

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-063575-241
Date: March 11, 2024**

PRESIDING: THE HONOURABLE MICHEL A. PINSONNAULT, J.S.C.

In the matter of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 of:

DICEPIZZA S DE RL DE CV

Applicant

-and-

ANFIS ENTERPRISES INC.

-and-

9407-5173 QUÉBEC INC.

Debtors

-and-

RAYMOND CHABOT INC.

Proposed Monitor

-and-

FERNANDO REYES DORADOR

Mis-en-cause

INITIAL ORDER

ON READING the Applicants' *Application for the Issuance of an Initial Order, an Amended and Restated Initial Order and Other Relief* (the "**Application**"), the exhibits and the sworn statement of Mr. Gonzalo Diaz Cevallos in support thereof, the consent of Raymond Chabot Inc. to act as monitor (the "**Monitor**"), relying upon the testimony of the proposed Monitor's representative and the submissions of counsel and being advised that the interested parties, including the secured creditors were given prior notice of the presentation of the Application;

CONSIDERING the Pre-Filing Report of the Monitor (**D-8**);

CONSIDERING the representations of the Applicant's counsel and of the other counsel present;

GIVEN the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (as amended the "**CCAA**");

WHEREFORE, THE COURT:

[1] **GRANTS** the Application;

[2] **ISSUES** an order pursuant to the CCAA (the "**Order**"), divided under the following headings:

- I. Service
- II. Application of the CCAA and Administrative Consolidation
- III. Effective Time
- IV. Plan of Arrangement
- V. Stay of Proceedings against the Debtors and the Property
- VI. Possession of Property and Operations
- VII. No Exercise of Rights or Remedies
- VIII. No Interference with Rights
- IX. Continuation of Services
- X. Non-Derogation of Rights
- XI. Restructuring
- XII. Powers of the Monitor
- XIII. Priorities and General Provisions Relating to the Administration Charge
- XIV. General

I. SERVICE

[3] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that it may be validly submitted today and hereby dispenses with any further notice thereof.

- [4] **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicant to interested parties, including the secured creditors.

II. APPLICATION OF THE CCAA

- [5] **DECLARES** that the Applicant is a creditor, and the Debtors are debtor companies to which the CCAA applies.

III. EFFECTIVE TIME

- [6] **DECLARES** that this Order and all of its provisions are effective as of 12:01 a.m. Montréal time, province of Québec, on the date of this Order (the “**Effective Time**”).

IV. PLAN OF ARRANGEMENT

- [7] **DECLARES** that the Debtors and the Monitor shall have the authority to file with this Court and to submit to the Debtors’ creditors one or more plans of compromise or arrangement (collectively, the “**Plan**”) in accordance with the CCAA.

V. STAY OF PROCEEDINGS AGAINST THE DEBTORS AND THE PROPERTY

- [8] **ORDERS** that, until and including **March 21, 2024**, or such later date as the Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Debtors, or affecting the Debtors’ business operations and activities (the “**Business**”) or the Property (as defined herein below), including as provided in paragraph 10 herein below except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.

- [9] **DECLARES** that the rights of Her Majesty in right of Canada and Her Majesty in right of a Province are suspended in accordance with the terms and conditions of Subsection 11.09 CCAA.

- [10] Subject to the provisions of paragraph 17 below, **ORDERS** and **DECLARES** that National Bank of Canada (“**NBC**”), as lender, is a creditor not affected in any way whatsoever by the present CCAA proceedings and, therefore, is not subject to the Stay Period or any other limitation on creditors’ rights set out in this Order, such that, among other things, all instalments owed to NBC pursuant to any offer of financing shall continue to be paid by the Debtors without alteration, unless otherwise agreed between the Monitor and NBC. Moreover, nothing in this Order shall be construed from preventing NBC from being able to enforce all of its rights, including guarantees and security interests, against the Debtors and the Property (as defined below).

VI. POSSESSION OF PROPERTY AND OPERATIONS

- [11] **ORDERS** that the Monitor, for and on behalf of the Debtors, may take possession and control of the Debtors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively the "**Property**"), the whole in accordance with the terms and conditions of this order including, but not limited, to paragraph 22 and following hereof.

VII. NO EXERCISE OF RIGHTS OR REMEDIES

- [12] **ORDERS** that during the Stay Period, and subject to, *inter alia*, subsection 11.1 CCAA, all rights and remedies of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.
- [13] **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods, including, without limitation, to file grievances, relating to the Debtors or any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Debtors become bankrupt or a receiver as defined in subsection 243(2) of the Bankruptcy and Insolvency Act (Canada) (the "**BIA**") is appointed in respect of the Debtors, the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of the Debtors in determining the 30-day periods referred to in sections 81.1 and 81.2 of the BIA.

VIII. NO INTERFERENCE WITH RIGHTS

- [14] **ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Monitor, or with leave of this Court.

IX. CONTINUATION OF SERVICES

- [15] **ORDERS** that during the Stay Period and subject to paragraph 16 hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the Debtors, are 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 Debtors, and that the Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of the Order are paid by the Debtors, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, with the consent of the Monitor, or as may be ordered by this Court.

[16] **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtors on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order to make further advances of money or otherwise extend any credit to the Debtors.

[17] **ORDERS** that, without limiting the generality of the foregoing and subject to Section 21 of the CCAA, if applicable, cash or cash equivalents placed on deposit by the Debtors with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of the Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by Debtors and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into the Debtors' account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn, and shall not prevent in any way whatsoever NBC to exercise its rights without any limitations against the proceeds of the guaranteed investment certificates, at maturity (account numbers 02000395212 and 03000479170, branch 08561) secured in favour of NBC to repay the line of credit granted to ANFIS Enterprises Inc. as well as any fees owed pursuant to the offer of financing concluded with NBC (the "**Compensation**").

X. NON-DEROGATION OF RIGHTS

[18] **ORDERS** that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, guarantee or bond (the "**Issuing Party**") at the request of the Debtors shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the date of the Order, provided that all conditions under such letters, guarantees and bonds are met save and except for defaults resulting from this Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid.

XI. RESTRUCTURING

- [19] **DECLARES** that, to facilitate the orderly restructuring of their Business and financial affairs (the “**Restructuring**”) but subject to such requirements as are imposed by the CCAA, and to the written prior consent of secured creditors when it affects in any way whatsoever their rights or the assets secured in their favour, the Monitor, acting for and on behalf of the Debtors, shall have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of the Debtors’ operations or locations as it deems appropriate and make provision for the consequences thereof in the Plan;
 - (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c) and subject to the written prior consent of the secured creditors as regards to their rights or to the assets secured in their favour;
 - (c) convey, transfer, assign, lease, or in any other manner dispose of the Property, outside of the ordinary course of business, in whole or in part, subject to written prior consent of the secured creditors as regards to their rights or to the assets secured in their favour and provided that the price in each case does not exceed \$50,000.00 or \$200,000.00 in the aggregate;
 - (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as it deems appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Monitor and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Monitor may determine;
 - (e) subject to the provisions of section 32 of the CCAA disclaim or resiliate, any of the Debtors’ agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Monitor and the relevant party, or failing such agreement, to make provision for the consequences thereof in the Plan; and
 - (f) subject to section 11.3 of the CCAA, assign any rights and obligations of Debtors.
- [20] **DECLARES** that, in order to facilitate the Restructuring, the Monitor, acting for and on behalf of the Debtors, may settle claims of customers and suppliers that are in dispute.
- [21] **DECLARES** that, pursuant to subparagraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, the Debtors are

permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to their advisers (individually, a “**Third Party**”), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of the Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Debtors binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Debtors or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of the Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Debtors.

XII. POWERS OF THE MONITOR

[22] **ORDERS** that Raymond Chabot Inc. is hereby appointed to monitor the Business and financial affairs of the Debtors as an officer of this Court (the “**Monitor**”) and that the Monitor, in addition to the prescribed powers and obligations, referred to in Section 23 of the CCAA:

- (a) shall, without delay, (i) publish once a week for two (2) consecutive weeks (ii) within five (5) business days after the date of this Order (A) post on the Monitor’s website (the “**Website**”) a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtors of more than \$1,000, advising them that the Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder;
 - (i) considering the above, the Monitor is exempted from publishing said notice in any newspapers;
- (b) shall control the Debtors’ receipts and disbursements on a consolidated basis;
- (c) shall deal with the Debtors’ creditors and other interested Persons during the Stay Period;
- (d) shall prepare cash flow projections for the Debtors and any other projections or reports and the development, negotiation and implementation of the Plan;

- (e) shall review the Debtors' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
- (f) shall manage the Restructuring and the negotiations with the Debtors' creditors and other interested Persons and with the holding and administering of any meetings held to consider the Plan;
- (g) shall report to the Court on the state of the business and financial affairs of the Debtors or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;
- (h) shall report to this Court and interested parties, including but not limited to creditors affected by the Plan, with respect to the Monitor's assessment of, and recommendations with respect to, the Plan;
- (i) shall have the right, but not the obligation, to pay, for and on behalf of the Debtors, the following charges, whether incurred before or after this Order:
 - (i) all unpaid and future salaries, bonuses, expenses, benefits and vacation pay payable from the date of this Order, in each case incurred in the ordinary course of business and in accordance with existing compensation policies and arrangements;
 - (ii) the fees and disbursements of any agent, professional, consultant or advisor engaged or employed by the Debtors or the Applicant in connection with these proceedings, at their usual rates and expenses;
- (j) the Monitor shall have the right, but not the obligation, to pay all reasonable expenses incurred by the Debtors in operating the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses include, but are not limited to:
 - (i) all expenses and capital expenditures reasonably necessary to preserve the Property or the Business, including, without limitation, payments for insurance (including directors' and officers' liability insurance and payments related to the financing of directors' and officers' liability insurance), maintenance and security services;
 - (ii) payment for products or services actually provided to the Debtors after the date of this Order or payments to obtain delivery of products or provision of services covered by a contract entered into before the date of this Order;
- (k) that the Monitor be authorized to remit for and on behalf of the Debtors, and in accordance with legal requirements, or to pay:

- (i) any amount deemed by law to be held in trust for the benefit of the Crown in right of Canada or any province or other taxing authority to be withheld from employees' wages for purposes including, but not limited to, (i) employment insurance (ii) the Canada Pension Plan, (iii) the Québec Pension Plan, and (iv) income tax;
 - (ii) any goods and services tax, harmonized sales tax or other applicable sales taxes (collectively, Sales Taxes) required to be remitted by the Debtors in connection with the sale of goods and services by them, but only in respect of Sales Taxes accrued or collected after the date of this Order; and
 - (iii) any amount payable to the Crown in right of Canada or any province or other political subdivision or any other taxing authority in respect of municipal property taxes, municipal business taxes or other taxes or assessments of any nature whatsoever arising out of or relating to the operation of the Business by the Debtors.
- (l) may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of the Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
 - (m) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of their powers or the discharge of their obligations in these proceedings and any related proceeding, under the Order or under the CCAA;
 - (n) may act as a "foreign representative" of the Debtors or in any other similar capacity in any insolvency, bankruptcy or reorganization proceedings outside of Canada;
 - (o) may give any consent or approval as may be contemplated by the Order or the CCAA;
 - (p) may hold and administer funds under arrangements made between the Debtors, any counterparty and the Monitor, or as ordered by this Court;
 - (q) may perform such other duties as are required by the Order or the CCAA; and
 - (r) shall obtain an opinion on the validity of the secured creditors' security and the Compensation.

[23] **ORDERS** that in addition to the powers set out in paragraph 22, and subject to further orders of the Court, the Monitor is authorized, but not required, to act for and on behalf of the Debtors, on a consolidated basis, but after consultation with

them and subject to the written prior consent of the secured creditors when it affects in any way whatsoever their rights or the assets secured in their favour:

- (a) to direct and control the financial affairs and activities of the Debtors and to carry out the activities of any of the Debtors;
- (b) to carry out banking and other transactions on behalf of the Debtors and to sign documents or take any other action that is necessary or appropriate for the exercise of this power;
- (c) to sign such documents as may be necessary in connection with any proceedings before this Court or pursuant to an order of this Court;
- (d) to take measures to preserve and protect the Business and the Property;
- (e) to take any action that one of the Debtors may take under the CCAA or this Order;
- (f) enter into agreements with respect to the Business or the Property, subject to the written prior consent of the secured creditors as regards to their rights or the assets secured in their favour;
- (g) to apply to the Court for any order that may be necessary or appropriate for the sale of the Property to one or more purchasers thereof;
- (h) to take any action required to be taken by the Debtors pursuant to this Order or any other order of the Court;
- (i) to exercise, on behalf of the Debtors, the rights and privileges to which they may be entitled as shareholders, associates, members or otherwise;
- (j) provide information to the Applicant and the Interim Lender about the Business and the Property;
- (k) to examine under oath any person who is reasonably believed to have information concerning any of the Debtors, the Business or the Property and to order such person to produce any books, records, correspondence or documents in his possession or control relating to the Debtors, the Business or the Property;
- (l) to take any action, enter into any agreement, sign any document, incur any obligation or take any other action necessary, useful or incidental to the exercise of the aforementioned powers.

[24] **DECLARES** that the Monitor is authorized, but not obligated, to operate and control on behalf of the Debtors, all existing accounts of the Debtors maintained with any financial institution (individually, an “**Account**” and collectively, the

“**Accounts**”) in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation:

- (a) exercise control over funds credited to or deposited in the Accounts;
- (b) make any disbursements on the Accounts authorized by this Order or any other order granted in the present proceedings;
- (c) give instructions from time to time in respect of the Accounts and the funds credited to or deposited therein, including transferring funds credited to or deposited in any other account as the Monitor may direct; and
- (d) add or remove persons with signing authority in respect of an Account or order the closure of an Account.

[25] **ORDERS** that the Debtors and their directors, officers, employees and agents, accountants, auditors and all other Persons having notice of the Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Debtors in connection with the Monitor’s duties and responsibilities hereunder.

[26] **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the Debtors with information in response to requests made by them in writing addressed to the Monitor and copied to the Debtors’ counsel. In the case of information that the Monitor has been advised by the Debtors is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Debtors unless otherwise directed by this Court.

[27] **DECLARES** that the Monitor shall benefit from the provisions of section 11.8 of the CCAA.

[28] **ORDERS** that neither the Monitor nor any employee or agent of the Monitor shall be deemed (i) to be a director, officer or trustee of the Debtors (ii) to assume any obligation incumbent upon the Debtors, or (iii) to assume any fiduciary duty to the Debtors or any other Person, including any creditor or shareholder of the Debtors.

[29] **ORDERS** and **DECLARES** that nothing herein shall impose upon the Monitor any obligation to take possession or assume control, care, charge or otherwise manage any of the Property (the “**Possession**”), including the Possession of any Property which may be polluted, which may constitute a pollutant or contaminant or which may cause the discharge, emission, release or deposit of any substance contrary to any federal or provincial law or other law relating to the protection, conservation, reclamation, restoration or rehabilitation of the environment or relating to the disposal of waste or any other form of contamination, in particular the *Canadian Environmental Protection Act*, 1999, CS 1999, c 33, the *Environmental Quality Act*, CQLR c Q-2, or the *Act respecting occupational health and safety*, CQLR c S-2. 1, and their implementing regulations (the

“**Environmental Legislation**”). However, the provisions hereof in no way exempt the Monitor from any notification or disclosure obligations imposed by the applicable Environmental Legislation. The Monitor shall not, by virtue of this Order or by reason of any action taken as a result of the exercise of its powers and duties under this Order, be deemed to have Possession of any of the Property within the meaning of any Environmental Legislation, unless it is in actual possession thereof.

[30] **DECLARES** that no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor or the carrying out the provisions of any order of this Court, except with prior leave of this Court, on at least seven days notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor referred to in subparagraph 34(i) hereof shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

[31] **AUTHORIZES** the Monitor to pay from the available cash flow of the Debtors its reasonable fees and disbursements and that of its legal counsel and other advisers, directly related to these proceedings, the Plan and the Restructuring, whether incurred before or after the Order, subject to later approval of this Court.

[32] **DECLARES** that the Monitor and the Monitor’s legal counsel, if any, as security for the professional fees and disbursements incurred both before and after the making of the Order and directly related to these proceedings, the Plan and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property to the extent of the aggregate amount of **\$50,000.00** (the “**Administration Charge**”), having the priority established by paragraph 33 and following hereof.

XIII. PRIORITIES AND GENERAL PROVISIONS RELATING TO THE ADMINISTRATION CHARGE

[33] **DECLARES** that the Administration Charge shall rank after any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind affecting the Property in favour of the Debtors’ secured creditors (collectively, the “**Encumbrances**”).

[34] **ORDERS** that, except as otherwise expressly provided for herein, the Debtors shall not grant any additional Encumbrances in or against any Property that rank in priority to, or *pari passu* with, the Administration Charge unless the Debtors obtain the prior written consent of the Monitor and the prior approval of the Court.

[35] **DECLARES** that the Administration Charge shall attach, as of the Effective Time, to all present and future Property of the Debtors, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

[36] **DECLARES** that the Administration Charge and the rights and remedies of the beneficiaries of such charge, as applicable, shall be valid and enforceable and

shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Debtors 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 Debtors; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sublease, offer to lease or other arrangements which binds the Debtors (a “**Third Party Agreement**”), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Debtors of any Third Party Agreement to which they are party; and
- (b) any of the beneficiaries of the Administration Charge 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 Administration Charge.

[37] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Debtors and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of the Debtors, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Debtors pursuant to the Order and the granting of the Administration Charge, 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.

[38] **DECLARES** that the Administration Charge shall be valid and enforceable as against all Property of the Debtors and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtors, for all purposes.

XIV. GENERAL

[39] **ORDERS** that, a full hearing on the orders sought in the Application shall take place at a Comeback hearing on **March 21, 2024, at 9:30 a.m. in virtual room 15.01** or at any other date determined by the Court and to be communicated to the service list.

[40] **ORDERS** that no Person shall commence, proceed with or enforce any Proceedings against any of the directors, employees, legal counsel or financial advisers of the Debtors or of the Monitor in relation to the Business or Property of the Debtors, without first obtaining leave of this Court, upon seven (7) days written notice to the Debtors’ and the Applicant’s counsel and to all those referred to in this paragraph whom it is proposed to be named in such Proceedings.

- [41] **DECLARES** that the Order and any proceeding or affidavit leading to the Order, shall not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.
- [42] **DECLARES** that, except as otherwise specified herein, the Monitor is at liberty to serve any notice, proof of claim form, proxy, circular or 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 addresses as last shown on the records of the Debtors and that any such service 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 business days after mailing if by ordinary mail.
- [43] **DECLARES** that the Debtors, the Applicant, and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Debtors and the Applicant shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.
- [44] **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, 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 Monitor and the Applicant and has filed such notice with this Court, or appears on the service list prepared by the Monitor or its attorneys, save and except when an order is sought against a Person not previously involved in these proceedings;
- [45] **DECLARES** that the Monitor may, from time to time, apply to this Court for directions concerning the exercise of its powers, duties and rights hereunder or in respect of the proper execution of the Order on notice only to the service list.
- [46] **DECLARES** that the Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [47] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and 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 Monitor shall be the foreign representative of the Debtors. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

- [48] **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 the Order.
- [49] **DECLARES** that, for the purposes of any application to a foreign authority, the place where the CCAA Parties have their principal place of business is in the Province of Québec, Canada.
- [50] **PRAYS ACT** of the Applicant's consent to vary the Mareva orders rendered in the court file bearing number 500-17-126063-232 (the "**Mareva Orders**") in order to allow Fernando Reyes-Dorador to make use of his personal funds from bank accounts with Bank of Montreal bearing number 0389 395 2669 and with Tangerine bearing number 3031769491, such use being limited to the payment of his basic needs and those of his son, as well as expenses required to prevent the loss of his personal assets, the whole subject to prior authorization of the Monitor, and **ORDERS** the variation of the Mareva Orders in accordance with said consent.
- [51] **PRAYS ACT** of the Applicant's consent to stay the proceedings in the court file bearing number 500-17-126063-232 until the Restructuring is completed and **ORDERS** the suspension of the proceedings in the court file bearing number 500-17-126063-232 in accordance with said consent, subject to further order of the Court herein.
- [52] **ORDERS** that Exhibits **D-9** and **D-11** filed in support of the Application remain confidential and be filed under seals until further order from this Court.
- [53] **ORDERS** the provisional execution of the Order notwithstanding any appeal.



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Michel A.

Pinsonnault

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MICHEL A. PINSONNAULT, J.S.C.

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Hearing dates: February 19 and March 11, 2024