

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-055122-184

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

LE GROUPE SMI INC./THE SMI GROUP INC., LE GROUPE S.M. INC./THE S.M. GROUP INC., CLAULAC INC., SMi CONSTRUCTION INC., ÉNERPRO INC. AND LE GROUPE S.M. INTERNATINAL (CONSTRUCTION) INC./S.M. INTERNATIONAL GROUP (CONSTRUCTION) INC.

Debtors

-and-

LE GROUPE S.M. INTERNATIONAL S.E.C./THE S.M. GROUP INTERNATIONAL LP, ÉNERPRO S.E.C./ENERPRO LP, LE GROUPE S.M. (ONTARIO) INC./THE S.M. GROUP (ONTARIO) INC., AMÉNATECH INC., LABO S.M. INC., LES CONSULTANTS INDUSTRIELS S.M. INC./S.M. INDUSTRIAL CONSULTANTS INC., LES CONSULTANTS S.M. INC./S.M CONSULTANTS INC., FACILIOP EXPERTS CORP., LE GROUPE S.M. INTERNATIONAL INC./THE S.M. GROUP INTERNATIONAL INC., CSP CONSULTANTS EN SÉCURITÉ INC./CSP SECURITY CONSULTING INC., LE GROUPE S.M. INTERNATIONAL (S.A.) INC./THE S.M. GROUP INTERNATIONAL (S.A.) INC., LE GROUPE S.M. INTERNATIONAL (CONSTRUCTION) EURL, SM SAUDI ARABIA CO LTD., THE S.M. GROUP INTERNATIONAL SARL, THE S.M. GROUP INTERNATIONAL ALGÉRIE EURL, S.M. UNITED EMIRATES GENERAL CONTRACTING LLC, COMMANDITÉ SMi-ÉNERPRO FONDS VERTS INC./SMi-ENERPRO GREEN FUND PG INC. AND SMi-ÉNERPRO FONDS VERT S.E.C./SMi-ENERPRO GREEN FUND LP

Mises-en-cause

-and-

ALARIS ROYALTY CORP.
INTEGRATED PRIVATE DEBT FUND V LP

Applicants

-and-

DELOITTE RESTRUCTURING INC.

Monitor

-and-

**11017870 CANADA INC.
THORNHILL G.P.
11054953 CANADA INC.**

Purchasers

-and-

CITY OF MONTRÉAL

Respondent

APPLICATION FOR DECLARATORY JUDGMENT

(Section 11 of the *Companies' Creditors Arrangement Act*, RSC, 1985, c C-36)

**TO THE HONOURABLE CHANTAL CORRIVEAU, SITTING IN COMMERCIAL DIVISION IN
THE DISTRICT OF MONTRÉAL, THE MONITOR RESPECTFULLY STATES:**

I. INTRODUCTION

1. By the present Application, Deloitte Restructuring Inc. ("**Deloitte**" or the "**Monitor**"), in its capacity as monitor to the Debtors and the other Mises-en-cause (collectively, "**SM Group**"), hereby seeks an order from this Court:

- (a) Declaring that the Respondent, the City of Montreal, has no right to claim or effect compensation between:
 - (i) The amounts that are currently owing or which may become owing by the City of Montreal to the SM Group in connection with professional services rendered or to be rendered by the latter in favour of the former as and from August 24, 2018; and
 - (ii) Any amounts owed or allegedly owed by the SM Group to the City of Montreal prior to August 24, 2018, including, without limitation, those amounts claimed by the City of Montreal from the SM Group in connection with:

- The confidential settlement agreement entitled *Règlement, Quittance et Transaction* (the "**VRP Settlement Agreement**") entered into between the S.M. Group Inc. ("**SMGI**") and the City of Montreal on or about November 28, 2017, as part of the *Voluntary Reimbursement Program* (the "**VRP**") created pursuant to the *Act to ensure mainly the recovery of amounts improperly paid as a result of fraud or fraudulent tactics in connection with public contract* (the "**Act**"); and/or
 - The *Demande Introductive d'Instance* (the "**Statement of Claim**") filed by the City of Montreal on or about September 26, 2018 against, *inter alia*, SM Consultants Inc. ("**SM Consultants**"), SMGI, the SMI Group Inc. ("**SMIGI**") and The S.M. Group International LP ("**SM Group International**"), in the Court file bearing the docket number 500-17-104932-184;
- (b) Order the City of Montreal to pay to the SM Group the amounts currently owing or which may become owing by the City of Montreal to the SM Group in connection with services rendered or to be rendered by the latter in favour of the former *as and from* August 24, 2018, subject to the City of Montreal's right to reasonably review and approve each invoices issued by the SM Group for those services, in the ordinary course of business; and
- (c) Reserve the right of the Monitor to claim, at a later date, from the City of Montreal, on behalf of the SM Group, the payment of any and all other amounts which may be owing by the City of Montreal to the SM Group in connection with services rendered by the latter in favour of the former *prior* to August 24, 2018.

II. BACKGROUND

2. On August 24, 2018, following the filing of a joint application made by Alaris Royalty Corp. and Integrated Private Debt Fund V LP (the "**Applicants**"), the Superior Court of Quebec (Commercial Division) (the "**Court**") rendered an Initial Order (as amended on September 21, 2018 and November 12, 2018, the "**Initial Order**"), pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the "**CCAA Proceedings**") in respect of each of the SM Group, and ordered a stay of proceedings against the SM Group and all of its present and future assets, rights, undertakings and properties of every nature and kind whatsoever and wherever situated, including all proceeds thereof (collectively, the "**Property**") until September 21, 2018 (the "**Stay Period**"), as appears from the Court record.
3. As part of the Initial Order, LGBM Inc. (Mr. Paul Lafrenière) was appointed as Chief Restructuring Officer (the "**CRO**") for the SM Group, and Deloitte was appointed to monitor the business and financial affairs of the SM Group in accordance with the CCAA.
4. On September 21, 2018, this Court issued an order whereby, *inter alia*, the terms of the Initial Order were amended, the Stay Period was extended until November 14, 2018, and a sale and investor solicitation process was approved, as appears from the Court record.

5. On October 31, 2018, the Applicants filed a *Joint Application to Approve and Implement a Transaction*, pursuant to which the following orders were sought:
- (a) an order (the "**Approval and Vesting Order**"):
 - (i) approving a transaction (the "**Thornhill Transaction**") contemplated namely under an *Asset Purchase Agreement* (the "**Thornhill APA**") entered into between, *inter alia*, the SM Group and Thornhill Investments Inc. ("**Thornhill**") pursuant to which the latter, or a company to be designated by the latter, would acquire from the former, as a going concern, a significant portion of its Property;
 - (ii) approving the distribution of the cash component of the purchase price payable by Thornhill pursuant to the Thornhill APA;
 - (iii) releasing and discharging the CRO from its duties pursuant to the Initial Order upon the filing by the Monitor of a preliminary closing certificate namely certifying that all condition to the preliminary closing, as contemplated in the Thornhill APA, have been satisfied or waived by the parties thereto (the "**Preliminary Closing Certificate**");
 - (iv) extending the powers of the Monitor under the Initial Order upon the filing of the Preliminary Closing Certificate; and
 - (v) extending the Stay Period until December 19, 2018;
 - (b) an order (the "**Receivership Order**") appointing Deloitte as receiver to the Property of Les Services de Personnel S.M. Inc.; and
 - (c) an order (the "**CRO Claims Process Order**") allowing for the establishment of an expedited claims process to identify and determine any claims that may exist against the CRO in order to permit the release of the "CRO Indemnity Charge" provided in the Initial Order.
6. On November 12, 2018, this Court granted the reliefs requested by the Applicants and rendered the following orders, as appears from the Court record:
- (a) the Approval and Vesting Order;
 - (b) the CRO Claims Process Order; and
 - (c) the Receivership Order.
7. On November 19, 2018, the Monitor issued the Preliminary Closing Certificate confirming that the Preliminary Closing Date (as defined in the Thornhill APA) occurred on November 16, 2018. A copy of the Monitor's Preliminary Certificate will be filed in support of this Application as **Exhibit P-1**.
8. As things currently stand, the Final Closing Date (as defined in the Thornhill APA) is currently expected to occur in December 2018.

9. In accordance with the Approval and Vesting Order and in light of the filing of the Preliminary Closing Certificate, the Monitor's powers, as initially set forth in the Initial Order, were extended so as to allow it to, *inter alia*:
- a) conduct and control the financial affairs and operations of the SM Group and carry on its business; and
 - b) take steps for the preservation and protection of the SM Group's Property.

III. THE AMOUNTS OWED BY THE CITY OF MONTREAL TO THE SM GROUP

10. Over the past few years, several contracts (the "**City of Montreal Contracts**") have been entered into between the SM Group and the City of Montreal pursuant to which the former would provide the latter with various professional services in connection certain construction projects (collectively, the "**City of Montreal Projects**").
11. As part of its mandate, the Monitor proceeded with a review of each of the SM Group's accounts receivables in connection with the City of Montreal Projects in order to determine, *inter alia*:
- (a) The amounts payable by the City of Montreal to the SM Group in connection with professional services rendered prior to the issuance of the Initial Order on August 24, 2018; and
 - (b) The amounts payable by the City of Montreal to the SM Group in connection with professional services rendered as and from the issuance of the Initial Order on August 24, 2018, inclusively.
12. As at November 21, 2018, the following amounts, including taxes, have been invoiced and are payable by the City of Montreal to the SM Group:
- (a) \$600,512.65 in respect of professional services rendered prior to the issuance of the Initial Order on August 24, 2018 (the "**SM Pre-Filing Services**");
 - (b) \$825,542.20 in respect of professional services rendered as and from the issuance of the Initial Order on August 24, 2018 (the "**SM Post-Filing Services**"); and
 - (c) \$305,930.24 in respect of professional services rendered both prior to and as and from the issuance of the Initial Order on August 24, 2018, inclusively (the "**SM Pre and Post Filing Services**", together with the SM Pre-Filing Services and the SM Post-Filing Services, the "**SM Services**").

13. The table below prepared by the Monitor provides a summary and breakdown of the amounts owed and payable by the City of Montreal to the SM Group as at November 21, 2018, for each of the City of Montreal Projects:

SM Group

City of Montreal

Summary of Accounts Receivable Per Project

As at November 21, 2018

Project #	Amounts			Total
	Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1418305	717.05	1,368.11	23,710.17	25,795.33
F1800305	-	2,587.11	29,739.20	32,326.31
F1523103	13,853.81	55,958.55	25,907.74	95,720.10
F1521482	34,207.36	-	-	34,207.36
F1624450	126,313.58	-	-	126,313.58
F1728982	15,147.33	91,246.55	352,107.46	458,501.34
F1730032	-	4,888.28	38,645.69	43,533.97
F1624782	32,430.59	10,374.13	24,524.19	67,328.91
F1416481	6,971.94	-	-	6,971.94
F1520564	61,053.16	66,423.97	51,558.63	179,035.76
F1624766	70,340.97	-	70,583.66	140,924.63
F1730045	8,140.23	-	-	8,140.23
F1801278	-	-	3,098.74	3,098.74
F1416476	14,012.89	-	-	14,012.89
F1624555	17,644.58	17,493.46	-	35,138.04
F1624556	97,731.69	-	-	97,731.69
F1728981	-	-	18,023.55	18,023.55
F1520266	100,759.53	25,949.24	442.66	127,151.43
F1801494	-	-	12,251.67	12,251.67
F1522675	-	574.88	-	574.88
F1802277	-	-	1,839.60	1,839.60
F1800145	-	-	161,858.93	161,858.93
F1417658	-	4,008.31	-	4,008.31
F1727730	-	24,689.73	8,689.24	33,378.97
F1416933	1,187.94	367.92	-	1,555.86
F1312045	-	-	2,561.07	2,561.07
	600,512.65	305,930.24	825,542.20	1,731,985.09

14. The above summary table, together with a more detailed table also prepared by the Monitor which lists all of the outstanding invoices issued by the SM Group to the City of Montreal for each of the City of Montreal Project will be filed in support of this Application as **Exhibit P-2**.
15. As will be further discussed below, the orders sought in the context of the present Application relate *solely* to the payment of the amounts owed to the SM Group in connection with the SM Post-Filing Services, though the Monitor reserves any and all of its rights with respect to the SM Pre-Filing Services and the SM Pre and Post Filing Services.

IV. THE CITY OF MONTREAL'S UNJUSTIFIED REFUSAL TO PAY FOR ANY OF THE AMOUNTS OWED TO THE SM GROUP IN CONNECTION WITH THE SM POST-FILING SERVICES

16. On November 7, 2018, counsels to the City of Montreal sent a letter to the undersigned counsels, as well as to counsel to one of the Applicants, a copy of which will be filed in support of this Application as **Exhibit P-3**, advising them that the City of Montreal would immediately suspend any payment in respect of the fees incurred in respect of SM Services, whether incurred prior to or as and from the Initial Order.
17. More specifically, in its letter, counsels to the City of Montreal advised of the following:
 - (a) With respect to the fees of the SM Group that are related to services that have been rendered *prior* to the issuance of the Preliminary Closing Certificate (the "**SM Pre-Preliminary Closing Certificate Fees**"), the City of Montreal would not pay those as it intended to *immediately* effect compensation between them and the following amounts:
 - (i) those amounts claimed by the City of Montreal pursuant to the VRP Settlement Agreement, which total \$900,000, of which \$225,000 was payable by SMGI on October 1, 2018 (the "**VRP Claim**"); and
 - (ii) those amounts claimed by the City of Montreal pursuant to the Statement of Claim, which total \$14,044,458.40 plus interest and fees (the "**Contingent Civil Claim**", together with the VRP Claim, the "**City of Montreal's Claims**");
 - (b) With respect to the fees of the SM Group that are related to services that have been or will be rendered *after* the issuance of the Preliminary Closing Certificate (the "**SM Post-Preliminary Closing Certificate Fees**"), the City of Montreal *may* consider paying those (at its discretion) provided that the following conditions (imposed unilaterally by the City of Montreal) are met:
 - (i) The Preliminary Closing Certificate is filed;
 - (ii) The City of Montreal consents to the assignment of the City of Montreal Contracts to Thornhill (an party unrelated to the SM Group), as part of the Thornhill Transaction;

- (iii) the Autorité des Marchés Financiers (AMF) confirms its agreement not to take any further actions that could affect the SM Group's public contract authorizations; and
 - (iv) the City of Montreal approves the quality of the SM Services rendered by the SM Group.
18. On the same day, counsel for the Applicants immediately responded to this letter, advising that all the efforts and time were focused on getting the approval of the Thornhill Transaction and in closing same in the best interest of all of the stakeholders of the SM Group, including the employees, the creditors, the suppliers and subcontractors, the clients (including ironically the City of Montreal) and all persons working on the projects on which the SM Group is currently working. Counsel for the Applicants also advised that the City of Montreal's position regarding its alleged right to compensate amounts owed to the SM Group was contrary to the Initial Order and to the law. A copy of the response of counsel to the Applicants will be filed in support of this Application as **Exhibit P-4**.
19. From the Monitor's perspective, it is unclear as to why the City of Montreal has made a distinction between the SM Pre-Preliminary Closing Certificate Fees and the SM Post-Preliminary Closing Certificate Fees.
20. In any event, to date, the City of Montreal continues to be vague regarding its intentions with respect to the payment of SM Post-Preliminary Closing Certificate Fees despite the fact that:
- (a) the SM Group, its employees, its subcontractors and their respective employees are currently continuing to provide professional services to the City of Montreal in connection with the City of Montreal Projects;
 - (b) Significant fees are currently being incurred in connection with these services, not only by the SM Group's employees, but also by its subcontractors and their respective employees, without any guarantee or comfort that the City of Montreal will be paying for those fees;
 - (c) although the only condition imposed by the City of Montreal for the payment of the Post-Preliminary Closing Certificate Fees which remains to be met concerns the assignment of the City of Montreal Contract to Thornhill, the City of Montreal seemingly refuses to confirm at this stage whether or not such consent will be provided to Thornhill. Neither the Monitor or the SM Group has no control over this condition unilaterally imposed by the City of Montreal; and
 - (d) the City of Montreal position, by insisting on its "*right*" to refuse the assignment of the City of Montreal Contracts to Thornhill, seems to ignore the provisions of the CCAA which allows the Court to order such assignment, as it is being contemplated in the Thornhill APA.

VI. THE CITY OF MONTREAL CANNOT COMPENSATE "PRE-FILING CLAIMS" AGAINST "POST-FILING CLAIMS"

21. In order to simplify the issues which will be presented before this Court, the orders sought herein by the Monitor relate *solely* to the payment of those amounts owed to SM by the City of Montreal in connection with the SM Post-Filing Services (the "**SM Post-Filing Fees**").
22. To date, the SM Post-Filing Fees amount to \$825,542.20, and will continue to increase unless the City of Montreal confirms its intention to pay them without further delay.
23. It is important to note that the Monitor is unaware of any grounds or reasons for which the City of Montreal refuses to pay the SM Post-Filing Fees, other than the fact that it claims being entitled to effect compensation between them and the City of Montreal's Claims which, in the aggregate, amount to almost \$15,000,000.
24. Respectfully, the Monitor's position is that such compensation cannot lawfully be effected considering the following:
- (a) With respect to the VRP Claim:
- (i) although this claim is based on the VRP Settlement Agreement reached between SMGI and the City of Montreal pursuant to which certain payments were to be made as and from October 1, 2018, the fact of the matter remains that:
- this claim is an *unsecured* claim;
 - this claim is based on a *settlement agreement/transaction* entered into on November 28, 2017 - almost a year prior to the issuance of the Initial Order (i.e. August 24, 2018) – in accordance with article 2631 and following of the *Civil Code of Quebec*;
 - as part of this *settlement agreement/transaction*, no admission whatsoever was made by either party thereto, in accordance with both the terms of the VRP Settlement Agreement and Article 22 of the Act; and
 - the fact that the VRP Settlement Agreement was reached in accordance with the VRP or the Act does not allow the City of Montreal to effect compensation against the SM Post-Filing Fees, or to elevate the VRP Claim to the status of a secured claim;
- (ii) With respect to the Contingent Civil Claim:
- (i) Although this claim was filed on September 26, 2018 against SM Consultants, SMGI, SMIGI and SM Group International, the fact of the matter remains that:
- this claim is an *unsecured* claim;

- this claim is based on alleged actions of SM Consultants, SMGI, SMIGI and SM Group International which, according to the City of Montreal, would have occurred several years *prior* to the issuance of the Initial Order (i.e. August 24, 2018);
- this claim is not certain, liquid nor exigible; and
- the fact that this claim is based in part or in totality on allegations of fraud or as a result of the Act does not allow the City of Montreal to effect compensation against the SM Post-Filing Fees, or to elevate the Contingent Civil Claim to the status of a secured claim.

25. The Monitor respectfully submits that there are simply no basis, in fact or in law, which would allow such compensation between the SM Post-Filing Fees and any of the above-mentioned claim.

VII. URGENCY

26. In light of the upcoming final closing of the Thornhill Transaction, and the fact that significant amounts are currently being incurred in connection with the professional services rendered by the SM Group's employees, as well as its subcontractors and their respective employees, the present Application has become urgent.

27. The issues raised herein therefore require the adjudication from this Court without further delay, as time will only benefit the City of Montreal while causing significant prejudice and potentially irreparable harm to the SM Group.

28. It is therefore because of this urgency that the Monitor has voluntarily limited the reliefs sought against the City of Montreal, and has decided to solely seek, for now, an order:

- (a) Declaring that the City of Montreal has no right to claim or effect compensation between:
 - (i) The SM Post-Filing Fees; and
 - (ii) Any amounts owed, or allegedly owed, by the SM Group to the City of Montreal prior to August 24, 2018, including, without limitation, the City of Montreal's Claims;
- (b) Ordering the City of Montreal to pay to the SM Group the SM Post-Filing Fees, subject to its right to reasonably review and approve each invoices issued reflecting these SM Post-Filing Fees, in the ordinary course of business; and
- (c) Reserving the right of the Monitor to claim, at a later date, from the City of Montreal, on behalf of the SM Group, the payment of any and all amounts owing and payable in respect of the SM Pre-Filing Services and the SM Pre and Post Filing Services.

29. Therefore, *for now*, the only issues which this Court will be called upon to adjudicate are:
- (a) Whether or not the VRP Claim and the Contingent Civil Claim should be qualified as "*pre-filing*" claims or "*post-filing*" claims;
 - (b) Whether or not the VRP Claim and/or the Contingent Civil Claim can be set-off against the SM Post-Filing fees; and
 - (c) Whether or not the fact that the VRP Claim and the Contingent Civil Claim are based in part or in totality on allegations of fraud or as a result of the Act allows the City of Montreal to set-off those claims against the SM Post-Filing Fees or to, somehow, elevate the VRP Claim and the Contingent Civil Claim to the status of secured claims.
30. Given the urgency of this matter, should this Court grant the orders sought herein, the Monitor respectfully submits that the provisional execution of the orders sought herein is necessary and appropriate in the circumstances.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

- [1] **GRANT** Deloitte Restructuring Inc. ("**Deloitte**" or the "**Monitor**")'s *Application for a Declaratory Judgment* (the "**Application**");
- [2] **DECLARE** that the Respondent, the City of Montreal, has no right to claim or effect compensation between:
 - (a) The amounts that are currently owing or which may become owing by the City of Montreal to any of the entities forming part of the SM Group (as defined in the Application) in connection with professional services rendered or to be rendered by the latter in favour of the former as and from August 24, 2018; and
 - (b) Any amounts owed, or allegedly owed, by the SM Group to the City of Montreal prior to August 24, 2018, including, without limitation, those amounts claimed by the City of Montreal from the SM Group in connection with:
 - (i) The confidential settlement agreement entitled *Règlement, Quittance et Transaction* entered into between the S.M. Group Inc. and the City of Montreal on or about November 28, 2017, as part of the *Voluntary Reimbursement Program* created pursuant to the *Act to ensure mainly the recovery of amounts improperly paid as a result of fraud or fraudulent tactics in connection with public contract*; and/or
 - (ii) The *Demande Introductive d'Instance* filed on or about September 26, 2018 by the City of Montreal against, *inter alia*, SM Consultants Inc., SMGI, the SMI Group Inc. and The S.M. Group International LP in the Court file bearing the docket number 500-17-104932-184;

- [3] **ORDER** the City of Montreal to pay to the SM Group the amounts currently owing or which may become owing by the City of Montreal to the SM Group in connection with services rendered or to be rendered by the latter in favour of the former *as and from* August 24, 2018, subject to the City of Montreal's right to reasonably review and approve each invoices issued by the SM Group for those services, in the ordinary course of business;
- [4] **RESERVE** the right of the Monitor to claim from the City of Montreal, on behalf of the SM Group, the payment of any and all other amounts which may be owing by the City of Montreal to the SM Group in connection with services rendered by the latter in favour of the former *prior* to August 24, 2018;
- [5] **ORDER** the provisional execution of the order to intervene herein notwithstanding any appeal.

WITH COSTS.

Montréal, November 23, 2018

Stikeman Elliott LLP

Stikeman Elliott LLP

Lawyers for the Monitor

Deloitte Restructuring Inc.

M^{re} Guy P. Martel gmartel@stikeman.com

M^{re} Danny Duy Vu ddvu@stikeman.com

1155 René-Lévesque West, 41st Floor


Montréal, QC H3B 3V2

Telephones: 514.397.3163/514.397.649

AFFIDAVIT


I, the undersigned, **Patrick Fillion**, Director at Deloitte Restructuring Inc., having a place of business at 1190 Avenue des Canadiens-de-Montréal, Suite 500, Montréal, QC H3B 0M7, do solemnly affirm that to the best of my knowledge, all the facts alleged in the *Application for a Declaratory Judgment* are true and correct.

AND I HAVE SIGNED:



PATRICK FILLION

SOLEMNLY DECLARED before me
at Montréal, Québec
this 23rd day of November, 2018



Commissioner of Oaths for the Province of
Québec



NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the present *Application for a Declaratory Judgment* will be presented for adjudication before the Honourable Justice Chantal Corriveau of the Superior Court of Québec, sitting in the Commercial Division for the district of Montréal, on **December 6, 2018**, at the Montréal Courthouse, located at 1 Notre-Dame Street East, Montréal, Québec, H2Y 1B6, at the time and in a room to be determined by the Court.

Montréal, November 23, 2018

Stikeman Elliott LLP

Stikeman Elliott LLP

Lawyers for the Monitor

Deloitte Restructuring Inc.

M^{re} Guy P. Martel gmartel@stikeman.com

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CITY OF MONTRÉAL

Respondent

**LIST OF EXHIBITS
 IN SUPPORT OF THE APPLICATION FOR DECLARATORY JUDGMENT**

EXHIBITS	DESCRIPTION
EXHIBIT P-1:	Copy of the Monitor's Preliminary Certificate dated November 19, 2018;
EXHIBIT P-2:	Copy of a summary table, together with a more detailed table, prepared by the Monitor listing all amounts owing by the City of Montreal to the SM Group as at November 21, 2018
EXHIBIT P-3:	Copy of a letter sent by counsels to the City of Montreal on November 7, 2018
EXHIBIT P-4:	Copy of the emails exchanged between the respective counsels for the City of Montreal and the Applicants on November 7, 2018

Montréal, November 23, 2018

Stikeman Elliott LLP

Lawyers for the Monitor

Deloitte Restructuring Inc.

M^{re} Guy P. Martel gmartel@stikeman.comM^{re} Danny Duy Vu ddvu@stikeman.com

1155 René-Lévesque West, 41st Floor

Montréal, QC H3B 3V2

Telephones: 514.397.3163/514.397.649

Exhibit P-1

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL
No.: 500-11-055122-184**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC
1985, C C-36, AS AMENDED:**

LE GROUPE SMI INC./THE SMI GROUP INC. et al.

Debtors

-and-

LE GROUPE S.M. INTERNATIONAL S.E.C. et al.

Mises-en-cause

-and-

ALARIS ROYALTY CORP.

INTEGRATED PRIVATE DEBT FUND V LP.

Applicants

-and-

DELOITTE RESTRUCTURING INC.

Monitor

-and-

LGBM INC.

Chief Restructuring Officer

-and-

11017870 CANADA INC.

THORNHILL G.P.

11054953 CANADA INC.

Purchasers

MONITOR'S PRELIMINARY CLOSING CERTIFICATE

RECITALS:

WHEREAS on August 24, 2018 the Superior Court of Quebec (the "**Court**") issued an Initial order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") in respect of Debtors and the Mises-en-cause (except 9229-4263 Québec Inc. which was added on September 21, 2018) (the "**Debtors**");

WHEREAS pursuant to the terms of the Initial Order, Deloitte Restructuring inc. (the "**Monitor**") was appointed Monitor of the Debtors;

WHEREAS on November 12, 2018, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving:

- (a) the execution of various agreements substantially in the form of the "**Purchase Agreements**" (as same is defined in the Vesting Order) by and between the Debtors identified in **Schedule A** to the Vesting Order (collectively, the "**Vendors**"), as vendors, and 11017870 Canada Inc., Thornhill G.P. and 11054953 Canada Inc. (collectively, the "**Purchasers**"), as purchaser, and others, copies of which were filed *under seal* in the Court record; and
- (b) the transactions contemplated in the Purchase Agreements (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor.

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Monitor once (a) the Purchase Agreements have been executed and delivered; (b) the Cash Purchase Price and the Assumed Debts (as such terms are defined in the Purchase Agreements) have been respectively paid and assumed by the Purchaser; and (c) and all the conditions to the Preliminary Closing of the Transaction have been satisfied or waived by the parties thereto.

THE MONITOR CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDORS AND THE PURCHASERS AS TO THE FOLLOWING:

- (a) the Purchase Agreements have been executed and delivered;
- (b) the Cash Purchase Price and the Assumed Debts have been respectively paid and assumed by the Purchaser (being specified that the Cash Purchase Price was held in trust by the Purchasers' counsel on November 16, 2018, being the Preliminary Closing Date, and wired to the Monitor in conformity with the Purchase Agreements on November 19, 2018); and
- (c) all the conditions to the Preliminary Closing of the Transaction have been satisfied or waived by the parties thereto.

[Signature follows]

This Certificate was issued by the Monitor at _____ on November 19, 2018.

DELOITTE RESTRUCTURING INC. in its
capacity as Court appointed Monitor of the
Debtors, and not in its personal capacity.



Name: MARTIN FRANCO

Title: SENIOR VICE PRESIDENT

Exhibit P-2

SM Group
City of Montreal
Summary of Accounts Receivable Per Project
As at November 21, 2018

Project #	Amounts			Total
	Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1418305	717.05	1,368.11	23,710.17	25,795.33
F1800305	-	2,587.11	29,739.20	32,326.31
F1523103	13,853.81	55,958.55	25,907.74	95,720.10
F1521482	34,207.36	-	-	34,207.36
F1624450	126,313.58	-	-	126,313.58
F1728982	15,147.33	91,246.55	352,107.46	458,501.34
F1730032	-	4,888.28	38,645.69	43,533.97
F1624782	32,430.59	10,374.13	24,524.19	67,328.91
F1416481	6,971.94	-	-	6,971.94
F1520564	61,053.16	66,423.97	51,558.63	179,035.76
F1624766	70,340.97	-	70,583.66	140,924.63
F1730045	8,140.23	-	-	8,140.23
F1801278	-	-	3,098.74	3,098.74
F1416476	14,012.89	-	-	14,012.89
F1624555	17,644.58	17,493.46	-	35,138.04
F1624556	97,731.69	-	-	97,731.69
F1728981	-	-	18,023.55	18,023.55
F1520266	100,759.53	25,949.24	442.66	127,151.43
F1801494	-	-	12,251.67	12,251.67
F1522675	-	574.88	-	574.88
F1802277	-	-	1,839.60	1,839.60
F1800145	-	-	161,858.93	161,858.93
F1417658	-	4,008.31	-	4,008.31
F1727730	-	24,689.73	8,689.24	33,378.97
F1416933	1,187.94	367.92	-	1,555.86
F1312045	-	-	2,561.07	2,561.07
	600,512.65	305,930.24	825,542.20	1,731,985.09

SM Group

City of Montreal

Detailed Accounts Receivables Per Project & Invoice

As at November 21, 2018

Project #	Invoice #	Date of Invoice	Amounts			Total
			Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1312045	365314	10/31/2018	-	-	2,561.07	2,561.07
F1416476	360646	6/29/2018	14,012.89	-	-	14,012.89
F1416481	362385	7/26/2018	6,971.94	-	-	6,971.94
F1416933	364940	10/26/2018	-	367.92	-	367.92
	361532-A	10/26/2018	200.18	-	-	200.18
	361532-B	10/26/2018	384.14	-	-	384.14
	363386-A	10/26/2018	603.62	-	-	603.62
			1,187.94	367.92	-	1,555.86
F1417658	363715	9/13/2018	-	4,008.31	-	4,008.31
F1418305	363098	8/27/2018	717.05	-	-	717.05
	364007	9/24/2018	-	151.08	-	151.08
	364008	9/24/2018	-	782.13	-	782.13
	364508	10/16/2018	-	434.90	-	434.90
	364513	10/17/2018	-	-	4,204.52	4,204.52
	364520	10/22/2018	-	-	784.90	784.90
	364521	10/22/2018	-	-	3,592.98	3,592.98
	364522	10/22/2018	-	-	15,127.77	15,127.77
			717.05	1,368.11	23,710.17	25,795.33

SM Group

City of Montreal

Detailed Accounts Receivables Per Project & Invoice

As at November 21, 2018

Project #	Invoice #	Date of Invoice	Amounts			Total
			Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1520266	334783	10/31/2015	4,499.59	-	-	4,499.59
	342573	8/15/2016	24,844.83	-	-	24,844.83
	345415	11/23/2016	3,987.24	-	-	3,987.24
	346101	11/24/2016	40,782.13	-	-	40,782.13
	346315	1/25/2017	5,049.36	-	-	5,049.36
	349030	3/10/2017	4,057.47	-	-	4,057.47
	349037	3/10/2017	1,892.83	-	-	1,892.83
	351400	7/20/2017	2,187.40	-	-	2,187.40
	351401	7/27/2017	1,016.38	-	-	1,016.38
	353219	8/17/2017	88.53	-	-	88.53
	354941	11/10/2017	4,108.06	-	-	4,108.06
	357417	1/15/2018	547.86	-	-	547.86
	360046	4/27/2018	663.99	-	-	663.99
	360076	5/18/2018	379.42	-	-	379.42
	360620	10/5/2018	496.39	-	-	496.39
	360621	6/15/2018	270.77	-	-	270.77
	362412	9/6/2018	85.86	-	-	85.86
	363610	10/26/2018	-	25,949.24	-	25,949.24
	364931	10/26/2018	-	-	252.95	252.95
	364932	10/26/2018	-	-	189.71	189.71
334781-CR	7/28/2017	(392.65)	-	-	(392.65)	
342578-CR	7/28/2017	(2,842.76)	-	-	(2,842.76)	
354951-R	7/27/2018	4,720.67	-	-	4,720.67	
356658-R	7/27/2018	4,316.16	-	-	4,316.16	
			100,759.53	25,949.24	442.66	127,151.43
F1520564	361268	6/13/2018	31,776.72	-	-	31,776.72
	362551	8/6/2018	12,106.42	-	-	12,106.42
	362554	8/6/2018	17,170.02	-	-	17,170.02
	363438	9/10/2018	-	14,575.49	-	14,575.49
	364198	10/1/2018	-	-	15,176.70	15,176.70
	364431	10/9/2018	-	-	12,562.07	12,562.07
	364771	10/17/2018	-	51,848.48	-	51,848.48
	365436	11/6/2018	-	-	12,823.25	12,823.25
	365438	11/7/2018	-	-	10,996.61	10,996.61
			61,053.16	66,423.97	51,558.63	179,035.76

SM Group

City of Montreal

Detailed Accounts Receivables Per Project & Invoice

As at November 21, 2018

Project #	Invoice #	Date of Invoice	Amounts			Total
			Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1521482	335507-1A	8/8/2017	29,481.89	-	-	29,481.89
	353237-A	8/8/2017	4,725.47	-	-	4,725.47
			34,207.36	-	-	34,207.36
F1522675	363231	9/4/2018	-	574.88	-	574.88
F1523103	352779	7/20/2017	10,798.34	-	-	10,798.34
	356041	11/22/2017	1,763.15	-	-	1,763.15
	356933	12/15/2017	1,292.32	-	-	1,292.32
	363521	9/12/2018	-	3,735.13	-	3,735.13
	363798	9/14/2018	-	3,362.08	-	3,362.08
	363799	9/14/2018	-	13,412.47	-	13,412.47
	363800	9/14/2018	-	2,143.88	-	2,143.88
	364037	9/24/2018	-	10,616.94	-	10,616.94
	364160	9/27/2018	-	14,306.72	-	14,306.72
	364646	10/1/2018	-	-	5,662.52	5,662.52
	364863	10/22/2018	-	-	2,639.49	2,639.49
	364868	10/22/2018	-	-	12,181.49	12,181.49
	364930	10/23/2018	-	1,667.42	-	1,667.42
	365062	10/29/2018	-	-	5,424.24	5,424.24
	365093	10/29/2018	-	6,713.91	-	6,713.91
			13,853.81	55,958.55	25,907.74	95,720.10
F1624450	363585	10/16/2018	126,313.58	-	-	126,313.58
F1624555	345715	10/2/2017	12,785.16	-	-	12,785.16
	359723	4/12/2018	2,607.06	-	-	2,607.06
	363404	10/2/2018	-	4,413.32	-	4,413.32
	363440	10/2/2018	-	13,080.14	-	13,080.14
	364432	10/24/2018	2,252.36	-	-	2,252.36
			17,644.58	17,493.46	-	35,138.04
F1624556	357889	2/15/2018	7,415.89	-	-	7,415.89
	360466	10/30/2018	20,962.24	-	-	20,962.24
	360468	10/31/2018	28,130.42	-	-	28,130.42
	360469	10/30/2018	41,223.14	-	-	41,223.14
			97,731.69	-	-	97,731.69

SM Group

City of Montreal

Detailed Accounts Receivables Per Project & Invoice

As at November 21, 2018

Project #	Invoice #	Date of Invoice	Amounts			Total
			Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As of August 24, 2018	Amounts Owing to the SM Group for Services Rendered As of August 24, 2018	
F1624766	362860	8/20/2018	70,340.97	-	-	70,340.97
	364993	10/23/2018	-	-	70,583.66	70,583.66
			70,340.97	-	70,583.66	140,924.63
F1624782	360690	5/18/2018	11,156.85	-	-	11,156.85
	362162	7/18/2018	13,785.50	-	-	13,785.50
	362163	7/16/2018	7,488.24	-	-	7,488.24
	363814	9/17/2018	-	10,374.13	-	10,374.13
	365009	10/24/2018	-	-	6,483.84	6,483.84
	365010	10/24/2018	-	-	14,486.85	14,486.85
	365432	11/6/2018	-	-	3,553.50	3,553.50
			32,430.59	10,374.13	24,524.19	67,328.91
F1727730	365318	11/1/2018	-	24,689.73	-	24,689.73
	365357	11/1/2018	-	-	8,689.24	8,689.24
			-	24,689.73	8,689.24	33,378.97
F1728981	364943	11/9/2018	-	-	2,933.49	2,933.49
	364944	11/9/2018	-	-	15,090.06	15,090.06
			-	-	18,023.55	18,023.55
F1728982	360628	6/15/2018	4,293.43	-	-	4,293.43
	360640	6/29/2018	6,019.52	-	-	6,019.52
	361533	7/20/2018	197.01	-	-	197.01
	362422	9/6/2018	4,637.37	-	-	4,637.37
	362433	10/26/2018	-	22,633.34	-	22,633.34
	362442	9/28/2018	-	65,643.14	-	65,643.14
	363595	11/16/2018	-	-	103,569.65	103,569.65
	363598	10/26/2018	-	-	23,582.37	23,582.37
	363599	10/26/2018	-	-	48,210.58	48,210.58
	364936	10/26/2018	-	2,970.07	-	2,970.07
	364937	10/26/2018	-	-	39,602.13	39,602.13
	364950	11/16/2018	-	-	33,561.63	33,561.63
	364955	11/16/2018	-	-	103,581.10	103,581.10
				15,147.33	91,246.55	352,107.46

SM Group

City of Montreal

Detailed Accounts Receivables Per Project & Invoice

As at November 21, 2018

Project #	Invoice #	Date of Invoice	Amounts			Total
			Amounts Owing to the SM Group for Services Rendered Prior to August 24, 2018	Amounts Owing to the SM Group for Services Rendered Prior to & As and From August 24, 2018	Amounts Owing to the SM Group for Services Rendered As and From August 24, 2018	
F1730032	362436	9/14/2018	-	4,888.28	-	4,888.28
	363580	10/10/2018	-	-	5,999.89	5,999.89
	363582	10/10/2018	-	-	3,804.52	3,804.52
	364957	11/13/2018	-	-	16,322.81	16,322.81
	364959	11/13/2018	-	-	10,693.82	10,693.82
	364958	11/13/2018	-	-	1,824.65	1,824.65
			-	4,888.28	38,645.69	43,533.97
F1730045	361941	7/10/2018	8,140.23	-	-	8,140.23
F1800145	364945	11/12/2018	-	-	29,447.68	29,447.68
	364946	11/12/2018	-	-	30,236.13	30,236.13
	364972	11/16/2018	-	-	102,175.12	102,175.12
			-	-	161,858.93	161,858.93
F1800305	363384	9/24/2018	-	620.87	-	620.87
	363387	9/24/2018	-	1,966.24	-	1,966.24
	364524	10/22/2018	-	-	13,183.15	13,183.15
	364870	10/31/2018	-	-	4,492.82	4,492.82
	364880	10/25/2018	-	-	1,987.69	1,987.69
	364881	10/25/2018	-	-	733.60	733.60
	364882	10/25/2018	-	-	1,001.14	1,001.14
	365519	11/14/2018	-	-	1,431.44	1,431.44
	365520	11/14/2018	-	-	4,006.76	4,006.76
	365521	11/14/2018	-	-	2,902.60	2,902.60
			-	2,587.11	29,739.20	32,326.31
F1801278	365100	10/29/2018	-	-	3,098.74	3,098.74
F1801494	364942	11/9/2018	-	-	12,251.67	12,251.67
F1802277	365573	11/9/2018	-	-	1,839.60	1,839.60
			600,512.65	305,930.24	825,542.20	1,731,985.09

Exhibit P-3

Le 7 novembre 2018

Par courriel

M^e Guy P. Martel
Stikeman Elliott
1155 boul. René-Lévesque Ouest
41^e étage
Montréal (Québec) H3B 3V2

M^e Jocelyn T. Perreault
McCarthy Tétrault LLP
Bureau 2500
1000, rue De La Gauchetière Ouest
Montréal (Québec) H3B 0A2

Objet : Groupe SM (500-11-055122-184)
Notre dossier : 4177-24

Chers confrères,

Nous sommes les avocats de la Ville de Montréal.

Nous vous écrivons en prévision de la présentation de votre requête visant à faire approuver une transaction conclue avec Thornhill G.P. et al. et à obtenir l'émission d'un *vesting order* qui aura pour effet de purger les réclamations à l'encontre des sociétés du groupe SM.

Nous avons été informés que Groupe S.M. inc. n'a pas effectué le paiement en faveur de la Ville de Montréal qui était prévu le 31 octobre dernier aux termes de l'entente intervenue dans le cadre du programme de remboursement volontaire.

Ce défaut signifie que Groupe S.M. inc ainsi que ses actionnaires, dirigeants, administrateurs et autres sociétés affiliées ne pourront bénéficier d'une quittance, celle-ci étant conditionnelle au paiement complet de l'entente.

Tel mentionné dans nos correspondances précédentes, cette réclamation de la Ville de Montréal évoquée ci-haut à l'encontre de Groupe S.M. inc., ainsi que ses actionnaires, dirigeants, administrateurs et autres sociétés affiliées, est une réclamation pour fraude et détournement des sommes du trésor public.

Cette réclamation ne peut être purgée ou compromise par la restructuration de Groupe S.M. inc. ou sa faillite, en vertu des articles 19(2)d) de la LACC ou 178(1)e) de la LFI.

Il en va de même du recours entrepris récemment par la Ville de Montréal dans le dossier de cour no. 500-17-104932-184 concernant spécifiquement le contrat des compteurs d'eau. Groupe S.M.

inc., ainsi que ses actionnaires, dirigeants, administrateurs, sont poursuivis solidairement pour la somme de 14 M \$.

Nous ferons valoir ce point très important pour notre cliente lors de l'audition pour faire approuver la transaction : il doit être clair que le *vesting order* que vous envisagez ne peut avoir aucun impact, quel qu'il soit, sur les réclamations de la Ville de Montréal qui demeureront entières une fois la transaction avec Thornhill G.P. et al. consommée.

Par ailleurs, considérant le défaut de Groupe S.M. inc. de respecter l'entente intervenue dans le cadre du programme de remboursement volontaire, la Ville de Montréal analyse présentement ses recours à entreprendre.

Dans l'intervalle, la Ville de Montréal opérera immédiatement compensation pour garantir le paiement d'une partie de ses réclamations à l'encontre des sociétés du groupe S.M.

Ainsi, la Ville de Montréal ne paiera pas les factures en cours de traitement. Elle ne paiera pas non plus le montant des honoraires réalisés au 31 octobre 2018 et pas encore facturé. La Ville de Montréal conservera ces montants même si une cession des contrats devait survenir, cette dernière conservant tous ses moyens de défense qu'elle avait contre le Groupe SM au moment où les honoraires ont été encourus.

Sous réserve des éléments mentionnés au paragraphe suivant, la Ville de Montréal pourra accepter de reprendre le paiement des honoraires une fois la transaction approuvée et à la suite de la première date de clôture avec Thornhill et al. et donc *pendant* et *après* la période transitoire évoquée dans votre requête du 31 octobre 2018 (voir notamment les par. 3d) et 29c) de votre requête).

Cet engagement de la Ville de Montréal de réévaluer sa décision de reprendre les paiements est fait sous réserve : 1) de son droit de refuser la cession des contrats en cours à l'entreprise qui reprendra les activités des sociétés du groupe S.M. après la période de transition; 2) de l'exigence pour l'entreprise contractant avec elle de détenir en tout temps l'autorisation de l'AMF (que ce soit Groupe SM inc. pendant la période de transition ou la nouvelle entreprise qui reprendra ses activités à la suite de la période de transition); et 3) de tous les droits de la Ville de Montréal quant à la qualité des services qui seront rendus en vertu des contrats.

Veuillez agréer, chers confrères, l'expression de nos sentiments les meilleurs.



Raphaël Lescop
RL/mt

Exhibit P-4

Danny Duy Vu

De: Perreault, Jocelyn <jperreault@mccarthy.ca>
Envoyé: Wednesday, November 07, 2018 4:46 PM
À: 'Raphaël Lescop'
Cc: Guy P. Martel; Danny Duy Vu; 'mlaroche@millerthomson.com'; 'Kyla Mahar'; 'Martin Franco (marfranco@deloitte.ca)'; 'Fillion, Patrick (CA - Montreal)'; Tardif, Alain N.; Zucker, Noah
Objet: RE: Groupe SM - 500-11-055122-184

Bonjour Raphaël,

Présentement, comme tu le sais, les efforts, les énergies et le temps sont consacrés à obtenir l'approbation d'une transaction visant à préserver la valeur et à permettre la continuité de l'entreprise dans le meilleur intérêt de ses 700 employés, ses créanciers, ses fournisseurs et sous-traitants, ses clients (dont les donneurs d'ouvrage comme la Ville de Montréal) et toutes les personnes qui travaillent sur les projets dans lesquels les Débitrices sont impliqués. Les ordonnances recherchées par notre requête en approbation de la transaction n'affectent pas les droits de ta cliente à titre de créancière des parties Débitrices, s'il en est.

Dans le contexte de cette urgence immédiate d'obtenir cette approbation pour le bénéfice de l'ensemble des parties intéressées, nous ne pouvons répondre de façon détaillée à ta correspondance concernant le paiement des sommes dues et à devenir dues par la Ville de Montréal en lien avec des travaux effectués par les Débitrices. Sous toutes réserves, nous réservons tous les droits des Débitrices eu égard à la position prise dans la correspondance en question eu égard à l'exercice d'un prétendu droit à la compensation qui va à l'encontre des dispositions de l'ordonnance initiale et de la loi.

Svp garder en copie mes collègues Mes Tardif et Zucker car ce sont eux qui seront à l'audition demain.

Salutations,

Jocelyn



Jocelyn T. Perreault
Associé | Partner
Faillite et restructuration | Bankruptcy and Restructuring
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Bureau 2500
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Montréal QC H3B 0A2



From: Raphaël Lescop [<mailto:rlescop@imk.ca>]

Sent: Wednesday, November 07, 2018 13:22

To: Perreault, Jocelyn; Guy P. Martel

Subject: Groupe SM - 500-11-055122-184

Chers confrères,
Vous trouverez ci-joint une lettre à votre attention.
Je suis disponible pour en discuter à votre convenance.
Meilleures salutations,



Raphaël Lescop

514 934-7734

rlescop@imk.ca



IMK s.e.n.c.r.l./LLP

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SUPERIOR COURT

N°. 500-11-055122-184

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, C C-36, AS AMENDED:

LE GROUPE SMI INC./THE SMI GROUP INC.
et al.

Debtors

- and -

LE GROUPE S.M. INTERNATIONAL S.E.C. et al.

Mises-en-cause

-and-

ALARIS ROYALTY CORP. et al.

Applicants

-and-

DELOITTE RESTRUCTURING INC.

Monitor

-and-

11017870 CANADA INC. et al.

Purchasers

-and-

CITY OF MONTREAL

Respondent

BS0350

File: 140238-1002

APPLICATION FOR DECLARATORY JUDGMENT
(Section 11 of the Companies' Creditors Arrangement Act,
RSC, 1985, c C-36), AFFIDAVIT, NOTICE OF
PRESENTATION, LIST OF EXHIBITS AND
EXHIBITS P-1 TO P-4

ORIGINAL

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