

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-061483-224

DATE: December 19, 2023

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**PRESIDING: THE HONOURABLE CHRISTIAN IMMER, J.S.C.**

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***IN THE MATTER OF THE PLANS OF COMPROMISE OF:***

**FORMERXBC INC. (FORMERLY XEBEC ADSORPTION INC.)**  
**11941666 CANADA INC. (FORMERLY XEBEC RNG HOLDINGS INC.)**  
**APPLIED COMPRESSION SYSTEMS LTD.**  
**1224933 ONTARIO INC. (FORMERLY COMPRESSED AIR INTERNATIONAL INC.)**  
**FORMERXBC HOLDING USA INC. (FORMERLY XEBEC HOLDING USA INC.)**  
**ENERPHASE INDUSTRIAL SOLUTIONS, INC.**  
**CDA SYSTEMS, LLC**  
**FORMERXBC ADSORPTION USA INC. (FORMERLY XEBEC ADSORPTION USA INC.)**  
**FORMERXBC PENNSYLVANIA COMPANY (FORMERLY THE TITUS COMPANY)**  
**FORMERXBC NOR CORPORATION (FORMERLY NORTEKBELAIR CORPORATION)**  
**FORMERXBC FLOW SERVICES – WISCONSIN INC. (FORMERLY XBC FLOW SERVICES – WISCONSIN INC.)**  
**CALIFORNIA COMPRESSION, LLC**  
**FORMERXBC SYSTEMS USA, LLC (FORMERLY XEBEC SYSTEMS USA, LLC)**  
Debtors / Petitioners

and

**DELOITTE RESTRUCTURING INC.**  
Monitor

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**SANCTION ORDER**

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- [1] **CONSIDERING** the *Application for the Issuance of a Sanction Order and Ancillary Relief* (the "**Application**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") of the Petitioners and the affidavit of Mr. Dimitrios Vounassis, filed in support thereof;
- [2] **CONSIDERING** the submissions of counsel present at the hearing in the Application;
- [3] **CONSIDERING** the Monitor's report filed in connection with the Application (the "**Monitor's Report**");
- [4] **CONSIDERING** the testimony of the Monitor's representative at the hearing on the Application;
- [5] **CONSIDERING** the testimony of Mr. Dimitrios Vounassis at the hearing on the Application;
- [6] **CONSIDERING** the First Day Initial Order ("**FDIO**") rendered by this Court on September 29, 2022, as amended and restated from time to time by the issuance of various Amended and Restated Initial Orders, including the latest Fifth Amended and Restated Initial Order issued by this Court on March 27, 2023 (the "**Fifth ARIO**");
- [7] **CONSIDERING** the Claims Procedure Order dated May 24, 2023 (as it may be subsequently amended or clarified from time to time, the "**Claims Procedure Order**");
- [8] **CONSIDERING** the Plan Filing and Meeting Order rendered by this Court on October 31, 2023 (the "**Meeting Order**");
- [9] **CONSIDERING** the Plans of Compromise pursuant to the CCAA filed by each of Applied Compression Systems Ltd., Enerphase Industrial Solutions, Inc., 1224933 Ontario Inc. (formerly Compressed Air International Inc.), California Compression, LLC, CDA Systems, LLC, FormerXBC NOR Corporation (formerly Nortekbelair Corporation), FormerXBC Pennsylvania Company (formerly The Titus Company), FormerXBC Adsorption USA Inc. (formerly Xebec Adsorption USA Inc.), and FormerXBC Flow Services – Wisconsin Inc. (formerly XBC Flow Services – Wisconsin Inc.), FormerXBC Holding USA Inc. (formerly Xebec Holding USA Inc.) and FormerXBC Systems USA, LLC (formerly Xebec Systems USA, LLC) (the "**Plan Debtors**", and each individually, a "**Plan Debtor**"), all dated October 26, 2023, attached hereto as **Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K"** (as they may be amended, supplemented and restated from time to time, each a "**Plan**" and collectively, the "**Plans**");

[10] **CONSIDERING** the Amended Plans of Compromise filed by each of Applied Compression Systems Ltd. and 1224933 Ontario Inc. (formerly Compressed Air International Inc.), both dated November 29, 2023, attached hereto as **Schedules "A-1" and "C-1"**;

[11] **CONSIDERING** the Creditors' Meeting duly held on November 30, 2023 pursuant to the Meeting Order (the "**Creditors' Meeting**") and the favorable vote of the overwhelming majority of the Affected Creditors;

[12] **GIVEN** the provisions of the CCAA;

**THE COURT HEREBY:**

[13] **GRANTS** the Application.

[14] **ISSUES** this Sanction Order pursuant to the CCAA (the "**Sanction Order**"), divided under the following headings:

- (a) Service;
- (b) Definitions;
- (c) Notification and Meeting;
- (d) Sanction of the Plans;
- (e) Implementation of the Plans;
- (f) Distributions Administered by the Monitor and Determination of Disputed Claims;
- (g) Releases and Discharges;
- (h) Monitor;
- (i) Aid and Assistance of Other Courts;
- (j) General Provisions.

**A. SERVICE**

[15] **DECLARES** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[16] **PERMITS** the service of this Sanction Order at any time and place and by any means whatsoever.

**B. DEFINITIONS**

[17] **DECLARES** that, unless otherwise indicated, capitalized terms found herein shall have the same meanings ascribed thereto in the Plans.

**C. NOTIFICATION AND MEETING**

[18] **DECLARES** that the notification procedures set forth in the Meeting Order have been duly followed, that there has been valid and sufficient notice of the Creditors' Meeting, that there has been valid and sufficient transmission of the Meeting Materials and that the Creditors' Meeting has been duly convened, held and conducted in accordance with the CCAA, the Meeting Order and any and all other applicable orders of the Court.

**D. SANCTION OF THE PLANS**

[19] **DECLARES** that:

- (a) each Plan has been duly approved by the Required Majority, in conformity with the CCAA;
- (b) the Plan Debtors have complied with the provisions of the CCAA and the orders made by this Court in the context of these proceedings (the "**CCAA Proceedings**") in all respects;
- (c) the Court is satisfied that the Plan Debtors have not done or purported to do anything that is not authorized by the CCAA; and
- (d) the Plans and their implementation are fair and reasonable and in the best interest of the Plan Debtors, their creditors and their other stakeholders.

[20] **ORDERS** that the Plans, including the compromises, transactions, arrangements and releases set out therein, and their implementation, are sanctioned and approved entirely pursuant to Section 6 of the CCAA.

**E. IMPLEMENTATION OF THE PLANS**

[21] **ORDERS** that the Plan Debtors and the Monitor, as the case may be, are authorized and directed to take all steps and actions necessary or appropriate to implement the Plans, in the manner set forth in the Plans and this Sanction Order, and to perform their duties and functions, in accordance with and subject to the terms of each Plan, and such steps and actions are hereby approved.

[22] **DECLARES** that the determination of Proven Claims in accordance with the Claims Procedure Order shall be final and binding on each Plan Debtor and all of their respective Creditors.

[23] **ORDERS** that, upon satisfaction of the Plan Implementation Conditions and following receipt by the Monitor of a written notice from each Plan Debtor of the

fulfillment of the Plan Implementation Conditions set forth in subsection 7.2 of each Plan, the Monitor shall, as soon as reasonably practicable, (a) issue and file with this Court the Certificate of Implementation and (b) post a copy of same on the Monitor's Website.

[24] **ORDERS and DECLARES** that, on the Plan Implementation Date, each Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby shall be binding and effective upon each Plan Debtor and their respective Creditors, Directors, Officers and all other Persons affected by each Plan.

[25] **ORDERS and DECLARES** that, from and after the Plan Implementation Date, all Persons (including Unaffected Creditors) shall be deemed to have waived any and all defaults of each Plan Debtor then existing or previously committed or caused by each Plan Debtor or arising, directly or indirectly, from non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and each Plan Debtor arising from each Plan Debtor's insolvency, the filing by each Plan Debtor under the CCAA, the filing by each Plan Debtor of the U.S. Case or the transactions contemplated by each Plan or otherwise, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith shall be deemed to have been rescinded, provided that nothing herein shall be deemed to excuse each Plan Debtor from performing its obligations under each Plan, or be a waiver of any default by each Plan Debtor under its Plan.

[26] **DECLARES** 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 Plan Debtors and any bankruptcy orders issued in respect of the Plan Debtors, assignments in bankruptcy of any of the Plan Debtors; or
- (c) section 36.1 of the CCAA and sections 95 through 101 of the BIA and any other federal and provincial law or legislation in any foreign jurisdiction (including the United States of America) relating to preferences, fraudulent conveyances, transfers at undervalue, Paulian actions or other similar void or voidable transaction;

the distributions, payments, releases and compromises contemplated to be performed or effected pursuant to each Plan, do not and shall not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions, or conduct giving rise to an oppression

remedy under any applicable law, nor will they constitute a distribution of property requiring the Monitor, the Plan Debtors, or any of the Directors and Officers to seek and obtain a certificate or authorization of any nature whatsoever.

- [27] **DECLARES** that each Plan and associated steps, compromises, transactions, arrangements and releases effected thereby shall be binding upon any trustee in bankruptcy or receiver that may be appointed in respect of the Plan Debtors and shall not be void or voidable by its creditors or any other Person.

**F. DISTRIBUTIONS ADMINISTERED BY THE MONITOR AND DETERMINATION OF DISPUTED CLAIMS**

- [28] **ORDERS** that the Monitor is authorized and directed to determine all Claims, including the Disputed Claims, if any, in accordance with the Claims Procedure Order, the Meeting Order, this Sanction Order and each Plan.

- [29] **ORDERS** that the Monitor is authorized and directed to administer all distributions and payments to the Affected Creditors from the Distribution Proceeds, in accordance with each Plan and any further order of the Court.

- [30] **ORDERS AND DIRECTS** the Petitioners, on or before the Plan Implementation Date, to wire or otherwise transfer any and all funds remaining in their respective bank accounts to the Monitor for the purposes of including such funds in the Administrative Reserve Account and closing the Petitioners' bank accounts.

- [31] **ORDERS AND AUTHORIZES** upon closure of the bank accounts and of the transfer of funds as set forth in paragraph [30] of this Sanction Order, the Monitor to collect any and all payables or amounts otherwise owing to the Petitioners, including any and all tax reimbursements payable to FormerXBC Inc. (formerly Xebec Adsorption Inc.) ("**FormerXBC**"), which amounts shall be paid to the Monitor and held in trust by the Monitor for distribution to the Petitioners' creditors, after being allocated pursuant to the Allocation Method and the Allocation Order.

- [32] **ORDERS AND DECLARES** that all distributions and payments by or at the direction of the Monitor, in each case on behalf of one of the Plan Debtors under its Plan, are for the account of such Plan Debtor and the fulfillment of its obligations under its Plan.

- [33] **ORDERS** that any Undelivered Distributions be dealt with in accordance with subsection 5.9 of each Plan.

**G. RELEASES AND DISCHARGES**

- [34] **ORDERS** and **DECLARES** that each of the releases contemplated by Subsections 6.1 and 6.2 of each Plan are hereby and shall be implemented and in effect in accordance with the terms of each Plan, including, without limitation, as follows:

- (a) On the Plan Implementation Date, (i) the Directors, the Officers and each Plan Debtor' Employees, (ii) each Plan Debtor' legal counsel, financial advisors, consultants and agents in relation to these CCAA Proceedings and the U.S. Case, (iii) the Foreign Representative's legal counsel and agents in relation to the U.S. Case, (iv) the Monitor and the Monitor's legal counsel in relation to these CCAA Proceedings and the U.S. Case, and (v) each and every present and former shareholder, affiliate, subsidiary, director, officer, partner, employee, consultant and agent of any of the foregoing Persons (collectively with the Plan Debtors, the "**Released Parties**"), shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, Taxes, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Affected Creditor, Unaffected Creditor, or any other Person may be entitled to assert (including any and all D&O Claims as well as any Claims in respect of statutory liabilities of all Directors, Officers and Employees of each Plan Debtor and any alleged fiduciary or other duty), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan, that constitute or are in any way relating to, arising out of or in connection with any Claims, the business and affairs of each Plan Debtor, each Plan, the carrying out of the Claims Procedure Order, the CCAA Proceedings and the U.S. Case, or any Claim that has been barred or extinguished by the Claims Procedure Order, and all claims arising under such actions or omissions shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred (other than the right to enforce the Monitor's obligations under each Plan), all to the fullest extent permitted by Applicable Law, provided that nothing herein shall release or discharge the Directors with respect to matters set out in Section 5.1(2) of the CCAA;
- (b) On the Plan Implementation Date, each of the Plan Debtors shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, Taxes, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement its Plan, that constitute or are in any way relating to, arising out of or in connection with any Affected Claims, the business and affairs of

each Plan Debtor, each Plan, the CCAA Proceedings and the U.S. Case, or any Affected Claim that has been barred or extinguished by the Claims Procedure Order, and all claims arising under such actions or omissions shall be forever waived and released (other than the right to enforce each Plan Debtor's obligations under each Plan and this Sanction Order), all to the fullest extent permitted by Applicable Law, provided that nothing herein shall release or discharge each Plan Debtor from and in respect of (i) any Unaffected Claim, (ii) any Claim which may not be released pursuant to the provisions of the CCAA and (iii) any Claim listed in subsection 19(2) of the CCAA to the extent that such Claim is held by a Creditor who has not voted, and who is not deemed to have voted, in favour of a Plan.

[35] **ORDERS** that effective as of the date of the issuance of the Certificate of Implementation in respect of each Plan Debtor (in such capacities, collectively, the "**FormerXBC Released Parties**"):

- (a) current Directors of FormerXBC;
- (b) Dimitrios (Jim) Vounassis, Mike Munro, Michael Nadeau, Russel Warner, Nathalie Théberge, Stéphane Archambault, in their capacity as Officers and/or consultants of FormerXBC;
- (c) FormerXBC's legal counsel (Osler, Hoskin & Harcourt LLP, McDonald Hopkins, Bielli & Klaunder LLC, Clifford Chance LLP, Stevens & Bolton LLP) in relation to these CCAA Proceedings and the U.S. Case;
- (d) financial advisors (National Bank Financial) in relation to these CCAA Proceedings and the U.S. Case; and
- (e) the Monitor (Deloitte Restructuring LLP) and its legal counsel (McCarthy Tétrault LLP, Holland & Knight LLP) in relation to these CCAA Proceedings and the U.S. Case;

shall all be deemed to be forever irrevocably released and discharged from any demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, Taxes, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence based in whole or in part on any act or omission, transaction, that constitute or are in any way relating to, arising out of, or in connection with any Claims (including any and all D&O Claims as well as any Claims in respect of statutory liabilities of all Directors, Officers and Employees of Former XBC and any alleged fiduciary or other duty), the business and affairs of FormerXBC, the administration and/or management of FormerXBC, the CCAA Proceedings or the U.S. Case as they relate to FormerXBC, or any Claim that has been barred or extinguished by the Claims Procedure Order (collectively, the



“**FormerXBC Released Claims**”), which FormerXBC Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the FormerXBC Released Parties, all to the fullest extent permitted by Applicable Law, provided that nothing herein shall release or discharge (i) the Directors with respect to matters set out in Section 5.1(2) of the CCAA; and (ii) the FormerXBC Released Parties with respect to intentional or gross fault, a gross fault is a fault which shows gross recklessness, gross carelessness or gross negligence.

[36] **ORDERS** that, subject to the provisions of paragraph [34] of this Sanction Order, the releases set forth in Subsections 6.1, 6.2 and 6.3 of each Plan shall be effective and shall inure to the benefit of and be binding upon each Plan Debtor, the Creditors and other Persons referred to in each Plan, the whole in accordance with the terms of each Plan.

[37] **PRECLUDES** the prosecution by or on behalf of any Person against the Released Parties or their respective successors and assigns, whether directly, derivatively or otherwise, of any claim, obligation, omission, suit, judgement, damage, demand, debt, right, cause of action, liability or interest released, discharged or terminated pursuant to each Plan.

[38] **ORDERS** and **DECLARES** that, without limitation to the terms set forth in the Claims Procedure Order, the Meeting Order or any order issued by this Court in these CCAA Proceedings, all Proven Claims determined in accordance with the Claims Procedure Order and each Plan are final and binding upon the Plan Debtors and all Affected Creditors, and any Affected Claim or portion thereof which has been revised or disallowed by the Monitor pursuant to the Claim Process Order and in respect of which an appeal by the Creditor has been dismissed or the appeal period has expired, shall be forever barred and extinguished and shall not be entitled to any distribution under any Plan.

[39] **ORDERS** that, without limitation to the terms set forth in the Claims Procedure Order, any holder of a Claim who did not file a Proof of Claim in accordance with the provisions of the Claims Procedure Order, save and except late claims identified in the Orders Authorizing the Review of Certain Late Claims dated November 1<sup>st</sup>, 2023 and December 15, 2023, shall be and is hereby forever barred from making any Claim against the Plan Debtors and their respective directors and officers, and any of their respective successors and assigns, and shall not be entitled to any distribution under the Plans, and that such Claims are and shall be forever extinguished.

#### **H. ADMINISTRATIVE RESERVE**

[40] **ORDERS** the constitution of the Administrative Reserve in the amounts of CAD \$4,000,000 and USD \$355,000 to be held in each Administrative Reserve Account (CAD and USD) for the purpose of paying the Administrative Reserve Costs.

[41] **ORDERS** that the Administrative Reserve Costs to be paid out of the Administrative Reserve include all items provided in the definition of Administration Reserve Costs under each of the Plans, for each of the Plan Debtors as well as for FormerXBC and 11941666 Canada Inc. (formerly Xebec RNG Holdings Inc.), notwithstanding the absence of a plan for these latter entities.

[42] **AUTHORIZES** the Monitor to proceed with any required transfers between the CAD and USD Administrative Reserve Account, to its sole discretion and as it deems necessary.

[43] **ORDERS AND DECLARES** that the Monitor may, in its sole discretion, reduce each Administrative Reserve and include any proceeds resulting from such reduction in the Distribution Proceeds for distribution to the creditors as provided for under each Plan.

#### I. **MONITOR**

[44] **DECLARES**, for greater certainty, that the protections afforded to the Monitor pursuant to the terms of the Fifth ARIO and the other orders made in the CCAA Proceedings shall not expire and terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect until further order of the Court.

[45] **ORDERS** that in addition to its powers under the Fifth ARIO and Section 23 of the CCAA, the Monitor is authorized, but not obliged to:

(a) execute, issue or endorse documents of whatever nature in respect of the Petitioners, whether in the Monitor's name or on behalf of any of the Petitioners (including without limitation corporate documents, financial statements, tax returns and tax filings);

(b) make payments, on behalf of the Petitioners, out of the Administrative Reserve Account; and

(c) file an assignment in bankruptcy in respect of any of the Petitioners.

[46] **ORDERS** that as of the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Proven Claims of each Plan Debtor's creditors and to manage the distribution of the Distribution Proceeds in accordance with the Claims Procedure Order and each Plan.

[47] **ORDERS AND DECLARES** that any distributions under each Plan and this Order shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of each Plan Debtor for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada) or any other similar federal, provincial or territorial tax legislation (collectively the "**Tax Statutes**") given that the Monitor is only a disbursing agent under each Plan, and the Monitor in making such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the

purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of it making any payments ordered or permitted hereunder, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under each Plan and this Order and any claims of this nature are hereby forever barred.


- [48] **DECLARES** that the Monitor shall not, under any circumstances, be liable for any of the Plan Debtors' tax and/or fiscal liabilities arising from Tax Statutes or otherwise, regardless of how or when such liability may have arisen, and, for greater certainty, the Monitor shall not be liable for any withholding obligations.
- [49] **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 Sanction Order or each Plan and, where the Monitor is satisfied that any matter to be proven under this Sanction Order or each Plan has been adequately proven, the Monitor may waive strict compliance with the requirements of this Sanction Order as to the completion and execution of documents.
- [50] **ORDERS** that the Monitor may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Sanction Order, including, without limitation, one or more entities related to or affiliated with the Monitor.
- [51] **ORDERS** that the Monitor shall discharge its functions, powers and duties under this Sanction Order pursuant to its sole discretion and judgment.

#### **J. AID AND ASSISTANCE OF OTHER COURTS**

- [52] **REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court or in the United States of America, including without limitation the United States Bankruptcy Court for the District of Delaware, and any court or administrative body elsewhere, to give effect to this Sanction Order and to assist the Petitioners, the Monitor and their respective agents in carrying out the terms of this Sanction Order. All Courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Petitioners and the Monitor as may be necessary or desirable to give effect to this Sanction Order in any foreign proceeding, to assist the Petitioners and the Monitor and their respective agents in carrying out this Sanction Order.
- [53] **DECLARES** that FormerXBC, as foreign representative of the Plan Debtors, shall be authorized and is hereby authorized to apply for recognition by the U.S. Court of the present Sanction Order.

**K. GENERAL PROVISIONS**

- [54] **ORDERS** that the Plan Debtors and the Monitor may apply to this Court for advice and directions in respect of any matters arising from, in connection with or under each Plan or the CCAA Proceedings, including the releases contained in each Plan and in this Sanction Order, the distribution mechanics in each Plan or in respect of the proper execution of this Sanction Order.
- [55] **ORDERS** the provisional execution of this Sanction Order notwithstanding appeal and without security.
- [56] **THE WHOLE WITHOUT COSTS.**



Christian Immer, J.S.C.

MTRE SANDRA ABITAN  
MTRE JULIEN MORISSETTE  
MTRE ILIA KRAVTSOV  
MTRE SOPHIE COURVILLE-LE BOUYONNEC  
(OSLER HOSKIN & HARCOURT LLP)  
COUNSEL TO THE PETITIONER

Hearing date: December 15, 2023