

CANADA
PROVINCE OF QUÉBEC
COURT NUMBER: 200-11-025040-182

COUR SUPÉRIEURE DE JUSTICE
(Commercial Division)

IN THE MATTER OF THE *ACT RESPECTING THE
REGULATION OF THE FINANCIAL SECTOR* **AUTORITÉ DES MARCHÉS FINANCIERS**
AND:

Plaintiff

v.

DOMINIC LACROIX

Defendant

-and-

**RAYMOND CHABOT ADMINISTRATEUR
PROVISOIRE INC.**

Emmanuel Phaneuf, M. Sc., CIRP, LIT

Receiver

UNOFFICIAL TRANSLATION¹

DISTRIBUTION PLAN

November 4, 2019

¹ This document is an unofficial translation of the official French version of the Distribution Plan. In case of discrepancies, the French version shall prevail.

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DISTRIBUTION PLAN

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan, unless otherwise stated or the context otherwise requires:

- 1.1.1 “**Bar Date to File Claims**” has the meaning given in the Claims Process Order or means any other date as established by a subsequent Order, as the case may be.
- 1.1.2 “**Business Day**” means any day, other than a Saturday or a holiday as defined in Section 61 of the *Interpretation Act*, C.Q.L.R., c. I-16.
- 1.1.3 “**Certificate of Performance**” means the certificate of performance of the Plan to be issued by the Receiver pursuant to paragraph 7.3 of the Plan.
- 1.1.4 “**Claim**” means any right of any Person against Lacroix, Sabrina Paradis-Royer, PlexCorps or any Persons related thereto, on the Reference Date, in connection with the purchase of PlexCoin, against payment, under the specific terms of the IPO, excluding any Excluded claim and subject to an assessment of merit by the Receiver.
- 1.1.5 “**Claims Process Order**” means the Order setting out the Claims process.
- 1.1.6 “**Court**” means the Québec Superior Court (Commercial Division), district of Québec, sitting in these proceedings, bearing number 200-11-025040-182.
- 1.1.7 “**Disallowed Claim**” means a Claim or part of a Claim that was rejected, disallowed or set aside by the Receiver pursuant to the Claims Process Order or an Order of the Court, in respect of which the period for filing an appeal has expired.
- 1.1.8 “**Disputed Claim**” means a Claim or part of a Claim that is subject to a Notice of Revision or Disallowance and, in both cases, that has not become a Proven Claim or a Disallowed Claim.
- 1.1.9 “**Distribution Sheet**” means the sheet for distributing amounts in the Fund to Investors in accordance with the criteria set out in the Plan as well as in the Claims Process Order.
- 1.1.10 “**Excluded Claim**” means any Claim described in paragraph 2.4 of the Plan for which the holder shall have no right to receive any form of distribution whatsoever pursuant to the Plan.
- 1.1.11 “**Excluded Investor**” means a Person having an Excluded Claim.

- 1.1.12 “**Fees and File Administration Costs**” means any fees and disbursements for the work of Professionals in connection with the Receiver’s administration of the file.
- 1.1.13 “**Fund**” means the fund constituted pursuant to paragraph 2.4 of the Plan.
- 1.1.14 “**Government Authority**” means (i) a government, a ministry or a multinational, national, provincial, state, regional, municipal, local or other governmental body, a court, tribunal, arbitral body, commission, board, council, public officer, minister, a national or foreign agency or bureau, or (ii) a private or quasi-governmental body, such as a tribunal, commission, regulatory or self-regulatory organization exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing. Without limiting the generality of the foregoing, the term Government Authority includes the Canada Revenue Agency, Revenu Québec, the Autorité des marchés financiers and the U.S. Securities and Exchange Commission.
- 1.1.15 “**Initial Order**” means the Order issued on July 5, 2018 appointing the Receiver, as amended by subsequent Orders.
- 1.1.16 “**Investor**” means any Person having a Claim and, where the context requires, may include an assignee of a Claim, or a fiduciary, or a trustee, an interim receiver, a receiver, or another Person acting on behalf of this Person. An investor shall not, however, include an Excluded Investor.
- 1.1.17 “**IPO**” or “**Initial PlexCoin Offering**” means the fundraising that led to the issuance of PlexCoin, as described in the White Book.
- 1.1.18 “**Lacroix**” means Dominic Lacroix.
- 1.1.19 “**Law**” collectively means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, injunctions, orders or decisions of any Government Authority, statutory body or self-regulatory authority, including general principles of law having the force of law.
- 1.1.20 “**Notice of Revision or Disallowance**” has the meaning given in the Claims Process Order.
- 1.1.21 “**Order**” means any order issued by the Court in the Superior Court case bearing number 200-11-025040-182.
- 1.1.22 “**Person**” means any individual, business corporation, limited or unlimited liability company, general or limited partnership, association, trust, trustee, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity.
- 1.1.23 “**Plan**” refers to this Distribution Plan, as can be amended from time to time by the Receiver.

- 1.1.24 “**Plan Implementation Certificate**” means the plan implementation certificate to be issued by the Receiver, stating that all of the conditions set out in paragraph 7.1 of the Plan have occurred or have been met, as the case may be, and that the Plan Implementation Date has occurred.
- 1.1.25 “**Plan Implementation Date**” means the date on which the Receiver submitted the Certificate of Performance to the Court.
- 1.1.26 “**PlexCoin**” means the cryptocurrency referred to as PlexCoin, as described in the White Book.
- 1.1.27 “**PlexCorps**” means the project or the group of individuals that contributed to the creation, marketing and issuance of PlexCoin, as described in the White Book.
- 1.1.28 “**Professionals**” means, collectively, the Receiver’s attorneys, the Receiver as well as any other professional whose services have been retained by the Receiver.
- 1.1.29 “**Proof of Claim**” means the proof of claim form included with the Claims Process Order.
- 1.1.30 “**Proven Claim**” means the amount of any Claim of an Investor, as finally determined for distribution purposes in accordance with the Plan and the Claims Process Order.
- 1.1.31 “**Receiver**” means Raymond Chabot Administrateur Provisoire inc., in its capacity as Receiver appointed by the Court in accordance with the Initial Order and not in a personal capacity.
- 1.1.32 “**Reference Date**” means the date on which each Investor made an investment to purchase Plexcoin through the IPO.
- 1.1.33 “**Related person**” means a related person within the meaning of Section 4 of the *Bankruptcy and Insolvency Act, R.S.C (1985)*, Ch. B-3.
- 1.1.34 “**Reserve**” means the reserve that shall be established and retained by the Receiver under Article 5 of the Plan by withholding an amount that the Receiver considers sufficient to pay (i) into the Disputed Claims account the amount that holders of Disputed Claims would be entitled to receive if all such Disputed Claims had been Proven Claims at the time of any distribution and (ii) Fees and File Administration Costs until the discharge of the Receiver.
- 1.1.35 “**Sanction Orders**” means the Orders approving the Plan and the Distribution Sheet, as such Orders may be modified or amended by the Court at any time prior to the Plan Implementation Date or, in the event that such approvals are appealed, unless such appeal has been withdrawn, abandoned or rejected, as confirmed or modified upon appeal, in the form and content deemed satisfactory by the Receiver, acting reasonably, as amended by any subsequent Order, as applicable.

1.1.36 “**Secondary Market**” means any PlexCoin transaction taking place outside the IPO, such as part of direct trading between holders of PlexCoin or trading via any trading platform.

1.1.37 “**White Book**” means version 2.71 of the PlexCoin White Book dated August 2017.

1.2 Interpretation

In the Plan:

- a) Any reference to a document, in a specific form or subject to specific terms and conditions, designates such a document essentially in this form or essentially subject to these terms and conditions.
- b) Any reference to an existing document or to an exhibit filed or to be filed designates this document or exhibit as amended or as can be amended.
- c) Any reference to a currency and to the symbol “\$” are to Canadian dollars.
- d) Unless otherwise specified, all references to sections, paragraphs and subparagraphs are references to sections, paragraphs and subparagraphs of the Plan.
- e) Unless otherwise specified, the words “herein” and “hereto” refer to the Plan in its entirety rather to any particular portion of the Plan.
- f) The subdivision of the Plan into sections, paragraphs and subparagraphs and the addition of captions and headings of sections and paragraphs of the Plan are inserted for ease of reference only and are not intended to be part of nor to affect the interpretation of the Plan.
- g) Depending on the context, a word or words importing the singular shall include the plural and vice versa, and a word or words importing the masculine gender shall include the feminine and masculine genders.
- h) The word “including” is not limitative; and
- i) The word “or” is not exclusive.

1.3 Date for Any Actions

If a date on which an action is required to be taken under the Plan is not a Business Day, this measure shall be taken on the next succeeding day which is a Business Day.

ARTICLE 2 DISTRIBUTION

2.1 Overview

Since being appointed, the Receiver has implemented various investigative and conservatory measures to recover and safeguard the Investors' assets. As part of its duties, the Receiver converted all recovered cryptocurrencies into legal tender in Canada.

The Receiver, at the request of the Autorité des marchés financiers, is seeking to carry out the distribution of the recovered assets to Investors through the Plan.

2.2 Implementation

In order to implement the Plan, the Receiver will carry out the following steps, with Court intervention when necessary:

- a) Finalizing the documents for the implementation of the Plan.
- b) Obtaining an Order approving the Plan as well as the Claims Process Order.
- c) Putting in place a Claims processing procedure and subsequently processing the Claims.
- d) Obtaining an Order approving the Distribution Sheet.
- e) Obtaining the lifting of all freeze orders potentially affecting the Fund, including any orders issued in the United States.
- f) Obtaining all amounts constituting the Fund.
- g) Distributing the Fund amounts to Investors, according to the terms and conditions of the Plan, pursuant to the Sanction Orders.

Except as expressly provided herein, this Plan shall take effect on the Plan Implementation Date in accordance with its terms and conditions.

2.3 Excluded Claims

The Plan does not apply to Excluded Claims whose holders will not be entitled to receive any form of distribution whatsoever under the Plan.

Excluded claims comprise the following:

- a) The Claims of any Persons who have acquired PlexCoin by any means other than the IPO, including the claims of any Investor that acquired PlexCoin on the Secondary Market against payment or at no cost.
- b) The Claims of any Persons in respect of PlexCoin sold on the secondary market.

- c) Any Claim of less than \$250 or resulting in a distribution of less than \$50.
- d) The Claims of any Persons who received PlexCoin at no cost, excluding the successors and legatees of any Investor holding a Claim
- e) The Claims of any Persons who have already been reimbursed for the purchase price of the PlexCoin in their possession.
- f) The Claims of any Person with regard to PlexCoin received as a bonus, as described in the White Book.
- g) The Claims of Lacroix, Sabrina Paradis-Royer, PlexCorps, Yan Ouellet, Carole Bolduc, Pascal Lacroix, Raymond Plante and any of their related Persons, also including all employees and former employees of any of their related corporations.
- h) The Claims of any persons who participated in the IPO in any capacity other than as an Investor.
- i) The Claims of Lacroix or PlexCorps creditors that are not Investors, as well as all their related Persons.
- j) The Claims of Government Authorities against Lacroix, Sabrina Paradis-Royer or PlexCorps.

2.4 False Statements or Misrepresentations

If an Investor files with the Receiver a Proof of Claim that includes a deliberately false statement or misrepresentation, such Claim shall automatically be rejected and the Investor shall forever be barred from filing any further Claim. This act shall also be considered a violation of the Plan and, in which case, the Court at the Receiver's request may issue any order it considers appropriate.

2.5 Fund

The Fund shall be established with the Receiver, and the Canadian-dollar equivalent of the following amounts shall be deposited into the Fund:

- a) All cryptocurrencies recovered by the Receiver and converted in accordance with the Initial Order.
- b) All Lacroix or PlexCorps claims recovered by the Receiver.
- c) Subject to article 7.1 c) of the Plan, all amounts of cash subject to freeze orders issued in Canada and the United States, including amounts of cash controlled by the U.S. Securities and Exchange Commission pursuant to the judgement issued by the United States District Court, Eastern District of New York dated October 1, 2019.

- d) The proceeds of sale of computer and mining equipment acquired by Lacroix and seized by the Receiver.
- e) All additional amounts that may be realized in connection with the performance of the Receiver's mandate resulting from the initial investments made by the Investors.

The whole, net of Fees and File Administration Costs.

2.6 Distribution of the Fund

The Fund shall be distributed by the Receiver as follows:

- a) The Receiver shall pay the amount of any interim distribution in the following order and at the time deemed appropriate, subject to the amounts that the Receiver deems necessary to constitute the Reserve:
 - i) The payment of Fees and File Administration Costs incurred at the date of the interim distribution.
 - ii) Any balance of the interim distribution expected to remain in the Fund following the distribution of the amounts referred to in subparagraph 2.6a)i), shall be distributed by the Receiver to the holders of Proven Claims, on a pro rata basis of their investment.
- b) The Receiver shall make the final distribution, including any other amount available in the Fund at the time, in the following order:
 - i) The payment of Fees and File Administration Costs incurred at the date of the final distribution.
 - ii) Any balance of the final distribution and other amounts remaining in the Fund, following the distribution of the amounts referred to in subparagraph 2.6b)i), shall be distributed by the Receiver to the holders of the Proven Claims, on a pro rata basis, not exceeding the full amount of their Proven Claims.

The distributions shall be made in Canadian or U.S. dollars, at the discretion of the Investor, unless an Order stipulates otherwise.

2.7 Excess

If, following the final distribution, all Investors holding Proven Claims have been reimbursed in full for the amount of their Proven Claim and a balance remains in the Fund, the Receiver shall retain said balance in trust until a final judgement is issued by the Court regarding the use and distribution of such amount.

Lacroix, Sabrina Paradis-Royer, PlexCorps, Yan Ouellet, Carole Bolduc, Pascal Lacroix, Raymond Plante and all Persons related to them, including also all employees and former employees of the companies related to these Persons, may not claim any rights on any balance remaining following the final distribution.

ARTICLE 3 ASSESSMENT OF CLAIMS

3.1 Conversion of Proven Claims Into Canadian Currency

To determine, for distribution purposes, the value of Proven Claims in a cryptocurrency or denominated in a currency other than the Canadian or U.S. dollar, for distribution purposes, such Proven Claims shall be converted by the Receiver into Canadian or U.S. dollars at the Bank of Canada's spot exchange rate at the close of business on the day preceding the Reference Date and/or based on the value of the cryptocurrencies at the rate in effect at 12 p.m. on the Reference Date. The reference values for cryptocurrencies shall be established based on data published and available on the Coinbase website at: <https://www.coinbase.com>.

3.2 Proven Claims

The Investors shall be entitled to receive the distributions to be made under the Plan in respect of their Proven Claims.

3.3 Bar Date to File Claims

An Investor having a Claim and who has not submitted a Proof of Claim prior to the Bar Date to File Claims shall not be entitled to any distribution whatsoever. The Receiver shall be released in respect of such Investor's claims; and the effects and discharges provided for in the Plan shall apply to all such Claims.

ARTICLE 4 PROCEDURE TO RESOLVE QUESTIONS RELATING TO DISTRIBUTIONS WITH RESPECT TO DISPUTED CLAIMS

4.1 No Distribution before a Disputed Claim becomes a Proven Claim

Notwithstanding any other provision of the Plan, no distribution can be made in respect of a Disputed Claim until it becomes a Proven Claim. Disputed Claims shall be processed pursuant to the Claims Process Order and the Plan.

4.2 Establishment of the Reserve

At the time of any distribution to holders of Proven Claims under the Plan, the Receiver shall keep in reserve an amount that the Receiver deems reasonable to pay the amounts that the holders of Disputed Claims would be entitled to receive in the event that the Disputed Claims were to become Proven Claims and an adequate amount to cover the Fees and File Administration Costs until the discharge of the Receiver.

4.3 Release of the Reserve once the Disputed Claims have been resolved

When a Disputed Claim is resolved, through a settlement or a final Order, in accordance with the Claims Process Order and the Plan, the Receiver shall withdraw from the Reserve the amount allocated to such Claim. In the event that the Disputed Claim becomes a Proven Claim, the Receiver shall distribute to the holder of the Disputed Claim which became a Proven Claim the amount kept in Reserve for this Claim. In the event that the Disputed Claim is ultimately disallowed, any amount kept in Reserve for this Disallowed Claim shall be deposited into the Fund and distributed by the Receiver on a timely basis to the holders of a Proven Claim under the Plan.

ARTICLE 5 DISCHARGE

5.1 Effect of the Plan

Upon issuance of the Plan Implementation Certificate, all Claims shall be deemed to have been settled, transacted, released and discharged in full and final form. Thus, as of the Plan Implementation Date, novation shall occur such that the only obligations in respect of the Claims shall be those set out in the Plan and the only rights of Investors in respect of the Claims shall be those set out in the Plan, namely only the right to receive distributions under the Plan and pertaining to Proven Claims.

5.2 Discharge under the Plan

On the Plan Implementation Date, the Receiver, the Professionals, the Autorité des marchés financiers and the U.S. Securities and Exchange Commission shall be released and discharged fully and completely from any and all demands, claims, actions, causes of action, debts, sums of money, commitments, damages, costs and other recovery action in respect of a liability, an obligation, a demand, a cause of action of any kind or nature whatsoever which a Person or a Government Authority may, could or will assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or arising after the Plan Implementation Date, based in whole or in part on any act or omission, transaction, duty, liability, obligation, measure or other event existing or occurring until full performance of the Plan, which relates in any way to the performance of the Plan, including the Claims, the processing of the Claims, the Fund and all distributions made under the Plan.

5.3 Discharge Injunction

The Order approving the Plan shall prevent the prosecution, directly, obliquely or otherwise, of any current or future claim, obligation, legal action, demand, application, debt, liability or any judgement, prejudice, right, cause of action or interest that has been discharged pursuant to the Plan.

ARTICLE 6

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions Related to Proven Claims

The Receiver shall make the distributions in accordance with the Plan and in such a manner that it considers reasonable

6.2 Assignment of Claims

To establish the right to receive a distribution under the Plan, the Receiver is under no obligation to recognize an assignment of Claims, subject to what is prescribed by the Claims Process Order.

6.3 Interest, Penalties and Fees on Proven Claims

Interest, penalties and fees shall not accrue on any Proven Claim from the Reference Date. Interest, penalties and fees that accrue as of the Reference Date on Proven Claims are discharged by the Plan.

6.4 Delivery of Distributions

Subject to paragraph 6.2 of the Plan, distributions shall be made by the Receiver (i) to the addresses set forth on the Proof of Claim form filed by the Investors or (ii) to the addresses set forth in any written notices of address change delivered to the Receiver after the date of filing of the Proof of Claim.

If an Investor's distribution is returned marked "undeliverable", no further distribution to such Investor shall be made unless and until the Receiver is notified of such Investor's then current address, at which time all missed distributions shall be made to such Investor, without interest. The Receiver shall undertake reasonable steps to locate the Investors for which the distributions were returned marked "undeliverable". Any distribution that could not be distributed by the Receiver at the time of the last distribution and which has not been claimed shall be distributed by the Receiver among the Investors on a pro rata basis, free from all restrictions or claims thereon, and the claim of an Investor on such distribution shall be discharged and forever barred, notwithstanding any law to the contrary. The Receiver shall make no distribution to Investors whose Claim results in a distribution of less than \$50.

ARTICLE 7

PLAN IMPLEMENTATION

7.1 Preconditions to the Implementation of the Plan

The implementation of the Plan is subject to the following preconditions:

- a) The recovery by the Receiver of all assets included in the Fund.
- b) The lifting of any freeze order that may affect the Fund, including such orders issued in the United States.

- c) The receipt of all the required approvals including, as the case may be, authorization from the United States District Court, Eastern District of New York in connection with proceedings undertaken in the United States by the Securities and Exchange Commission.
- d) The Sanction Orders shall have been made enforceable, notwithstanding appeal and not appealed from, and the operation and effect of the Sanction Order shall not have been stayed, reversed or amended, and the Sanction Orders shall among other things:
 - i) Order that the Plan has been approved and that it shall take effect on the Plan Implementation Date.
 - ii) Order that the Distribution Sheet has been approved.
 - iii) Declare that the Receiver is authorized to take all steps and actions necessary to implement this Plan.
 - iv) Declare that all Proven Claims made in accordance with the Claims Process Order are final.
 - v) Declare and order that Claims for which no Proof of Claim was filed before the Bar Date for Claims shall forever be inadmissible and extinguished.
 - vi) Declare and order that the Receiver may apply to the Court for advice and direction in respect of any matters arising from or under the Plan.
 - vii) Preclude the commencement or prosecution, whether directly, derivatively or otherwise, of any demands, claims, actions, causes of action, counterclaims, suits, or any indebtedness, liability, obligation or cause of action released and discharged pursuant to this Plan.
 - viii) Declare that the Sanction Orders are the only approvals required for any remittance or delivery by the Receiver pursuant to this Plan and the Distribution Sheet, and that any such remittance or distribution by the Receiver pursuant to this Plan and the Distribution Sheet shall not require the issuance of any certificate or other authorization, and will not entail the responsibility of the Receiver under the applicable Laws including section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada) and section 14 of the *Tax Administration Act* (Québec).

7.2 Plan Implementation Certificate

Once all conditions set forth in section 7.1 have been met, the Receiver shall file a Plan Implementation Certificate with the Court.

7.3 Certificate of Performance

Once the final distribution has been completed, the Receiver shall file the Certificate of Performance with the Court.

ARTICLE 8 MISCELLANEOUS

8.1 Modification of Plan

The Receiver reserves the right to modify, amend, or supplement this Plan, by filing an amended Plan (or several amended Plans). The Receiver shall file any amended Plan with the Court as soon as possible. The Receiver shall notify the Investors of such modifications, amendments or supplements.

8.2 Presumptions

Under the Plan, presumptions are irrebuttable, conclusive and irrevocable.

8.3 Responsibilities of the Receiver

The Receiver is acting in its capacity as Receiver in connection with the proceedings initiated by the Autorité des marchés financiers pursuant to the *Act respecting the regulation of the financial sector* and not in a personal or corporate capacity and shall not be liable for any responsibilities or obligations under this Plan or otherwise, including with respect to the payment of distributions or the receipt of any distribution by an Investor or any other Person pursuant to this Plan. For greater certainty, the Receiver shall not be liable to the Tax Authorities for any distributions made pursuant to this Plan. The Receiver shall have the powers and protections granted to it by this Plan, the Law, the Initial Order, the Claims Process Order, the Sanction Order or any other Order.

8.4 Notices

Any notices or communications to be given hereunder to the Receiver shall be in writing and shall refer to the relevant provisions of this Plan and may, subject as hereinafter provided, be made or given by personal delivery, by courier, by prepaid ordinary mail, by facsimile or by email addressed to the respective parties as follows:

Mr. Emmanuel Phaneuf
Raymond Chabot Administrateur Provisoire inc.
600 de la Gauchetière Street West, Suite 2000
Montréal, Québec H3B 4L8
Fax: (514) 878-2100
Email: phaneuf.emmanuel@rcgt.com
Receiver

Me Hugo Babos-Marchand
Borden Ladner Gervais s.e.n.c.r.l., s.r.l.
1000 De La Gauchetière Street West, Suite 900
Montréal, Québec H3B 5H4
Fax: (514) 954-1905
Email: hbabosmarchand@blg.com
Attorney of the Receiver

8.5 Severability of Plan Provisions

If the Court finds any term or provision of this Plan to be invalid, void or unenforceable, the Court, at the request of the Receiver, shall have the power to either (i) sever such term or provision from the Plan and provide the Receiver with the option to proceed with the implementation of the remainder of this Plan on the Plan Implementation Date, or (ii) alter or interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such severing, holding, alteration or interpretation, and provided the Receiver proceeds with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such severing, holding, alteration or interpretation.

8.6 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

8.7 Successors and Assigns

This Plan shall be binding upon heirs, administrators, executors or liquidators, legal personal representatives, successors, assigns and permitted assigns of any Person named or referred to in, or subject to, this Plan.

8.8 Sharing of Information

With the exception of the Autorité des marchés financiers, the Receiver shall not be required to share any information in respect of the Plan and the related procedures, including the claims process and the eventual distribution with any party whatsoever unless the Court issues an Order to the contrary.