

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No.: 500-11- 060598-212

DATE: May 31, 2022

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**BY THE HONOURABLE MARIE-ANNE PAQUETTE, J.S.C.**

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**IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT UNDER THE  
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36 OF:**

**BLACKROCK METALS INC.  
BLACKROCK MINING INC.  
BRM METALS GP INC.  
BLACKROCK METALS LP.**

Debtors

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

-and-

**INVESTISSEMENT QUÉBEC  
OMF FUND II H LTD.**

Secured Creditors

-and-

**13482332 CANADA INC.**

Shareholder Bidder

-and-

**WINNER WORLD HOLDINGS LIMITED**

**4470524 CANADA INC.**

**GOLDEN SURPLUS TRADING**

**PROSPERITY STEEL**

Intervenors

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**ORDERS (REASONS TO FOLLOW)**

**ON THE AMENDED SHAREHOLDER BIDDER'S APPLICATION TO EXTEND THE  
PHASE 2 BID DEADLINE (SEQ. 23)**

**AND**

## ON THE DEBTORS' APPLICATION TO APPROVE A VESTING ORDER (SEQ. 17)

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### CONSIDERING THE FOLLOWING:

- [1] the two applications mentioned above;
- [2] the Court has made a decision, based on the materials submitted in support and in contestation of such applications, both at the hearing and in advance of same;
- [3] however, given the time constraints, the next steps for the implementation of the transaction and the financial implications of additional delays, the Court decides to issue the orders immediately, with reasons to follow; the latter which will follow as quickly as feasible;

### FOR THESE REASONS, THE COURT:

1. **AMENDED SHAREHOLDER BIDDER'S APPLICATION TO EXTEND THE PHASE 2 BID DEADLINE (SEQ. 23)**

[4] DISMISSES the Application;

[5] WITH COSTS

2. **DEBTORS' APPLICATION TO APPROVE A VESTING ORDER (SEQ. 17)**

[6] **GRANTS** the Application;

[7] **DISMISSES** the Intervenor's Opposition to the Application;

[8] **ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Purchase Agreement, as such agreement may be amended and restated from time to time.

### **PURCHASE AGREEMENT**

[9] **AUTHORIZES** and **APPROVES** the Transactions and the entering into and execution by the Applicants (including, as applicable pursuant to the present Order, New ParentCo and an entity incorporated or to be incorporated pursuant to the Reorganization and defined in the Steps Memorandum as "**ResidualCo**") of the Purchase Agreement and the completion of the Transactions, with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor.

[10] **ORDERS** and **DECLARES** that, notwithstanding any provision hereof, the steps pertaining to the Closing of the Transactions, including all those steps described in the Steps Memorandum, shall be deemed to occur in the manner, order and sequence specified in Purchase Agreement and the Steps Memorandum, with such alterations, changes, amendments, deletions or additions thereto as are permitted under the Purchase Agreement or as may otherwise be agreed to by the Vendor and the Purchasers with the consent of the Monitor, and that the Monitor shall post any amended Steps Memorandum on the Monitor's website forthwith following agreement in respect of same.

[11] **REORGANIZATION**

[12] **AUTHORIZES** and **ORDERS** the Applicants to implement and complete the Reorganization contemplated in the Steps Memorandum, including notably:

- a) upon the issuance of the present Order: **(i)** the incorporation by BlackRock Metals Inc. ("**BRMI**") of New ParentCo under the *Quebec Business Corporations Act* ("**QBCA**"), with authorized share capital consisting of a class of voting and fully participating common shares, and a class of non-participating redeemable and retractable voting shares (the "**Voting Shares**"), and the subscription by BRMI for one Voting Share, which will not be immediately paid; and **(ii)** the incorporation by BRMI of ResidualCo under the QBCA, with authorized share capital consisting of a class of voting and fully participating common shares, and the subscription by New ParentCo for one common share of ResidualCo, which will not be immediately paid;
- b) the addition of New ParentCo and ResidualCo as Applicants under the CCAA in accordance with paragraph [28] of the present Order;
- c) on the date that is one (1) business day before the Closing Date: **(i)** the exchange of all of the issued shares of BRMI for common shares of New ParentCo on a one-for-one basis, such that, as a consequence, New ParentCo will thereafter hold all of the then issued and outstanding shares in the capital of BRMI, and **(ii)** the simultaneous cancellation of the Voting Share held by BRMI for its subscription price, and the cancellation, for no consideration, of all of the issued and outstanding options and warrants or any other securities of BRMI (including securities convertible or exchangeable for shares of BRMI);
- d) the various transfers and assumptions of assets and liabilities between BRMI, BlackRock Mining inc. ("**BRM Mining**"), BRM Metals GP inc. ("**BRM GP**"), BlackRock Metals LP ("**BRM LP**") and New ParentCo and ResidualCo, which are to take place in the manner, at the times and for the consideration set forth in the Steps Memorandum and the agreements giving effect thereto, prior to the closing of the Purchase and Sale Transactions;

[13] **AUTHORIZES** the Applicants to:

- a) take, proceed with, implement and execute any and all other steps, notifications, filings and delivery of any documents and assurances governing or giving effect to the Reorganization as the Applicants may deem to be reasonably necessary or advisable to conclude the Reorganization, including the execution of such deeds, contracts or documents contemplated in the Steps Memorandum and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
- b) take such steps as are deemed necessary or incidental to the implementation of the Reorganization.

[14] **ORDERS** and **DECLARES** that the Applicants are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Transactions and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal, provincial or territorial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transactions.

[15] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Applicants and the Vendor to proceed with the Transactions

notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval with respect thereto or to delivery any statutory declarations that may otherwise be required under corporate, partnership or other law, and, for greater certainty, no director, shareholder, contractual or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Transactions.

[16] **ORDERS** the Director appointed pursuant to section 260 of the CBCA to accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Transactions, filed by any of the Applicants pursuant to or to give effect to the Transactions, as the case may be.

[17] **ORDERS** the *Enterprise Register* pursuant to the QBCA to accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Transactions, filed by any of the Applicants pursuant to or to give effect to the Transactions, as the case may be.

### **SALE APPROVAL**

[18] **AUTHORIZES** and **ORDERS** the Applicants, the Vendor, and the Monitor, as the case may be, to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor and any other ancillary document that may be required to give full and complete effect thereto and to implement the Transactions.

[19] **ORDERS** and **DIRECTS** the Monitor to: (i) issue and deliver to the Purchaser and to file with this Court a certificate substantially in the form appended as **Schedule “B”** hereto (the “**Certificate**”) as soon as practicable upon the closing of the Purchase and Sale Transactions; and (ii) file with the Court a copy of the Certificate, no later than one business day after the issuance thereof.

[20] **ORDERS** and **DECLARES** that upon the earlier of the issuance and delivery of the Certificate to the Purchaser and the filing of the Certificate with the Court (the “**Effective Time**”), all right, title and interest in and to the Purchased Shares shall vest, effective at the Closing Time (as this term is defined in the Purchase Agreement), absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, Liabilities (direct, indirect, absolute or contingent), obligations, taxes, prior claims, right of retention, liens, royalties or any similar claim based on the extraction of minerals, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the “**Encumbrances**”), including without limiting the generality of the foregoing, all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property, and for greater certainty **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Shares be cancelled and discharged as against the Purchased Shares, in each case effective as of the Effective Time.

[21] **ORDERS and DECLARES** upon issuance of the Certificate and effective prior to the Closing Time, any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans and any rights under employment agreements or other agreements to awards under any such plan), share units (including restricted share unit or deferred share unit or similar incentive plans and any rights under employment agreements or other agreements to awards under any such plan), or other documents or instruments governing and/or having been created or granted in connection with the Purchased Shares and/or the share capital of BRMI that were existing prior to the Reorganization, if any, shall be deemed terminated and cancelled for no consideration.

[22] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Lac-Saint-Jean-Ouest and the Registrar of the Public Register of Real and Immovable Mining Rights (known as GESTIM Plus), upon presentation of the Certificate and a certified copy of this Order accompanied by the required application for registration and upon payment of the prescribed fees, to publish this Order and cancel the Encumbrances listed in **Schedule "C"** hereto on the immovable properties identified therein.

[23] **ORDERS** the registrar of the Québec Register of Personal and Movable Real Rights, upon presentation of the required form with a true copy of this Order and the Certificate, to cancel and strike the registrations of the hypothecs listed in **Schedule "C"** hereto

[24] **ORDERS and DECLARES** that any distributions, disbursements or payments made under this Order, including, for greater certainty, pursuant to the Transactions, shall not constitute a "distribution" by any Person for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario), section 34 of the *Income Tax Act* (British Columbia), section 104 of the *Social Service Tax Act* (British Columbia), section 49 of the *Alberta Corporate Tax Act*, section 22 of the *Income Tax Act* (Manitoba), section 73 of *The Tax Administration and Miscellaneous Taxes Act* (Manitoba), section 14 of the *Tax Administration Act* (Québec), section 85 of *The Income Tax Act, 2000* (Saskatchewan), section 48 of *The Revenue and Financial Services Act* (Saskatchewan), section 56 of the *Income Tax Act* (Nova Scotia), or any other applicable similar provincial, and/or territorial tax legislation (collectively, the "**Tax Statutes**"), and the Purchaser, the Vendor and the Applicants in making any such distributions, disbursements or payments, as applicable, is merely a disbursing agent under this Order, including, for greater certainty, pursuant to the Transactions, and is not exercising any discretion in making such payments and no Person is "distributing" such funds for the purpose of the Tax Statutes, and the Purchaser, the Vendor and the Applicants and any other Person shall not incur any liability under the Tax Statutes in respect of distributions, disbursements or payments made by it and the Purchaser, the Vendor and the Applicants and any other Person 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 or as a result of distributions, disbursements or payments made by it in accordance with this Order, including, for greater certainty, pursuant to the Transactions, and any claims of this nature are hereby forever barred.

[25] **ORDERS and DECLARES** that at the Effective Time, the Purchaser and the Applicants (other than New ParentCo and ResidualCo) shall be released from any and all claims, Liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to the Applicants (including, without limiting the generality of the foregoing all Taxes that could be assessed

against the Purchaser, the Vendor and the Applicants (including any predecessor corporations) pursuant to section 14.4 of the *Tax Administration Act* (Québec), and/or any similar applicable provisions of the other Tax Statutes in connection with the Vendor or the Applicants).

[26] **ORDERS** and **DECLARES** that at the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants or caused by the Applicants, directly or indirectly, as a result of any circumstances that existed or event that occurred on or prior the Effective Date that would have entitled any such Person to enforce any rights or remedies, including a 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 the Applicants arising from the insolvency of the Applicants, the filing by the Applicants under the CCAA, the completion of the Transactions, any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

[27] **ORDERS** and **DECLARES** that the implementation of the Transactions shall be deemed not to constitute a change in ownership or change in control under any agreement, including without limiting the foregoing, any financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease, employment agreements, permits and licences in existence on the Closing Date and to which any of the Applicants is a party.

[28] **DECLARES** that at the Effective Time, the Purchase and Sale Transactions shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the Code of Civil Procedure and a forced sale as per the provisions of the *Civil Code of Québec*.

### **CCAA APPLICANTS**

[29] **ORDERS**, with effect upon the later of the making of this Order and the incorporation of each of New ParentCo and ResidualCo, as applicable, that:

- a) ResidualCo and New ParentCo are companies to which the CCAA applies;
- b) ResidualCo and New ParentCo shall be automatically added as Applicants in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to a “Debtor” or the “Applicants” – including any such reference in this Order – shall include ResidualCo and New ParentCo, *mutadis mutandis*, and, for greater certainty, each of the CCAA Charges (as such term is defined in the initial order issued by this Court in the present matter on December 23, 2021, as extended, amended and restated since (the “**Initial Order**”)) shall also constitute a charge on the property of ResidualCo and New ParentCo;
- c) the CCAA proceedings of ResidualCo and New ParentCo and those of the other Applicants are consolidated under this single Court file, bearing file number 500-11-060598-212; and

- d) the consolidation of these CCAA proceedings in respect of ResidualCo and New ParentCo shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants.

[30] **ORDERS** that at the Effective Time:

- a) the Applicants other than ResidualCo and New ParentCo shall each cease to be Applicants in these CCAA proceedings, and each such entity shall be released from the purview of any Order of this Court granted in respect of these CCAA proceedings, save and except for the present Order, the terms of which (as they relate to any such entity) shall continue to apply in all respects.

[31] **ORDERS** and **DECLARES** that upon issuance of the Certificate and effective prior to the Closing Time, at the times indicated and in the manner set forth in the Reorganization and the documents giving effect thereto:

- a) an amount of \$37,500 in cash of BRMI shall vest absolutely and exclusively, at the times provided for in the Reorganization and before the Closing Time, in New ParentCo, in exchange for the BRMI Note (as this term is defined in the Steps Memorandum);
- b) all Excluded Assets, except for the BRMI Note, shall vest absolutely and exclusively in ResidualCo in exchange the ResidualCo Notes (as this term is defined in the Steps Memorandum), and all Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer in each case;
- c) BRMI, BRM Mining, BRM GP and BRM LP (collectively, the “**BlackRock Entities**”) shall each own and hold respectively, to the exclusion of all other Persons, free and clear of and from any Encumbrances, except the permitted encumbrances listed on **Schedule “D”** hereto (the “**Permitted Encumbrances**”), all right, title and interest in and to all assets and properties that were owned by each of them respectively, other than the Excluded Assets;
- d) all debts, liabilities, taxes, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) of each of the BRM Entities and their predecessors, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise (collectively, “**Obligations**”) other than the Assumed Obligations (all such Obligations being “**Excluded Obligations**”) shall be transferred to, assumed by and vest absolutely and exclusively in New ParentCo, in consideration for the ResidualCo Notes and the BRMI Note which shall also be transferred and vest absolutely and exclusively in New ParentCo, the whole such that, at the times provided for in the Reorganization and before the Closing Time, the Excluded Obligations shall be novated in each case and become obligations of New ParentCo and not obligations of the BlackRock Entities, and the BlackRock Entities shall be forever released and discharged from such Excluded Obligations, and all Encumbrances securing Excluded Obligations shall be forever released and discharged, it being understood that nothing in the

present Order shall be deemed to cancel any of the Permitted Encumbrances, as applicable to the BlackRock Entities;

- e) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against the Applicants (other than New ParentCo and ResidualCo) or the Purchasers (including any successor corporation) in respect of the Excluded Obligations shall be permanently enjoined and barred;
- f) the Assumed Liabilities including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Purchase Agreement or the steps and actions taken in accordance with the terms thereof;
- g) any Person that, prior to the Closing Date, had a valid right or claim against the Applicants (other than New ParentCo and ResidualCo) in respect of the Excluded Obligations (each a “**Claim**”) shall no longer have such Claim against any of them or against the BlackRock Entities (including any successor corporation), but will have an equivalent Claim against New ParentCo in respect of the Excluded Obligations from and after the Closing Time in its place and stead, with the same attributes and rights resulting from existing defaults of the Applicants and nothing in this Order limits, lessens, modify (other than by change of debtor) or extinguishes the Excluded Obligations or the Claim of any Person as against New ParentCo which shall be the sole and exclusive debtor of the Claim.

#### **AMENDMENT AND RESTATEMENT OF THE INITIAL ORDER**

[32] **ORDERS** and **DECLARES** that the Initial Order shall be amended by:

- a) adding ResidualCo and New ParentCo as Applicants in the heading;
- b) adding, after subparagraph [41](l), the following subparagraph:

(l.1) may act on behalf and in the name of any of ResidualCo and New ParentCo;

[33] **ORDERS** and **DECLARES** that at the Effective Time the Initial Order shall be amended by:

- a) deleting “BlackRock Metals Inc.”, “BlackRock Mining Inc.”, “BRM Metals GP Inc.”, and “BlackRock Metals LP” from the heading;
- b) deleting the residual clause of paragraph [46]



[34] **ORDERS** that forthwith at the Effective Time, the Initial Order shall be restated to reflect the amendments made by paragraphs [31] and [32] hereof.

## **RELEASES**

[35] **ORDERS** that effective at the Effective Time, (i) the present and former directors, officers, employees, legal counsel and advisors of the Applicants (including for purpose of clarity New ParentCo and ResidualCo, (ii) the Monitor and its legal counsel, and (iii) Orion and IQ, including in each case their respective directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing or other occurrence existing or taking place prior to the Effective Time or completed pursuant to the terms of this Order and/or in connection with the Transactions, in respect of the Applicants or their assets, business or affairs, or prior dealings with Applicants, wherever or however conducted or governed, the administration and/or management of the Applicants and these proceedings (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo or to any other entity, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim against the Directors (as this term is defined in the Initial Order) of the Applicants that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

[36] **ORDERS** that, notwithstanding:

- a) the pendency of these proceedings;
- b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Applicants (including New ParentCo or ResidualCo) and any bankruptcy order issued pursuant to any such application; and
- c) any assignment in bankruptcy made in respect of the Applicants (including New ParentCo or ResidualCo),

the implementation of the Transactions, including the transfer of the Excluded Assets to ResidualCo and the implementation of the Purchase and Sale Transactions under and pursuant to the Purchase Agreement, (i) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants

(including New ParentCo or ResidualCo) and shall not be void or voidable by creditors of the Applicants, (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct by the Applicants or the Released Parties pursuant to any applicable federal, provincial or territorial legislation.

### **THE MONITOR**

[37] **PRAYS ACT** of the Monitor's Report.

[38] **DECLARES** that, subject to other orders of this Court made in these CCAA proceedings, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the assets of the Applicants. The Monitor shall not, as a result of this Order, be deemed to be in possession of any assets of the Applicants within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.

[39] **DECLARES** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo or New ParentCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

[40] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

### **GENERAL**

[41] **ORDERS** that the Purchaser and any successor to the Applicants shall be authorized to take on behalf of the Applicants all steps as may be necessary to effect the discharge of the Encumbrances as provided for in paragraph [30] hereinabove.

[42] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[43] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Applicants. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to Monitor as may be deemed necessary or appropriate for that purpose.

[44] **REQUESTS** the aid and recognition of any court or administrative body in any province or territory of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.

[45] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

**WITH COSTS.**

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MARIE-ANNE PAQUETTE, J.S.C.

Hearing dates: May 30, 31, 2022