

**SUPERIOR COURT**  
(Commercial Division)

Canada  
Province of Quebec  
District of Alma  
S.C. No.: 160-11-000007-244  
(Nos. before consolidation: 160-11-000011-246, 160-11-000010-248, 160-11-000009-240 and 160-11-000007-244)

Date: February 14, 2024

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**PRESIDED BY THE HON. ROBERT DUFRESNE J.S.C. (JD 2521)**

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

**LAVAL FORTIN LTÉE**

-and-

**CONSTRUCTION LAVAL FORTIN LTÉE**

-and-

**LFL FAST-TRACK CANADA LTD.**

-and-

**ALMIQ CONTRACTING LTD.**

-and-

**MIKIM CONSTRUCTION LTD.**

Debtors

-and-

**NATIONAL BANK OF CANADA**

-and-

**INTACT INSURANCE COMPANY**

Petitioners

-and-

**RAYMOND CHABOT INC.**

Receiver

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**Rectified Order Appointing a Receiver**

(Sections 31 and 243 ss. of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3)

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**ON READING** of the *Demande pour la nomination d'un séquestre et autres mesures connexes* (the "**Motion**") dated February 9, 2024 filed by petitioners National Bank of Canada ("**NBC**") and Intact Insurance Company ("**Intact**") (collectively, the "**Petitioners**"), made pursuant to sections 31 and 243 ss. of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and of the exhibits and sworn declarations filed in support thereof;

**CONSIDERING** the testimony of Mr. Jean-Denis Losier, CPA, MBA, CIRP, LIT, of Raymond Chabot Inc. ("**RC**" or the "**Receiver**");

**CONSIDERING** the representations of counsel to the Petitioners and the Receiver;

**CONSIDERING** the provisions of the BIA;

**CONSIDERING** that it is just and appropriate to appoint RC to act as receiver of the Debtors' Property (as defined below);

**CONSIDERING** that it is appropriate, among other things, to issue an order providing for the stay of all proceedings against the Debtors and the Property (including any proceedings regarding claims to such Property);

**CONSIDERING** that it is appropriate and necessary to entrust the Receiver with the powers provided for herein;

**CONSIDERING** Section 2767 C.C.Q.;

**CONSIDERING** the urgency of proceeding on the Motion;

**THE COURT:**

[1] **GRANTS** the Motion.

**NOTIFICATION**

[2] **ORDERS** that any prior notice for the presentation of the Motion be, hereby, abridged and accepted so as to make it validly presentable at the presentation date and **DISPENSES** the Petitioners from any further notification of the Motion.

[3] **PERMITS** the notification of this Order (the "**Order**") at any time, anywhere and by any means, including by email.

**ADMINISTRATIVE CONSOLIDATION**

[4] **ORDERS** the consolidation of proceedings involving the Debtors under the BIA (the "**BIA Proceedings**") under a single file number, namely No. 160-11-000007-244.

- [5] **ORDERS** that all applications, motions and other proceedings and documents relating to these BIA Procedures shall henceforth be filed jointly by any party under the file number referred to above.
- [6] **DECLARES** that the consolidation of the BIA Proceedings with respect to the Debtors will be for administrative purposes only and will not have the effect of consolidating the assets, property, liabilities and/or obligations of each of the Debtors.
- [7] **DECLARES** that the Superior Court of Québec, sitting in the District of Alma, has jurisdiction over the consolidated proceedings and is the appropriate forum.

#### **APPOINTMENT**

- [8] **APPOINTS AND AUTHORIZES** Raymond Chabot Inc. (Mr. Jean-Denis Losier, CPA, MBA, CIRP, LIT) to act as receiver to the movable and immovable property of the Debtors, whatever they may be, of any nature whatsoever, in any place and in any hands whatsoever (the "**Property**"), until the first occurrence of the following events:
- (a) the bankruptcy of one or more of the Debtors and, in such a case, in respect only of the bankrupt Debtor(s);
  - (b) the approval of a proposal by the Court, and in such a case, only in respect of the Debtor(s) whose proposal is accepted and approved; or
  - (c) the issuance of an order by the Court terminating this Order.

#### **POWERS OF THE RECEIVER**

- [9] **AUTHORIZES** the Receiver to exercise, without having any obligation to do so, the following powers, subject to the terms of this Order:
- (a) all necessary powers allowing it to access all books and records of the Debtors, as well as any document, contract, register, correspondence, of any kind whatsoever, relating to the operations of the Debtors or the Property of the Debtors, wherever situated and regardless of the medium (the "**Registers**"), as well as all necessary powers to take copies of all Registers necessary or useful for the performance of its duties;
  - (b) all necessary powers to instruct the officers of the Debtors to continue to retain and hire employees of the Debtors until the Receiver instructs them to terminate, dismiss, transfer or otherwise end any employment of such employees. Should the officers of the Debtors fail to carry out the aforementioned instructions, the Receiver shall have all the necessary powers to do so in their place;
  - (c) all necessary powers related to the protection and preservation of the Property;
  - (d) all necessary powers to continue, in whole or in part, the operations of the Debtors in connection with the Current Projects (as defined in the Motion as *Projets en cours*), in accordance with, among other things, the authorized use of advances under the Interim Financing Facility and the

Cash Flow Statement (as defined therein as *Facilité de financement temporaire* and *État de l'évolution de l'encaisse*);

- (e) all necessary powers to control the receipts and disbursements of the Debtors, and to initiate transfers of funds or payments as the Receiver deems appropriate, necessary or useful to the operations of the Debtors;
- (f) all necessary powers to negotiate and execute an interim financing agreement, for and on behalf of the Debtors;
- (g) all necessary powers to retain the services of professionals, consultants, agents, service providers and/or experts, as well as to terminate any mandate or contract of this nature;
- (h) all necessary powers to pay its professional fees and those of its counsel out of the Debtor's funds, the whole subject to the cash flow available to the Debtors;
- (i) all necessary powers to collect all accounts receivable and other claims of the Debtors and to transact with them, and to sign any document or contract required or useful for this purpose;
- (j) all powers required to enter into payment arrangements or agreements and to issue any payment which, in the opinion of the Receiver, is appropriate, necessary or useful to continue, in whole or in part, the operations of the Debtors, including with respect to claims of subcontractors, suppliers and other creditors required in connection with ongoing projects and to maintain the operations of the Debtors generally;
- (k) all necessary powers to open any required bank account, on such terms and conditions as it shall determine, with any Canadian chartered bank, or other financial institutions, for the purpose of collecting any amount payable to the Debtors and to issue any payment which, in the opinion of the Receiver, is necessary or useful for the operations of the Debtors;
- (l) all necessary powers to implement and negotiate a key employee retention plan, in accordance with the terms and conditions approved or to be approved by the Court; and
- (m) all necessary powers to interest or solicit one or more prospective purchasers for the Property and to prepare a solicitation process, provided that any solicitation process and any sale transaction shall be subject to the approval of the Court, upon request of the Receiver and/or of the Petitioners;

[10] **DECLARES** that, subject to the powers conferred upon the Receiver and which the Receiver may exercise to the extent it deems advisable, this Order shall not require the Receiver to occupy or take control of, or otherwise administer, all or part of the Debtors' Property.

[11] **DECLARES** that the Receiver may provide information to creditors and other interested parties upon written request. A copy of such request must be sent to counsel to the Petitioners and the Receiver. The Receiver shall not, however, communicate information considered confidential, exclusive or competitive by the

Petitioners to third parties without the prior consent of the Petitioners, and without the signature of a confidentiality undertaking by the recipient of such information, unless otherwise directed by the Court.

- [12] **AUTHORIZES** the Receiver to retain the services of any counsel, person or firm in order to effectively carry out its duties.
- [13] **PROVIDES** the Receiver with all necessary powers to bring and institute any proceedings it deems appropriate in the performance of its duties.

#### **DUTIES OF DEBTORS**

- [14] **ORDERS** that the Debtors, their directors, officers, employees, agents and representatives grant the Receiver, without delay, access to the Property, to the Debtors' places of business and premises, and to the Registers;
- [15] **ORDERS** the Debtors, their directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers conferred upon it by the Order;
- [16] **ORDERS** the Debtors not to dispose of, alienate, encumber or otherwise deal with the Property in any manner whatsoever other than in the ordinary course of their business and with the consent of the Receiver;

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

- [17] **ORDERS** that, subject to any other order of the Court, which shall not be issued without at least five (5) days prior notice having been duly given to the Receiver, the Petitioners and the Debtors, no proceedings, seizures, claims or other execution measures may be instituted, continued or enforced against the Debtors and the Property.
- [18] **ORDERS** that no person shall interrupt, modify, terminate, cease to perform or refuse to renew any of its obligations under any right, contract, agreement, license, insurance policy or permit entered into with the Debtors without the prior consent of the Receiver and the Petitioners, or with the authorization of the Court.

#### **SUPPLY OF GOODS AND SERVICES**

- [19] **ORDERS** that any person party to a written or oral agreement with the Debtors, as well as any supplier of goods or services to the Debtors, be enjoined, until the issuance of any further order of the Court, from terminating, modifying, refusing to renew or ceasing to perform any agreement for the supply of goods or services, as may be required by the Receiver, and that the Receiver be authorized to continue to use the telephone number, fax number, Internet addresses and other services, including the Internet and the Debtors' web sites, provided that the normal prices and other normal charges for such goods and services supplied or provided after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtors or such other practice as may be agreed upon between the supplier of goods or services and the Receiver, or as may be ordered by the Court.

## PROTECTION OF PERSONAL INFORMATION

[20] **DECLARES** that, in accordance with subparagraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and comparable provisions of any provincial legislation, the Receiver is authorized to communicate personal information concerning identifiable individuals, in its possession or under its control, to interested parties or potential investors, financiers, purchasers or strategic partners, as well as to its advisors, but only to the extent that it is appropriate or necessary to do so, and provided that the persons to whom such personal information is communicated execute confidentiality agreements with the Receiver to preserve and protect the confidentiality of such information, and to limit its use.

## LIMITATION OF LIABILITY

[21] **DECLARES** that, without limiting the powers conferred upon the Receiver under this Order, nothing herein imposes an obligation upon the Receiver to take possession, control or otherwise assume management of any of the Property which may be contaminated, which may be a pollutant or contaminant or which may cause or contribute to environmental damages, release deposits of substances contrary to any provincial, federal or other legislation concerning the protection, conservation or rehabilitation of the environment or regarding the disposal of products, wastes or other contaminants including, without limitation, the *Environment Quality Act (Québec)*, the *Canadian Environmental Protection Act (1999)* or any other federal, provincial or municipal legislation or regulation of any kind, provided that nothing herein shall relieve the Receiver of the obligation to report or disclose as it may be required to do by any environmental legislation. The Receiver shall not, by the issuance of this Order, be presumed to be in possession of any of the Property, as provided in any environmental legislation, the whole in accordance with the terms of the BIA.

[22] **DECLARES** that the powers of the Receiver shall be exercised at its sole discretion and in accordance with its judgment and that the Receiver is released from any liability or obligation in connection with its appointment and the execution of its powers, except in respect of any liability or obligation arising from its gross negligence or wilful misconduct.

[23] **DECLARES** that the Receiver shall not be liable for the payment of debts and obligations contracted by the Debtors or imposed by law, unless the Receiver accepts to assume such obligations.

[24] **DECLARES** that the Receiver is not, nor is deemed to be, an employer or successor-employer of the Debtor's employees, or an employer related to the Debtors within the meaning of any federal, provincial or municipal legislation governing employment, labour relations, pay equity, employment equity, human rights, health and safety or pension benefits or any other statute, regulation or other rule of law or in *equity* for all similar purposes and, further, that the Receiver does not occupy or have possession, charge, management or control of the Property or the business and finances of the Debtors, nor is deemed to occupy or have possession, charge, management or control of the Property or of the business and finances of the Debtors, within the meaning of any federal, provincial or municipal statute, regulation or rule of law or in *equity* imposing liability in this regard, including the *Environment Quality Act (Quebec)*, the *Canadian*

*Environmental Protection Act, 1999 or the Act respecting occupational health and safety (Quebec) or other similar federal or provincial legislation, and **DECLARES** that the Receiver shall benefit fully from the protection of section 14.06 of the BIA.*

- [25] **DECLARES** that section 215 of the BIA applies *mutatis mutandis*, and therefore, no action or other proceeding may be brought against the Receiver by reason of its appointment or the execution of the powers conferred upon it by the Court, except with the prior authorization of the Court and upon not less than ten (10) business days' notice to the Receiver and its counsel. Entities related to the Receiver or belonging to the same group, as well as any professional retained by the Receiver, also benefit from the same protection afforded to the Receiver under the BIA and this Order.

#### **ADMINISTRATION CHARGE**

- [26] **ORDERS** the Debtors to pay the reasonable fees and disbursements of the Receiver, the Receiver's counsel (Stein Monast, L.L.P.), directly related to the BIA Proceedings, whether incurred before or after the date of this Order, and to pay in advance to each of them a reasonable provision for such fees and disbursements upon such request.
- [27] **DECLARES** that, as security for the professional fees and disbursements of the Receiver and the Receiver's counsel, incurred both before and after the date of this Order and directly related to the BIA Proceedings and the restructuring undertaken by the Debtors thereunder, such professionals, on a *pari passu* basis, shall benefit from and are hereby granted a charge, security interest and hypothec on the Property of the Debtors, up to a total amount of \$400,000 (the "**Administration Charge**"). The Administration Charge will rank in priority, in accordance with paragraphs [41] to [47] of this Order.

#### **INTERIM FINANCING AND INTERIM LENDER'S CHARGE**

- [28] **ORDERS** that the Receiver, in its capacity as Receiver of the Debtors' Property, for and on their behalf, and not in its personal or corporate capacity, be and is hereby authorized to borrow and repay, from time to time, to BNC (in its capacity as interim lender, the "**Interim Lender**") such sums as the Receiver may deem necessary or desirable, which sums shall not at any time exceed an aggregate principal amount outstanding of \$18,000,000, the whole upon the terms and conditions set forth in the *Convention de financement temporaire*, **Exhibit R-37**, under seal (the "**Interim Financing Agreement**") and in the Interim Financing Documents (as hereinafter defined), in order to (a) fund expenditures to preserve the value of the Debtor's assets and to maintain, in whole or in part, the Debtor's operations to complete the Current Projects (as defined in the Motion as *Projets en cours*) and (b) pay any other sum authorized under the provisions of the Order and the Interim Financing Documents (the "**Interim Financing Facility**").
- [29] **ORDERS** that, notwithstanding any other provision of the Order, the Receiver be hereby authorized to execute and deliver such credit agreements, security interests and other documents (collectively, the "**Interim Financing Documents**") as may be required by the Interim Lender in connection with the Interim Financing Facility and the Interim Financing Agreement, and that the Receiver is hereby authorized to perform all of its obligations under the Interim Financing Documents.

- [30] **ORDERS** that, notwithstanding any other provision of the Order, the Receiver shall pay to the Interim Lender, when due, all amounts payable (including principal, interest, fees and expenses, including professional fees and disbursements of counsels and other advisors or agents of the Interim Lender, on a full indemnity basis (the "**Interim Lender Expenses**") under the Interim Financing Agreement and the Interim Financing Documents, and will perform all other obligations owed to the Interim Lender in accordance with the Interim Financing Agreement, the Interim Financing Documents and this Order.
- [31] **ORDERS** that all of the Property be hereby encumbered by a charge, hypothec and security interest up to an aggregate amount of \$21,600,000 (such charge, hypothec and security interest constitutes the "**Interim Lender's Charge**") in favour of the Interim Lender as security for all obligations owed to the Interim Lender for all amounts owing (including principal, interest, and Temporary Lender's Expenses) and arising out of or in connection with the Interim Financing Agreement and the Interim Financing Documents. The Interim Lender's Charge shall rank in priority as set forth in paragraphs [41] to [47] of this Order.
- [32] **ORDERS** that the Interim Lender's Charge, as provided for in paragraph [31] of this Order, shall also benefit Intact in the event that the latter proceeds with repayments or payments of amounts payable under the Interim Financing Agreement or arising therefrom, without the need to obtain a subsequent order from the Court. Following any such repayment or payment, Intact shall thereupon be deemed subrogated to all the rights of the Interim Lender arising from, among other things, the Order, the Interim Lender's Charge, the Interim Financing Agreement and the Interim Financing Documents, without the need for a subsequent order from the Court.
- [33] **ORDERS** that the claims of the Interim Lender under the Interim Financing Agreement and the Interim Financing Documents shall not be subject to a transaction or compromise under any proposal, bankruptcy, other insolvency proceeding or in these proceedings and that the Interim Lender, in such capacity, shall be treated as an unaffected creditor in any insolvency proceeding, including in these proceedings and in any plan of arrangement.
- [34] **DECLARES** that the Interim Lender may:
- (a) notwithstanding any other provision of the Order, take from time to time such actions as it deems necessary or appropriate to register, record or publish the Interim Lender's Charge and the Interim Financing Documents in all jurisdictions as it deems appropriate; and
  - (b) notwithstanding the provisions of the following paragraph, refuse to make any advance if the provisions of the Interim Financing Agreement and the Interim Financing Documents are not complied with.
- [35] **ORDERS** that the Interim Lender may not take any enforcement action under the Interim Financing Documents or the Interim Lender's Charge unless it has given at least a three (3) business days' written notice of default to that effect to the Debtors, Intact, the Receiver and the creditors whose rights are registered or published in the appropriate registers or who have requested a copy of such notice (the "**Notice Period**"). Upon expiry of the Notice Period, the Interim Lender shall have the right to take all actions provided for in the Interim Financing Agreement,



the Interim Financing Documents and the Interim Lender's Charge and otherwise permitted by law, but without being required to send any prior notice whatsoever under section 244 of the BIA or under the *Civil Code of Québec*.

- [36] **ORDERS** that, subject to further order of this Court, no order shall be made modifying, rescinding or otherwise affecting paragraphs [28] to [35] hereof, unless (a) notice of the motion for such order is served upon the Interim Lender by the party presenting such motion at least seven (7) days prior to the presentation of such motion, or unless (b) the Interim Lender requests such order or consents thereto.

#### **KEY EMPLOYEE RETENTION PLAN AND KERP CHARGE**

- [37] **APPROVES** the key employee retention plan described in **Exhibit R-38**, under seal (the "**KERP**").
- [38] **DECLARES** that the key employees and resources benefiting from the KERP are hereby granted a charge, security interest and hypothec on the Property (the "**KERP Charge**") for a total amount of \$275,000, as security for the financial incentives provided for in the KERP. The KERP Charge shall rank in priority as set forth in paragraphs [41] to [47] of this Order.
- [39] **AUTHORIZES** the Receiver, in consultation with the Petitioners, to take any measures deemed necessary to ensure the implementation of the KERP.
- [40] **ORDERS** that at any time during these proceedings, the Receiver and/or the Petitioners may apply to the Court for directions with respect to the KERP.

#### **PRIORITIES AND GENERAL PROVISIONS REGARDING THE BIA CHARGES**

- [41] **DECLARES** that the priorities, in relation to each other, of the Administration Charge, the Interim Lender's Charge and the KERP Charge (collectively, the "**BIA Charges**"), with respect to the Debtor's Property to which they apply, are as follows:
- (i) first, the Administration Charge;
  - (ii) second, the KERP Charge; and
  - (iii) third, the Interim Lender's Charge.
- [42] **DECLARES** that each of the BIA Charges ranks senior and in priority to all other hypothecs, mortgages, pledges, security interests, prior claims, charges or guarantees of any kind whatsoever (collectively, the "**Security Interests**"), including deemed trusts in favour of the provincial and federal governments, encumbering any of the Debtors' Property affected by the BIA Charges, with the exception of the following hypothecs held by BNC:
- (i) Deed of immovable hypothec granted by the Debtors in favor of NBC, received before Mtre Lou-Anne Frigon, notary (minute no. 3116), on June 4, 2021, for an amount of \$2,098,000 with interest at the rate of 25% per annum, plus an additional hypothec of 20%, encumbering the property located on lot 4,322,367 of the cadastre of Quebec, registration division of Lac-Saint-Jean-Est, with all the buildings erected thereon and located at

130, rue Notre-Dame Ouest, Alma, Québec, and published in the Bureau de la publicité des droits de la circonscription foncière du Lac-Saint-Jean-Est on June 4, 2021 under number 26,372,111; and

- (b) Movable hypothec granted by Debtors in favor of NBC dated June 2, 2021 for an amount of \$7,500,000 with interest at a rate of 25% per annum plus an additional hypothec of 20% encumbering the universality of the Debtors' movable property, tangible and intangible, present and future, wherever situated, and all proceeds therefrom, and registered in the Registre des droits personnels et réels mobiliers on June 4, 2021 under number 21-0609938-0002 (scheduled to expire on June 2, 2031) and in the Personal Property Register System (Nunavut) on June 9, 2021 under number 485490.

[43] **ORDERS** that, except as otherwise expressly provided herein, the Debtors shall not grant any Security Interests in respect of the Debtors' Property ranking senior to or equal to the BIA Charges, unless they have obtained the prior written approval of the Receiver, the Petitioners and the prior approval of the Court.

[44] **DECLARES** that each of the BIA Charges encumber, as of the date of this Order, all of the Debtors' Property, present and future, notwithstanding any requirement to obtain the consent of any party to such a charge or to comply with any condition precedent.

[45] **DECLARES** that the BIA Charges and the rights and remedies of the beneficiaries of such BIA Charges, as the case may be, are valid and enforceable and are not otherwise limited or impaired in any way by reason of: (i) these proceedings and the declaration of insolvency made herein; (ii) the fact that a petition for a receivership order has been filed with respect to the Debtors under the BIA, that a receivership order has been made pursuant to such petition or that an assignment of property has been made or is deemed to have been made with respect to the Debtors, or (iii) the fact that restrictive covenants, prohibitions or other similar provisions relating to borrowings, indebtedness incurred or Security Interests are contained in any agreement, lease, sublease, offer to lease or other arrangement binding on the Debtors (a "**Third Party Agreement**") and, notwithstanding anything to the contrary contained in any Third Party Agreement:

- (i) the creation of the BIA Charges does not result in and shall not be deemed to constitute a breach by the Debtors of a Third Party Agreement to which they are a party; and
- (ii) the beneficiaries of the BIA Charges shall not be liable to any Person whatsoever for any breach of any Third Party Agreement arising out of or resulting from the implementation of the BIA Charges.

[46] **DECLARES** that notwithstanding: (i) this proceeding and any declaration of insolvency made therein, (ii) any motion for a bankruptcy order issued under the BIA or petition for a receivership order filed with respect to the Debtors in accordance with the BIA and any receivership order in satisfaction thereof or any assignment of property involving the Debtors that is made or deemed to have been made, and (iii) any federal or provincial law, the payments or dispositions of property made by the Debtors in accordance herewith and the granting of the BIA Charges do not and will not constitute settlements, fraudulent preferences,

fraudulent transfers or other questionable or reviewable transactions or acts giving rise to a remedy for abuse under any applicable law.

- [47] **DECLARES** that the BIA Charges are valid and enforceable against all the Property of the Debtors and all Persons.

#### **APPLICATION TO TERMINATE THE RECEIVERSHIP**

- [48] **ALLOWS** the Receiver, upon consultation with the Petitioners and five (5) days' notice to the Debtors and any other interested party, to apply to the Court for leave to be released from its duties under this Order and the BIA, in the event of a material adverse change, including in the event that the Debtors' funds are no longer sufficient to fund the costs of maintaining and preserving their Property.
- [49] **DECLARES** that in the event that the Receiver's mandate is terminated at its request, pursuant to the BIA or an order of the Court, the Receiver may apply to the Court without delay and obtain from the Court all instructions and orders required in connection with the termination of the mandate.

#### **GENERAL**

- [50] **DECLARES** that the Receiver shall be at liberty to serve any notice, information note or other document relating to these proceedings, by sending a copy by ordinary mail, postage prepaid, by courier, by hand delivery or by electronic transmission, to the persons or other parties concerned, at their last address appearing in the Registers; the document so served shall be deemed to have been received on the date of delivery, if hand-delivered or electronically transmitted, on the next business day, if sent by courier, or three (3) business days after mailing, if sent by ordinary mail.
- [51] **DECLARES** that the Receiver may serve documents relating to these proceedings on all parties represented by counsel, by emailing a PDF document or other form of electronic copy of such documents, to counsel's email addresses, provided that the Receiver shall deliver paper copies of such documents to any party requesting same as soon as practicable thereafter.
- [52] **DECLARES** that any party to these proceedings may serve documents relating thereto by emailing a PDF document, or any other form of electronic copy of all documents, to the email addresses of counsel, provided that such party delivers PDF documents, or other electronic copies or paper copies of all documents, to the counsel to the Debtors, the Petitioners, the Receiver and to the Receiver, and to any other party who so requests.
- [53] **DECLARES** that, except as otherwise provided herein or as otherwise ordered by the Court, it shall not be necessary to serve any document or order on any person in respect of these proceedings, unless such person has served an appearance, answer or statement of representation on counsel to the Debtors, the Petitioners and the Receiver, or is on the distribution list.
- [54] **DECLARES** that any interested person may apply to the Court to vary or rescind the Order or to obtain other relief, upon five (5) days' notice to the Receiver, the Petitioners and the Debtors, and any other party likely to be affected by the order sought, or upon such other notice, if any, as the Court may order.

- [55] **ORDERS** that the Receiver may, from time to time, apply to this Court for directions in the exercise of its powers.
- [56] **DECLARES** that this Order and all other orders in these proceedings are fully enforceable and in force in all provinces and territories of Canada.
- [57] **AUTHORIZES** that the judgment to be rendered on the Motion may be served outside legal hours or legal days and under the door or by any electronic means or by registered mail, the whole subject to proper proof of service.
- [58] **DISPENSES** the Receiver, the Debtors and the Petitioners from providing any bond or other security.
- [59] **DECLARES** that Exhibits R-7, R-22, R-34, R-37 and R-38 in support of the Motion are kept confidential and are filed under seal until otherwise ordered by the Court.
- [60] **DECLARES** that the Receiver is authorized to apply as it deems necessary or desirable, with or without notice, to any other court or administrative body in Canada to seek orders providing assistance with respect to this Order and any subsequent order of the court and supplementing them.
- [61] **REQUESTS** the assistance and recognition of any court or administrative body of any province or territory of Canada, of any federal court or administrative body of Canada, as well as of any federal or state court or administrative body of the United States of America and of any foreign court or administrative body, so that they may assist the Court and act as its auxiliary for the purpose of enforcing the terms of this Order.
- [62] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without any requirement to provide security, bond or provision for costs.
- [63] **THE WHOLE, WITHOUT COSTS.**

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HON. ROBERT DUFRESNE, J.S.C.
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**McCarthy Tétrault LLP**

Counsel to NBC

Mtre Hugo Babos-Marchand

Mtre Marc-Étienne Boucher

**Weidenbach, Leduc, Pichette**

Counsel to Intact

Mtre Mathieu Thibault

Mtre Kevin Bilodeau

**Stein Monast L.L.P.**

Counsel to the Receiver

Mtre Mathieu Ayotte

Mtre Caroline Tardif