

SUPERIOR COURT

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC

No: 200-11-019127-102

DATE: September 2, 2011

PRESENT: THE HONOURABLE ETIENNE PARENT, J.S.C. (JP1892)

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

4370422 CANADA INC., FORMERLY KNOWN AS Davie Yards Inc./Chantiers Davie Inc.

Debtor

- and -

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Monitor

JUDGMENT

[1] **CONSIDERING** the Debtor's Motion for approval of a claims and meeting procedure;

[2] **CONSIDERING** the provisions of the CCAA and the submissions of counsel;

FOR THESE REASONS, THE COURT:

[3] **GRANTS** the Motion for the Approval of a Claims and Meeting Procedure.

[4] **DECLARES** sufficient service of the Motion for the Approval of a Claims Procedure and the prior notice of its presentation.

[5] **ORDERS** that the following terms shall have the following meanings ascribed thereto:

- (a) “**Business Day**” means a day other than a Saturday, a Sunday or statutory holiday on which banks are generally open for business in Quebec City, Québec;
- (b) “**Calendar Day**” means any day, including Saturday, Sunday or statutory holiday in Quebec City, Québec;
- (c) “**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended;
- (d) “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (e) “**CCAA Proceedings**” means the proceedings under the CCAA in respect of the Petitioner commenced pursuant to the Initial Order;
- (f) “**Claim**” means (i) any right or claim of any Person against the Petitioner, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Petitioner, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety, by warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation by the Petitioner of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract, a trust or deemed trust, howsoever created or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the Filing Date, together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; and (ii) any Restructuring Claim; provided that “**Claim**” shall not include any Excluded Claim;
- (g) “**Claims Bar Date**” means 5:00 p.m. (Eastern Daylight Time) on September 28, 2011 or such other date as may be ordered by the Court;

- (h) “**Claims Package**” means the document package which shall contain the Notice to Creditors, Instruction Letter, Proof of Claim and such other materials as the Monitor considers necessary or appropriate;
- (i) “**Claims Process**” means this claims process set forth herein including the Schedules to the present Order;
- (j) “**Court**” means the Superior Court of Québec (Commercial Division);
- (k) “**Creditor**” means any Person asserting a Claim;
- (l) “**Excluded Claims**” means (i) any Claim secured by the Administration Charge or the Director’s Charge (as each term is defined in the Initial Order); (ii) any Claim of Investissement Québec; (iii) any Claim which cannot be compromised under the terms of the CCAA and (iv) any other Claim ordered by the Court to be treated as an Excluded Claim;
- (m) “**Filing Date**” means February 25, 2010;
- (n) “**Initial Order**” means the initial order of this Court in the CCAA Proceedings dated February 25, 2010, as extended 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, and as may be further amended, extended or varied from time to time;
- (o) “**Instruction Letter**” means the instruction letter substantially in the form attached as Schedule “C” hereto;
- (p) “**Meeting of Creditors**” means a meeting of the Creditors called for the purpose of considering and voting in respect of the Plan pursuant to the CCAA, as the same may be adjourned or rescheduled, as the case may be;
- (q) “**Meeting Materials**” has the meaning set forth at paragraph [36] hereof;
- (r) “**Monitor**” means Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of the Petitioner;
- (s) “**Notice of Meeting and Sanction Hearing**” means the Notice informing the Creditors of the Meeting of Creditors and of the Sanction Hearing, substantially in the form attached as Schedule “F”, which shall be distributed and published in accordance with the terms hereof;

- (t) “**Notice of Revision or Disallowance**” means a notice, substantially in the form attached as Schedule "D", advising a Creditor that the Monitor has revised or rejected all or part of its Claim for the purposes of voting or distribution and providing the reasons for the revision or rejection;
- (u) “**Notice to Creditors**” means the French and English versions of the notice substantially in the form attached hereto as Schedule "A";
- (v) “**Order**” means any order of the Court in the CCAA Proceedings;
- (w) “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government body or agency, or any other entity, or any representative thereof;
- (x) “**Petitioner**” means 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.;
- (y) “**Plan**” means the plan of compromise and arrangement pursuant to the CCAA, and as the case may be, the CBCA, filed by the Petitioner, as such Plan may be amended or replaced from time to time in accordance with its terms;
- (z) “**Proof of Claim**” means a proof of claim substantially in the form attached as Schedule "B";
- (aa) “**Proven Claim**” means the amount of a CCAA Claim which has been finally determined for voting and distribution purposes in accordance with this Claims Process;
- (bb) “**Restructuring Claim**” means any claim or right of any Person against the Petitioner in connection with any liability or obligation of any kind owed to such Person including any loss or damage incurred or arising out as a result of or in connection with the repudiation, termination or restructuring by the Petitioner of any contract, lease or other agreement, including any employment agreement, after the Filing Date; provided that “**Restructuring Claim**” shall not include an Excluded Claim;
- (cc) “**Sanction Hearing**” means a hearing before the Court to seek the approval of the Plan;
- (dd) “**Voting Claim**” means the Claim of a Creditor which is accepted for voting purposes in accordance with Paragraph [21] of this Order; and
- (ee) “**Website**” means <http://www.deloitte.com/ca/davieyards>.

2. **ORDERS** that the following Schedules form part of this Claims Process:

- (ff) Schedule "A" – Notice to Creditors;
- (gg) Schedule "B" – Form of Proof of Claim;
- (hh) Schedule "C" – Instruction Letter;
- (ii) Schedule "D" – Form of Notice of Revision or Disallowance;
- (jj) Schedule "E" – Form of Proxy; and
- (kk) .Schedule "F" – Notice of Meeting and Sanction Hearing.

[6] **ORDERS** that the Monitor may make any required amendments or modifications to the Schedules without seeking approval of the Court.

[7] **ORDERS** that the Monitor is authorized and empowered to exercise its duties hereunder.

[8] **ORDERS** that the Monitor may, if necessary, apply to this Court for directions regarding its obligations under this Claims Process.

NOTICE OF CLAIMS

[9] **ORDERS** that the Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail on or before September 7, 2011.

[10] **ORDERS** that on a Business Day, on or before September 9, 2011, the Monitor shall cause to be published the Notice to Creditors in Le Soleil de Québec (French version) and the Montreal Gazette (English version).

[11] **ORDERS** that the Monitor shall cause the Claims Package, which includes the Notice to Creditors, to be posted on the Website on or before September 7, 2011.

[12] **ORDERS** that the Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material within four (4) Calendar Days from the date of receipt of the request.

[13] **ORDERS** that, in the event that the Monitor believes any action taken by the Petitioner may give rise to a Claim or the Monitor is advised by any Person that such Person believes it has a Claim, the Monitor shall thereafter cause a copy of the Claims Package to be sent to the Creditor.

FILING OF PROOFS OF CLAIM

[14] **ORDERS** that every Creditor asserting a Claim, other than an Excluded Claim, against the Petitioner shall set out its aggregate Claim in a Proof of Claim and deliver that Proof of Claim to the Monitor so that it is actually received by the Monitor by no later than the Claims Bar Date.

[15] **ORDERS** that unless otherwise ordered by this Court, any Creditor who does not deliver a Proof of Claim in respect of a Claim by the Claims Bar Date in accordance with paragraph [13] shall be forever barred from asserting such Claim against the Petitioner and such Claim shall be forever extinguished and any holder of such Claim shall not be entitled to participate as a Creditor in these proceedings or receive any further notice in respect of these proceedings, the Claims Procedure or any Plan and shall not be entitled to vote on any Plan or receive any distribution from any Plan or otherwise from the Petitioner, or the Monitor on behalf of the Petitioner, in respect of such Claim.

FORM OF PROOFS OF CLAIM

[16] **ORDERS** that any Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to and shall constitute obligations in Canadian dollars, such calculation to be converted using the Bank of Canada's noon spot rate as of the Filing Date.

[17] **ORDERS** that each Creditor shall reduce its Claim by the amount of (a) any payment thereon made by the Petitioner to the Creditor; (b) the application of any volume or other discount in reduction of such Claim by the Petitioner; and (c) any other subsequent credit applied by the Petitioner against such Claim or the Creditor.

EXCLUDED CLAIMS

[18] **ORDERS** that Excluded Claims are excluded from the Claims Process and that no Proof of Claim is required to be filed in respect of an Excluded Claim.

RESOLUTION OF CLAIMS

[19] **ORDERS** that the Monitor, with the assistance of the Petitioner, shall review each Proof of Claim filed by the Claims Bar Date, and shall accept, revise or reject the amount set out in such Proof of Claim, and where applicable, **ORDERS** that the Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event by no later than October 4, 2011, notify a Creditor who has filed a Proof of Claim that it is disputed, that such Proof of Claim has been revised or rejected and the reasons therefor, by delivering to such Creditor (with a copy to the Petitioner) a Notice of Revision or Disallowance.

[20] **ORDERS** that where the Monitor does not deliver by October 4, 2011 a Notice of Revision or Disallowance to a Creditor who has submitted a Proof of Claim, then, subject to further Order of this Court, the Monitor shall be deemed to have accepted the Claim set out in such Proof of Claim as a Proven Claim for voting purposes at the Meeting of Creditors and for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to vote upon and receive distributions under the Plan).

[21] **ORDERS** that any Creditor who intends to dispute a Notice of Revision or Disallowance shall, within ten (10) Calendar Days of receipt of the Notice of Revision or Disallowance (in accordance with the terms hereof), file an appeal motion with the Court and serve a copy of the appeal motion to the Petitioner and the Monitor, failing which the Proven Claim of such Creditor shall be deemed to be the Claim set out in the Notice of Revision or Disallowance. Where an appeal motion has been filed, the Court's final determination of the value of the Creditor's Claim shall be deemed to be the Creditor's Proven Claim for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to receive distributions under the Plan) and shall be final and binding on the parties once there exists no further right of appeal.

[22] **ORDERS** that where the disputed Creditor's Claim has not been finally resolved or determined on or before the date of the Meeting of Creditors, the Monitor is authorized to determine the value of such Creditor's Claim for voting purposes at the Meeting of Creditors (to the extent that such Claim entitles a Creditor to vote upon the Plan), provided that the vote at the Meeting of Creditors on the approval of the Plan may be redetermined once the disputed Creditor's Claim has been finally resolved or determined, the whole as provided for in section 115.1 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3.

NOTICE OF TRANSFEREES

[23] **ORDERS** that, if a Creditor or any subsequent holder of a Claim, who has been acknowledged by the Petitioner and the Monitor as the holder of the Claim, transfers or assigns that Claim to another Person, neither the Petitioner nor the Monitor shall be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Petitioner and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim.

[24] **ORDERS** that, if a Creditor or any subsequent holder of a Claim, who has been acknowledged by the Petitioner and the Monitor as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim

notwithstanding such transfers or assignments. Neither the Petitioner nor the Monitor shall, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the last Person holding such Claim provided such Creditor may, by notice in writing delivered to the Petitioner and the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor.

MEETING OF CREDITORS

[25] **ORDERS** that the Petitioner be and is hereby authorized to call, hold and conduct the Meeting of Creditors at a date to be determined in conjunction with the Monitor, in Québec city, Québec for the purpose of considering and, if deemed advisable, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Proven Claim or Voting Claim) to postpone the Meeting of Creditors;

[26] **ORDERS** that the only Persons entitled to attend and speak at the Meeting of Creditors are Creditors with Proven Claims or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders, representatives of the Petitioner, members of the board of directors of the Petitioner, representatives of the Monitor and their respective legal and financial advisors. Any other Person may be admitted to the Meeting of Creditors on invitation of the Chair;

[27] **ORDERS** that the quorum required at the Meeting of Creditors shall be ten Creditors present at such meeting in person or by proxy. If the requisite quorum is not present at the Meeting of Creditors, then the Meeting of Creditors shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;

[28] **ORDERS** that the only Persons entitled to vote at the Meeting of Creditors shall be Creditors with Proven Claims or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders. Each Creditor with a Proven Claim or a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Proven Claim or Voting Claim as determined in accordance with this Order. A Creditor's Proven Claim or Voting Claim shall not include fractional numbers and Proven Claims or Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;

[29] **ORDERS** that any proxy that any Creditor wishes to submit in respect of the Meeting of Creditors (or any adjournment thereof) must be substantially in the form

attached hereto as Schedule "E" (or in such other form acceptable to the Chair) and be received by the Monitor before the beginning of the Meeting of Creditors;

[30] **ORDERS** that the results of any and all votes conducted at the Meeting of Creditors shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Meeting of Creditors;

[31] **ORDERS** that the Monitor shall preside as the chair of the Meeting of Creditors (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Meeting of Creditors. Petitioner and any Creditor may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision;

[32] **ORDERS** that, at the Meeting of Creditors, the Chair shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioner and the Monitor may consider appropriate;

[33] **ORDERS** that the Chair be and is hereby authorized to adjourn the Meeting of Creditors on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting of Creditors for the purpose of any adjournment);

[34] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Meeting of Creditors. A Person designated by the Monitor shall act as secretary at the Meeting of Creditors;

[35] **ORDERS** that the Monitor shall be directed to calculate the votes cast at the Meeting of Creditors called to consider the Plan in accordance with this Order and shall report to the Court at the Sanction Hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to Paragraph [21] hereof had on the outcome of the votes cast at the Meeting of Creditors;

NOTICE OF MEETING AND SANCTION HEARING

[36] **ORDERS** that the Monitor shall publish the following documents on its Website (collectively, the "**Meeting Materials**") at least 21 days prior to the Meeting of Creditors:

- (II) the Notice of Meeting and Sanction Hearing;
- (mm) the Plan;
- (nn) a copy of the form of proxy for Creditors substantially in the form attached hereto as Schedule "E"; and

(oo) any other materials as the Monitor may consider appropriate or desirable in the circumstances;

[37] **ORDERS** that the Monitor shall send the Meeting Materials to all Creditors with a Proven Claim or a Voting Claim at least 21 days prior to the Meeting of Creditors;

[38] **ORDERS** that publication of a copy of the Notice of Meeting and Sanction Hearing in the manner set out in paragraph [36], and the delivery of the Meeting Materials as set out in paragraph [37], shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Meeting of Creditors, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

[39] **ORDERS** that any Person intending to object to the motion seeking the approval of the Plan shall file with the Court a written notice which notice shall include its grounds of contestation and shall effect service of same upon counsel to the Petitioner and the Monitor at least two Business Days prior to the Sanction Hearing.

GENERAL PROVISIONS

[40] **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall assist the Petitioner in connection with the matters described herein, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by this Order and such other roles in keeping with its position as an officer of this Court.

[41] **ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim) to be given under this Order by a Creditor to the Monitor or to the Petitioner shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by electronic mail, facsimile, courier or registered mail addressed to:

Petitioner's Counsel: Osler, Hoskin & Harcourt LLP

1000 De La Gauchetière Street West
Suite 2100

Montréal, QC H3B 4W5

Attention: Sandra Abitan and Martin Desrosiers

Fax: (514) 904-8101

E-mail: sabitan@osler.com

E-mail : mdesrosiers@osler.com

The Monitor: Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.

1 Place Ville Marie, Suite 3000
Montréal, QC H3B 4T9
Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca

With a copy to Monitor's Counsel:

McCarthy Tétrault
1000 De La Gauchetière Street West
Suite 2500
Montréal, QC H3B 0A2
Attention: Mason Poplaw
Fax: 514-875-6246
E-Mail: mpoplaw@mccarthy.ca

[42] **ORDERS** that any notice or other communication to be given in connection with this Order by the Petitioner or the Monitor to a Creditor, other than the Notice to Creditors to be published as provided in paragraph [9] herein, shall be in writing. Such notice or other communication will be sufficiently given to a Creditor if given by prepaid ordinary mail, by courier, by delivery or by facsimile transmission or electronic mail to the Creditor to such address, facsimile number or e-mail address appearing in the books and records of the Petitioner or in any Proof of Claim filed by the Creditor. Any such notice or other communication (a) if given by prepaid ordinary mail, shall be deemed received on the third (3rd) Business Day after mailing within Quebec, the fifth (5th) Business Day after mailing elsewhere in Canada or to the United States and the tenth (10th) Business Day after mailing internationally; (b) if given by courier or delivery shall be deemed received on the next Business Day following dispatch; (c) if given by facsimile transmission or electronic mail before 5:00 p.m. on a Business Day, shall be deemed received on such Business Day; and (d) if given by facsimile transmission or electronic mail after 5:00 p.m. on a Business Day, shall be deemed received on the following Business Day.

[43] **ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

[44] **ORDERS** that, if during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general

application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Order.

[45] **ORDERS** that the classification of Claims as affected Claims that entitle Creditors to vote upon and receive distributions pursuant to the Plan, and any Claims that are unaffected by and under the Plan, respectively, and any other treatment of any Claim, shall be as set out in the Plan.

[46] **ORDERS** that the Monitor and the Petitioner shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may, where the Monitor and the Petitioner are satisfied that any matter to be proven under the Claims Process has been adequately proven, waive strict compliance with the requirements of this Claims Process including with respect to the completion, execution and time of delivery of such forms.

[47] **ORDERS** that if any provision of this Claims Process is amended by or contrary to a provision of an Order of the Court made in the CCAA Proceedings, such Order shall have precedence over the provisions of this Claims Process.

[48] **ORDERS** that all references to time in this Claims Process shall mean local time in Quebec City, Québec, Canada and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.

[49] **ORDERS** that the adjudication of Claims in accordance with this Claims Process shall be binding on the Petitioner, the Monitor and the Creditors. Except as otherwise provided, any act or decision of the Monitor performed or made in carrying out the provisions of this Claims Process shall be binding on the Petitioner and the Creditors.

[50] **ORDERS** that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

[51] **ORDERS** that in the event of any conflict between the French and English versions of any of the documents approved by this Order, the English Version shall prevail.

[52] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada, the Federal Court of Canada and any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to assist the

Petitioner and the Monitor and their respective agents in carrying out the terms of this Order and any other Order in these proceedings, to make such orders and to provide such assistance to the Petitioner and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order and to grant representative status to the Petitioner and the Monitor in any foreign proceeding.

[53] **ORDERS** the provisional execution of the Order notwithstanding any appeal and without the necessity of furnishing security.

[54] **THE WHOLE WITHOUT COSTS.**


ETIENNE PARÉNT, j.c.s.

Me Sandra Abitan

Osler, Hoskin & Harcourt
1000, de la Gauchetière Ouest, bureau 2100
Montréal (Québec) H3B 4W5
Procureurs de la Débitrice

Me Mason Poplaw

Me Jocelyn Perreault

McCarthy Tétrault
Procureurs du Contrôleur

Me Marie-Paule Gagnon (casier 14)

Stein Monast
Procureurs de Investissement Québec

Me Alain Robitaille (casier 115)

Langlois Kronström Desjardins
Procureurs de Exportation et développement Canada

Me Jacques Darche

Me Elisabeth Evans-Olders

Borden Ladner Gervais
Procureurs de Ocean Hotels

Me Stéphane Moisan

Procureur de Lambert Somec

Hearing Date : September 2, 2011