

SUPERIOR COURT  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL  
No.: 500-11-057560-191  
Date: November 25 2019

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**PRESIDING: THE HONORABLE DAVID COLLIER J.S.C.**

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**IN THE MATTER OF THE RECEIVERSHIP OF:**

**ENVIROPLAST INC.**

Debtor

-and-

**FIERA PRIVATE DEBT FUND GP INC. (Formerly, PRIVATE DEBT FUND GP INC.),  
general partner of FIERA PRIVATE DEBT FUND V LP (Formerly, INTEGRATED  
PRIVATE DEBT FUND V LP)**

Applicant

-and-

**DELOITTE RESTRUCTURING INC.**

Receiver

-and-

**FIERA PRIVATE DEBT INC. on behalf of GENERAL PARTNER FIERA FP BUSINESS  
FINANCING FUND INC. the general partner of FIERA FP BUSINESS FINANCING  
FUND, L.P.**

Impleaded Party

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**ORDER APPOINTING A RECEIVER**

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- [1] **ON READING** the *Application to Appoint a Receiver* (the "**Application**"), of the Applicant, Fiera Private Debt Fund GP Inc. (Formerly, Private Debt Fund GP Inc.), General Partner of Fiera Private Debt Fund V LP (Formerly, Integrated Private Debt Fund V LP), as well as the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the submissions of the attorneys present at the hearing of the Application and the testimony of the witnesses heard;
- [4] **SEEING** the provisions of the *Bankruptcy Insolvency Act* ("**BIA**");
- [5] **SEEING** that the Applicant sent the Debtor a notice pursuant to section 244 of the BIA;
- [6] **SEEING** the consent of Canadian Imperial Bank of Commerce ("**CIBC**" and together with the Applicant, the "**First Secured Creditors**") and the Intercreditor Agreement filed in support of the Application as **Exhibit A-6** (the "**Intercreditor Agreement**");
- [7] **SEEING** the absence of contestation of the Debtor, Enviroplast Inc.
- [8] **SEEING** that it is appropriate to appoint a receiver to the Property (as defined below) of the Debtor.

**WHEREFORE THE COURT:**

- [9] **GRANTS** the Application;

**SERVICE**

- [10] **ORDERS** 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.
- [11] **PERMITS** service of the present Order (this "**Order**") at any time and place and by any means whatsoever.

**APPOINTMENT**

- [12] **APPOINTS** the Receiver, Deloitte Restructuring Inc., trustee, to act as receiver to the Property of the Debtor until the issuance of any order by the Court terminating the mandate of the Receiver;
- [13] **DECLARES** that without limiting the Receiver's powers in respect of any Restructuring Proceeding (as defined in paragraph 14.61(q) of this Order), this Order and its effects shall survive the filing by the Debtor of a notice of intention to

make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies' Creditors Arrangements Act* (the "CCAA") or the bankruptcy of the Debtor, unless the Court orders otherwise.

## **RECEIVER'S POWERS**

[14] **AUTHORIZES** but does not require the Receiver to exercise the following powers:

### **14.1. Powers related to the possession of the Property**

(a) to take possession of the following property of the Debtor (the "Property"):

The universality of all of the movable (personal) property, rights and assets of the Debtor, present and future, corporeal (tangible) and incorporeal (intangible), of whatsoever nature and wheresoever situated, including without limitation the following: (a) all present and future: (i) Claims; (ii) Contractual Rights; (iii) Equipment; (iv) Securities; (v) Insurance Policies; (vi) Intellectual Property; (vii) Inventory; (viii) Proceeds; (ix) Records; (x) Title Documents; and (xi) Monetary Claims; and (b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing

Whereas:

"Claims" means all claims of the Debtor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Debtor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the foregoing or any part thereof. For the purposes hereof, the term "Claims" shall also include all claims held by the Debtor, present or future, that constitute monetary claims within the meaning of Article 2713.1 of the Civil Code (the "Monetary Claims").

"Contractual Rights" means all present and future rights of the Debtor arising under or in connection with any agreements, contracts permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Equipment" means all present and future equipment and machinery of the Debtor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind, including without limitation the Pelletising Plant Erema Intarema 2021, serial number P-20170188 and the Lindner washing line having serial numbers 18000016\_FT and 15001627 Ma.6688.

"Insurance Policies" means all present and future insurance policies maintained by the Debtor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Debtor in the intellectual property and industrial property now or hereafter owned or used by the Debtor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Debtor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Debtor.

"Inventory" means, collectively, all property in stock and inventory now owned and hereafter acquired by the Debtor including, without limitation, all raw materials, goods in process, finished goods, goods in transit and all packaging and shipping materials and all materials and merchandise procured for the manufacture or production thereof and all goods, wares and merchandise held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Securities" means all shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a Person, whether voting or non-voting or participating or non-participating.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property;

**14.2. Powers related to the preservation of the Property**

- (b) all the powers necessary for the preservation and for the protection of the Property;
- (c) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (d) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;

- (e) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "**Records**"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (f) all the powers necessary to undertake an analysis of the Debtor's Records;

**14.3. Powers related to the Debtor's contractual rights and obligations**

- (g) all powers necessary to enter into any agreement for and in the name of the Debtor, including any of the Interim Financing Documents (as defined below), and to take any action that may be necessary or appropriate, exercise any right or perform any obligation under any such agreement;

**14.4. Powers related to the Debtor's operations**

- (h) carry on, or cease to carry on, all or any part of the Debtor's operations;
- (i) all the powers necessary to control the Debtor's receipts and disbursements;
- (j) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (k) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;
- (l) all powers necessary to solicit and collect information and to report to the First Secured Creditors on the exercise of any of the Debtor's rights and/or the performance of any of the Debtor's obligations under any agreement to which it is, or was a party both prior to and after the date of this Order, as well as on any other matter related to the Debtor's past or present operations or activities.

**14.5. Powers related to the disposition or sale of the Property**

- (m) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;

- (n) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- (o) to petition the Court for authorization to sell all or any part of the Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;
- (p) notwithstanding anything in this Order, to sell all or any part of the Property outside the ordinary course of business without authorization of the Court and with the written consent of the First Secured Creditors, where the book value of the Property being disposed of is less than \$50,000, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;

#### 14.6. Powers related to insolvency filings by the Debtor

- (q) all the powers necessary to institute proceedings under the BIA or CCAA for and in the name of the Debtor by filing a notice of intention to make a proposal, a proposal, an assignment in bankruptcy or an application under the CCAA in accordance with the applicable provisions of the BIA or CCAA, as the case may be (a "**Restructuring Proceeding**");
  - (r) all the powers necessary to take any action for and in the name of the Debtor or to exercise any of the Debtor's rights in the context of any Restructuring Proceeding;
- [15] **GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including in respect of any Restructuring Proceeding, in accordance with the terms of this Order.
- [16] **GRANTS** the Receiver all the powers necessary to apply for directions from this Court under Sections 34 and 249 of the BIA in respect of any matter related to this Order or any Restructuring Proceeding.
- [17] **AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;
- [18] **DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the First Secured Creditors' attorneys. Where the Receiver has been advised by either of the First Secured Creditors that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of that First Secured Creditor unless otherwise directed by this Court.

## INTERIM FINANCING

- [19] **ORDERS** that the Receiver, for and on behalf of the Debtor, be and is hereby authorized to borrow, repay and reborrow from Fiera Private Debt Inc. acting on behalf of General Partner Fiera FP Business Financing Fund Inc. the general partner of Fiera FP Business Financing Fund, LP (the "**Interim Lender**") such amounts from time to time the Receiver may consider necessary or desirable, up to a maximum principal amount of \$ 1,075,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet filed under seal in support of the Application as **Exhibit A-9** (the "**Interim Financing Term Sheet**") and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of the Debtor and to pay such other amounts as are permitted by the terms of the Order and the Interim Financing Documents (as defined hereinafter) (the "**Interim Facility**");
- [20] **ORDERS** that the Receiver is hereby authorized, for and on behalf of the Debtor, to execute and deliver such credit agreements, security documents and other definitive documents (collectively the "**Interim Financing Documents**") as may be required by the Interim Lender in connection with the Interim Facility and the Interim Financing Term Sheet, and the Receiver is hereby authorized to perform all of its obligations, for and on behalf of the Debtor, under the Interim Financing Documents;
- [21] **ORDERS** that the Receiver shall, for and on behalf of the Debtor, pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all reasonable fees and disbursements of counsel and all other reasonably required advisers to or agents of the Interim Lender on a full indemnity basis (the "**Interim Lender Expenses**")) under the Interim Financing Documents and shall perform all of its other obligations to the Interim Lender pursuant to the Interim Financing Term Sheet, the Interim Financing Documents and the Order;
- [22] **DECLARES** that all of the Property is hereby subject to a charge and security for an aggregate amount of \$1,200,000 (such charge and security is referred to herein as the "**Interim Lender Charge**") in favour of the Interim Lender as security for all obligations of the Debtor to the Interim Lender with respect to all amounts owing (including principal, interest and the Interim Lender Expenses) under or in connection with the Interim Financing Term Sheet and the Interim Financing Documents. The Interim Lender Charge shall have the priority established by paragraphs [42] and [43] of this Order;
- [23] **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to these proceedings, any Restructuring Proceeding or any other proceeding under the BIA or CCAA and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in any such proceedings.

[24] **ORDERS** that the Interim Lender may:

- (a) notwithstanding any other provision of the Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lender Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
- (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Debtor if the Debtor fails to meet the provisions of the Interim Financing Term Sheet and the Interim Financing Documents;

[25] **ORDERS** that the Interim Lender shall not take any enforcement steps under the Interim Financing Documents or the Interim Lender Charge without providing at least 5 business days written notice (the "**Notice Period**") of a default thereunder to the Receiver. Upon expiry of such Notice Period, the Interim Lender shall be entitled to take any and all steps under the Interim Financing Documents and the Interim Lender Charge and otherwise permitted at law, but without having to send any demands under Section 244 of the BIA;

[26] **ORDERS** that, subject to further order of this Court, no order shall be made varying, rescinding, or otherwise affecting paragraphs [19] to [25] hereof unless either (a) notice of a motion for such order is served on the Interim Lender by the moving party within seven (7) days after that party was served with the Order or (b) the Interim Lender applies for or consents to such order;

#### **DEBTOR'S DUTIES**

[27] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

[28] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;

[29] **ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

#### **NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY**

[30] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to both of the First Secured Creditors, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;



[31] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

#### **CONTINUATION OF SERVICES**

[32] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

[33] **ORDERS** that, for greater certainty, nothing contained in paragraphs [31] and [32] of this Order shall relieve the Receiver from payment as and when due of all rental and other occupancy charges accruing after its appointment for any occupancy of the Debtor's premises.

#### **EMPLOYEES**

[34] **AUTHORIZES** but does not require the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the BIA other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*;

#### **PROTECTION OF PERSONAL INFORMATION**

[35] **DECLARES** that the Receiver may, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver.

## LIMITATION OF LIABILITY

- [36] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph [14] of this Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
- [37] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole, absolute and unfettered discretion and judgment;
- [38] **DECLARES** that section 215 of the BIA applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

## FEES

- [39] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors and the Applicant's attorneys to the extent of the aggregate amount of \$ 150,000 (the "**Administration Charge**");
- [40] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the BIA in respect of the Debtor and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Debtor and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to this Order and the granting of the Administration Charge does not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;
- [41] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Applicant, the whole subject to taxation in conformity with the BIA, if applicable;

## PRIORITIES AND GENERAL PROVISIONS RELATING TO CHARGES

- [42] **DECLARES** that the priorities of the Administration Charge and the Interim Lender Charge (collectively, the "**Charges**"), as between them with respect to any Property to which they apply, shall be as follows:
- (a) first, the Administration Charge;
  - (b) second, the Interim Lender Charge; and
- [43] **DECLARES** that each of the Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances but behind the CIBC Security (as defined in the Intercreditor Agreement) in respect of the CIBC Assets (as defined in the Intercreditor Agreement) up to a maximum amount of \$ 3,000,000.
- [44] **ORDERS** that, except as otherwise expressly provided for herein, the Debtor shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtor obtains the prior written consent of the Applicant, the Receiver and the prior approval of the Court.
- [45] **DECLARES** that each of the Charges shall attach, as of 12:01 a.m. (Montreal time) the day of this Order (the "**Effective Time**"), to all present and future Property of the Debtor, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
- [46] **DECLARES** that the Charges and the rights and remedies of the beneficiaries of such Charges, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings, any Restructuring Proceeding, or any proceedings under the CCAA; (ii) any declaration of insolvency made pursuant to any such proceedings ; (iii) any petition for a receiving order filed pursuant to the BIA in respect of the Debtor or any receiving order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Debtor; or (iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtor (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
- (a) the creation of any of the Charges shall not create or be deemed to constitute a breach by the Debtor of any Third Party Agreement to which it is a party; and

(b) any of the beneficiaries of the Charges shall not have liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the Charges.

- [47] **DECLARES** that notwithstanding: (i) these proceedings, any Restructuring Proceeding, or any proceedings under the CCAA; (ii) any declaration of insolvency made pursuant to any such proceedings; (iii) any petition for a receiving order filed pursuant to the BIA in respect of the Debtor and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of the Debtor; and (iv) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Debtor pursuant to the Order and the granting of the Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.
- [48] **DECLARES** that the Charges shall be valid and enforceable as against all Property and against any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtor, for all purposes.

#### **GENERAL**

- [49] **DECLARES** that this Order, the Application and the affidavit filed in support thereof do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;
- [50] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [51] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;
- [52] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such

materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;

- [53] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;
- [54] **DECLARES** that any interested Person may apply to this Court to vary or rescind this Order or seek other relief upon five (5) days notice to the Receiver, the Debtor and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [55] **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [56] **DECLARES** that the Receiver 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 any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [57] **REQUESTS** the aid and recognition of any court or administrative body in any Province 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 this Order;
- [58] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;
- [59] **ORDERS** that exhibit A-9 be filed under confidential seal and not form part of the public record until further order of this Court.

**THE WHOLE WITHOUT LEGAL COSTS.**

COPIE CERTIFIÉE CONFORME  
AU DOCUMENT DÉTENU PAR LA COUR

  
Personne désignée par le greffier

  
DAVID COLLIER, J.S.C.