA;

- (b) the Petitioner has complied with the provisions of the CCAA and the Orders of this Honourable Court in these CCAA Proceedings in all respects;
- (c) the Court is satisfied that 437 has not done or purported to do anything that is not authorized by the CCAA; and
- (d) the Plan and the transactions contemplated thereby are fair and reasonable.

6. **ORDER AND DECLARE** that the Plan is hereby sanctioned and approved pursuant to section 6 of the CCAA.

### **PLAN IMPLEMENTATION**

7. **ORDER** that the Monitor be and is hereby authorized to perform its functions and fulfill its obligations under the Plan, the Claims and Meeting Procedure Order and this Order to facilitate the implementation of the Plan.

8. **ORDER** that, upon the filing with this Court of the Monitor's Certificate in accordance with Section 7.2 of the Plan, the Plan Implementation Date shall occur and all of the conditions precedent (the "**Conditions Precedent**") to the implementation of the Plan set out in Section 7.1 of the Plan shall have been satisfied and be deemed to be satisfied or, where permissible, waived, and the Plan and associated steps, transactions, compromises, and arrangements shall be implemented in accordance with the terms of the Plan.

9. **ORDER AND DECLARE** that, upon implementation of the Plan in accordance with its terms and this Order, the Plan, including all steps, transactions, compromises, releases, arrangements, and terms effected by the Plan, shall be effective and binding upon 437, the Affected Creditors and all other relevant Persons referred to in, or affected by the Plan, and their respective heirs, administrators, executors, legal personal representatives, successors and assigns, in accordance with the terms of the Plan.

10. **ORDER AND DECLARE** that the Plan Implementation Fund shall be held by the Monitor and distributed by the Monitor on behalf of 437 in accordance with Articles 4 and 5 of the Plan, having regard only to Unaffected Priority Claims and Proven Distribution Claims that have been properly asserted by the Claims Bar Date in accordance with the Claims Procedure.

11. **ORDER AND DECLARE** that all distributions and payments by or at the direction of the Monitor, in each case on behalf of 437, under the Plan are for the account of 437 and the fulfillment of its obligations under the Plan.

### **RELEASES AND DISCHARGES**

12. **ORDER AND DECLARE** that the compromises and releases set out in Article 6 of the Plan are approved and shall be binding and effective as of the Plan Implementation Date.

13. **ORDER AND DECLARE** that, pursuant to and in accordance with Section 8.4 of the Plan, effective as of the Plan Implementation Date, all Affected Claims of any nature against the Petitioner shall be forever compromised, discharged and released, the ability of any Person to proceed against the Petitioner in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to

such Affected Claims are hereby permanently stayed, subject only to the right of Affected Creditors to receive the distributions pursuant to the Plan in respect of their Affected Claims.

14. **ORDER AND DECLARE** that the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceed with against any Released Party in respect of any and all Claims and any matter which is released pursuant to Section 6.1 of the Plan are hereby permanently stayed.

15. **ORDER AND DECLARE** that any Claims for which a Proof of Claim has not been filed by the Claims Bar Date shall be and are hereby forever barred and extinguished.

16. **ORDER AND DECLARE** that the Directors' Charge, Administration Charge and the DIP Charge (together, the "**CCAA Charges**"), as defined in and created pursuant to the Initial Order or any subsequent Orders of this Court are hereby terminated and discharged against the Property of the Petitioner on the Plan Implementation Date.

### **THE MONITOR**

17. **ORDER** that, effective upon the Plan Implementation Date, any and all claims against the Monitor in connection with the performance of its duties as Monitor up to the Plan Implementation Date shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof except for any liability arising out of gross negligence or wilful misconduct on the part of the Monitor, provided however that this paragraph shall not release the Monitor of its remaining duties pursuant to the Plan and this Order (the "**Remaining Duties**").

18. **ORDER** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with the proposed action or proceeding.

19. **ORDER** that upon the completion of its Remaining Duties, including, without limitation, the Monitor's duties in respect of the Claims and Meeting Procedure Order and distributions made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court the Monitor's Certificate of Plan Completion stating that all of its Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of such certificate, Samson Bélair/Deloitte & Touche Inc. shall be deemed to be discharged from its duties as Monitor and the Administration Charge shall be released.

### **EXTENSION OF STAY PERIOD**

20. **EXTEND** the Stay Period in respect of Petitioner until the Plan Implementation Date.

21. **ORDER** that all Orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied

by, or inconsistent with, this Order, the Claims and Meeting Procedure Order, or any further Order of this Court.

**GENERAL**

22. **CONFIRM** the authority of the Monitor to accept the Proofs of Claim filed as a result of disclaimers sent by Petitioner to creditors after the Claims Bar Date.

23. **DECLARE** that the Petitioner, the Monitor and any other directly affected parties may apply to this Court for any directions or determinations required to resolve any matter or dispute relating to, or to the subject matter of or rights and benefits under, the Plan or this Order.

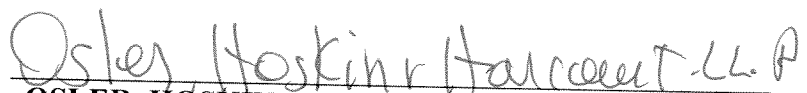
24. **DECLARE** that any other directly affected party referred to in paragraph 23 above that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Petitioner and to the Monitor.

25. **ORDER** that notwithstanding: (a) the pendency of the CCAA Proceedings and the declarations of insolvency made therein; (b) the pendency of any applications for bankruptcy orders hereafter issued pursuant to the BIA in respect of the Petitioner and any bankruptcy orders issued in respect of the Petitioner; or (c) the provisions of any federal or provincial statute, including section 36.1 of the CCAA and sections 95 to 101 of the BIA, that none of the transactions, asset transfers, steps, releases or compromises contemplated to be performed or effected pursuant to the Plan, shall: (i) constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise; or (ii) constitute conduct meriting an oppression remedy.

26. **ORDER** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA), and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada, the legislature of any province or otherwise and any court or any judicial, regulatory or administrative body of the United States of America and the states or other subdivisions of the United States of America or any other nation or state to act in aid of and to be complementary to this court in carrying out the terms of this order where required.

**THE WHOLE WITHOUT COSTS**, save and except in case of contestation.

MONTREAL, October 28, 2011



**OSLER, HOSKIN & HARCOURT L.L.P.**

Attorneys for the Petitioner

4370422 CANADA INC., formerly known as DAVIE  
YARDS INC./CHANTIERS DAVIE INC.

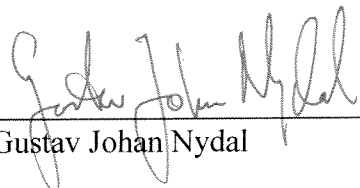
# AFFIDAVIT

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I, the undersigned, Gustav Johan Nydal, exercising my profession at 22 George-D.-Davies Street, Lévis, Province of Québec, G6V 8V5, solemnly declare the following:

1. I am the President and Chief Executive Officer of Petitioner and I am duly authorized for purposes hereof;
2. I have taken cognizance of the present Amended Motion to Sanction the Plan of Compromise or Arrangement of 4370422 Canada Inc. and for the extension of the Stay Period;
3. All the facts alleged in the said motion are true.

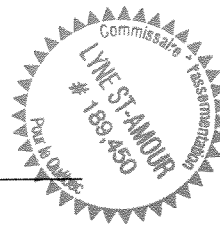
AND I HAVE SIGNED

  
\_\_\_\_\_  
Gustav Johan Nydal

SOLEMNLY AFFIRMED BEFORE ME IN MONTRÉAL  
on the 28th day of October 2011

  
\_\_\_\_\_

COMMISSIONER OF OATHS  
FOR THE QUÉBEC



## NOTICE OF PRESENTATION

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**TAKE NOTICE** that the attached *Motion to sanction the plan of compromise or arrangement of 4370422 Canada Inc.* will be presented for hearing and allowance in room 3.42 at 9:00 a.m. at the Québec Courthouse, 300 Jean-Lesage Blvd, Québec City, on October 31<sup>st</sup>, 2011, or so soon thereafter as Counsel may be heard.

**DO GOVERN YOURSELVES ACCORDINGLY.**

MONTREAL, October 28, 2011

  
**OSLER, HOSKIN & HARCOURT LLP**  
Attorneys for the Petitioner  
4370422 CANADA INC., FORMERLY KNOWN AS  
DAVIE YARDS INC./CHANTIERS DAVIE INC.



CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF QUÉBEC

S U P E R I O R C O U R T  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
1985, c. C-36)

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No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC. (formerly DAVIE  
YARDS INC. / CHANTIERS DAVIE INC.)**

**Petitioner**

- and -

**SAMSON BÉLAIR / DELOITTE & TOUCHE  
INC.**

**Monitor**

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**LIST OF EXHIBITS**

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**TAKE NOTICE** that in support of its Motion, Petitioner intends to introduce as evidence the following Exhibits:

- P-1            Plan dated October 25, 2011  
P-2            Information Package dated October 4, 2011, *[en liasse]*

MONTREAL, October 28, 2011

  
**OSLER, HOSKIN & HARCOURT L.L.P.**

Attorneys for the Petitioner  
4370422 CANADA INC., formerly known as DAVIE  
YARDS INC./CHANTIERS DAVIE INC.

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**S U P E R I O R C O U R T**

(Sitting as a court designated pursuant to the *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36)  
PROVINCE OF QUÉBEC  
DISTRICT OF QUÉBEC

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IN THE MATTER OF THE PLAN OF COMPROMISE OR  
ARRANGEMENT OF:

4370422 CANADA INC., FORMERLY KNOWN AS DAVIE  
YARDS INC./CHANTIERS DAVIE INC.

and  
Petitioner

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Monitor

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**AMENDED MOTION TO SANCTION THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF 4370422 CANADA  
INC. AND FOR THE EXTENSION OF THE STAY PERIOD**  
(Section 6 of the *Companies Creditors' Arrangement Act*, R.S.C.  
1985, c. C-36), AFFIDAVIT, LIST OF EXHIBITS, NOTICE OF  
PRESENTATION,

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**ORIGINAL**

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