

SUPERIOR COURT
(Commercial Division)

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-11-063165-233

DATE : February 23, 2024

IN THE PRESENCE OF THE HONOURABLE LOUIS J. GOUIN, S.C.J.

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT OF:
KPMG INC.

Monitor

- and -

15695651 CANADA INC.

-and-

15695724 CANADA INC.

Debtors

CLAIMS PROCESS ORDER

- [1] **ON READING** the Monitor's *Application for a Claims Process Order* (the "**Application**"), the sworn statement and the exhibits in support thereof as well as the report of the Monitor dated February 15, 2024;
- [2] **CONSIDERING** the notification of the Application;
- [3] **CONSIDERING** the submissions of the Monitor's attorneys;

FOR THESE REASONS, the Court:

[4] **GRANTS** the Application;

NOTIFICATION

[5] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

[6] **ORDERS** that the following terms in this Order shall, unless otherwise indicated, have the following meaning:

- a) **"BIA"** means the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended;
- b) **"Business Day"** means a day other than a Saturday, a Sunday or a holiday (as defined in article 82 of the *Code of civil procedure*, CQLR, c. C-25.01, as amended);
- c) **"CCAA"** means the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36;
- d) **"CCAA Proceedings"** means the present proceedings in respect of the Current Debtors and the Former Debtor;
- e) **"Claim"** means any right or claim of any Person against ResidualCo 2, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of ResidualCo 2 owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy of the Former Debtor, had it become bankrupt on the Determination Date, which, without limitation, shall include any Restructuring Claim, D&O Claim or any right or claim of any Person pertaining to the remaining portion of the Cash Subscription Price (as defined in the RVO). For greater clarity, all Excluded Liabilities, as this term was defined in the RVO, and any Claim related thereto as claims against ResidualCo 2 are "Claims" for the purposes of this Order.

- f) **"Claims Bar Date"** means 5:00 p.m. (Montréal time) on March 25, 2024;
- g) **"Claims Package"** means a notice to the Known Creditors of the Claims Process and of the Claims Bar Date, including a reference to the Monitor's website to access a copy of this Order and including a Proof of Claim Form and an instruction letter explaining how to complete the Proof of Claim Form;
- h) **"Claims Process"** means the process set forth herein including the Schedules to this Order;
- i) **"Court"** means the Québec Superior Court (Commercial Division);
- j) **"Creditor"** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor.
- k) **"Creditors' List"** means a list of all Known Creditors;
- l) **"Creditors' Meeting"** means any meeting of ResidualCo 2's creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;
- m) **"D&O Claim"** means a claim as defined in paragraph 11.03(1) CCAA as well as any claim by any Person against the Directors and Officers of the Former Debtor or Current Debtors of any nature whatsoever, present, future, due or accruing due to such Person and any interest accrued thereon or cost payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date;
- n) **"Current Debtors"** means ResidualCo 1 and ResidualCo 2;
- o) **"Designated Newspapers"** means Le Devoir and Globe & Mail (National Edition);
- p) **"Determination Date"** means December 20, 2023;
- q) **"Disputed Claim"** means a claim which is disputed following the receipt by a Creditor of a Notice of Revision or Disallowance;
- r) **"Director"** means anyone who is or was or may be deemed to be or to have been, whether by statute, operation of law or otherwise, a director or *de*

facto director of any of the Former Debtor or of the Current Debtors, in such capacity;

- s) **"Excluded Claim"** means any right of any Person against the Former Debtor or the Current Debtors in connection with any indebtedness or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Former Debtor toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Former Debtor after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;
- t) **"Excluded Creditor"** means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- u) **"Initial Order"** means the order of this Court made on December 20, 2023 under the CCAA, as amended and restated on December 28, 2023 and as may be further amended and restated as the case may be;
- v) **"Known Creditor"** means a Creditor whose Claim was included in the Former Debtor's books and records or in respect of whom a Claim or potential Claim is otherwise known by the Former Debtor or the Monitor;
- w) **"Monitor"** means KPMG Inc., in its capacity as monitor of the Current Debtors and, previously, the Former Debtor, pursuant to the Initial Order;
- x) **"Newspaper Notice"** means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [7], which shall set out the Claims Bar Date, being substantially in the form of Schedule "A" hereto;
- y) **"Notice of Revision or Disallowance"** means the notice referred to in subparagraph [11], substantially in the form of Schedule "B" hereto, advising a Creditor that the Monitor has revised or rejected all or part of its Proof of Claim for the purposes of voting or distribution and setting out the reasons for such revision or rejection;
- z) **"Officer"** means anyone who is or was or may be deemed to be or have been whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Current Debtors or Former Debtor, in such capacity;
- aa) **"Order"** means this Claims Process Order;
- bb) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated

organization, joint venture, governmental body or agency, or any other entity;

- cc) **"Plan"** means any plan to be filed by ResidualCo 2 pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- dd) **"Former Debtor"** means 13517985 Canada Inc. (d.b.a. "Wholesale Express");
- ee) **"Proof of Claim"** means the form of proof of claim being substantially in the form of Schedule "C" hereto;
- ff) **"Proven Claim"** means the amount of a Claim which has been finally determined for voting and distributing purposes in accordance with this Claims Process;
- gg) **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- hh) **"ResidualCo 1"** means 15695724 Canada Inc.;
- ii) **"ResidualCo 2"** means 15695651 Canada Inc.;
- jj) **"Restructuring Claim"** means any right by any Person against the Former Debtor or the Current Debtors in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who received a disclaimer notice from the debtors pursuant to section 32 of the CCAA;
- kk) **"RVO"** means the Approval and Reverse Vesting Order issued in these CCAA Proceedings on January 12, 2024;
- ll) **"Schedules"** means Schedules A to C to this Order;
- mm) **"Voting Claim"** of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the Plan and the CCAA.

NOTIFICATION

- [7] **ORDERS** that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than March 1, 2024;
- [8] **ORDERS** that the Monitor shall publish, on or before 5:00 p.m. (Montreal time) on February 26, 2024, on its website at “kpmg.com/ca/wholesaleexpress”, a copy of the Creditors’ List and the Claims Package;
- [9] **ORDERS** that, in addition to the publication referred to in paragraph [7], the Monitor shall send, by regular mail or email, a copy of the Claims Package to each Known Creditor, by no later than 5:00 p.m. on March 1, 2024;

CLAIMS PROCEDURE

- [10] **ORDERS** that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date shall not be entitled to any further notice, shall not be entitled to participate as a Creditor in these proceedings, shall not be entitled to vote on any matter in the CCAA Proceedings, including the Plan, and shall be forever barred from advancing a Claim against the Former Debtor or the Current Debtors or their Directors and Officers or receiving a distribution under the Plan or otherwise in these CCAA Proceedings;
- [11] **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim on or before the Claims Bar Date:
 - a) The Monitor shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable the Monitor shall send the Creditor a Notice of Revision or Disallowance by mail, email, telecopier, courier or other means of electronic communication to the coordinates indicated in the Proof of Claim;
 - b) The Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within fifteen (15) days of the receipt of the Notice of Revision or Disallowance, file an appeal application with the Court and serve a copy of such appeal application to the Monitor;
 - c) Unless otherwise authorized by the Court, if the Creditor does not file an appeal application within the delay provided for in [11]b), above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;
 - d) Where the Creditor appeals from the Notice of Revision or Disallowance, or where the Claim has not been finally determined prior to the date of any Creditors’ Meeting, the Monitor will determine the amount of the Voting Claim, without admission that such quantification is acceptable for distribution purposes;

EVIDENCE THAT CLAIM WAS PAID

- [12] **ORDERS** that, should the Monitor receive evidence satisfactory to it that the Claim of a Creditor was paid in part or in full by a party other than the Former Debtor or the Current Debtors prior to the Determination Date, such Claim shall be reduced or rejected for the purposes of distributions under the Plan;

APPEALS FROM A NOTICE OF REVISION OR DISALLOWANCE

- [13] **ORDERS** that, any appeal of a Notice of Revision or Disallowance shall be heard by this Court;

TRANSFER OF CLAIMS

- [14] **ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Current Debtors shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Current Debtors and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Current Debtors may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Former Debtor or the Current Debtors. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.
- [15] **ORDERS** that if a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Current Debtors and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to

and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor or in accordance with the provisions of this Order.

NOTICES AND COMMUNICATIONS

- [16] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier, or email communication addressed to:

Monitor:

KPMG Inc.

600, boul. De Maisonneuve West, Montréal, Québec,
suite 1500, H3A 0A3

Attention : M. David Malin

Email : dmalin@kpmg.com

With a copy to:

Faksen Martineau DuMoulin S.E.N.C.R.L., s.r.l.

800, square Victoria, Montréal, Québec, suite 3500,
H3C 0B4

Attention : Mtre Luc Béliveau

Mtre Alexander Bayus

Fax : 1-514-397-5293

Email: lbeliveau@fasken.com

abayus@fasken.com

- [17] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Current Debtors shall be sent to the Monitor in accordance with paragraph [16], above;
- [18] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by email, ordinary mail, registered mail, courier or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, email or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

AID AND ASSISTANCE OF OTHER COURTS

- [19] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

GENERAL PROVISIONS

- [20] **ORDERS** that the following Schedules form part of this Claims Process:
- a) Schedule "A": Newspaper Notice;
 - b) Schedule "B": Notice of Revision or Disallowance;
 - c) Schedule "C": Proof of Claim;
- [21] **ORDERS** that the Monitor may make any amendments or modifications that are not material to the Schedules without seeking approval of this Court;
- [22] **ORDERS** that the Monitor is authorized and empowered to exercise all its powers hereunder;
- [23] **ORDERS** that for the purposes of this Order and this Claims Process, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily rate of exchange for exchanging currency to Canadian dollars on the Determination Date;
- [24] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
- [25] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular;
- [26] **ORDERS** that the Monitor may apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order;
- [27] **ORDERS** the provisional execution of this Order notwithstanding appeal;
- [28] **THE WHOLE** without costs.

Louis Joseph
Gouin

Signature numérique
de Louis Joseph Gouin
Date : 2024.02.23
09:59:31 -05'00'

The Honourable Louis J. Gouin S.C.J.

Date(s) of hearing: February 23, 2024

Schedule "A"

Draft Newspaper Notice

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF 15695651 CANADA INC. and 15695724 CANADA INC. (hereinafter collectively referred to as the "Current Debtors")

NOTICE OF DEADLINE (CLAIMS BAR DATE) FOR THE FILING OF CLAIMS

Pursuant to the Order rendered by the Superior Court of Quebec (Commercial Division) on [●] establishing a procedure to identify, adjudicate and bar claims which may have existed against 13517985 Canada Inc. (d.b.a. "Wholesale Express") (the "**Former Debtor**") prior to January 12, 2024, and which are now claims against the Current Debtors and their officers and directors (the "**Claims Process Order**"), notice is hereby given that any Proof of Claim must be filed with and received by the Monitor, at the address set forth below, by no later than 5:00 p.m. Montréal time on March 25, 2024 (the "**Claims Bar Date**")

Any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Claims Process Order, a copy of which can be found on the following website: www.kpmg.com/ca/wholesaleexpress

Pursuant to the Claims Process Order:

Any Creditor who held a Claim against the Former Debtor must file a Proof of Claim form, together with supporting documentation, with the Monitor by no later than the Claims Bar Date, failing which such Claim, whether against the Current Debtors and Former Debtor or the directors and officers of the Current Debtors and Former Debtor, will be extinguished and forever barred.

Further information and Proof of Claim forms can be obtained by contacting the Monitor in writing by mail, fax or e-mail at the coordinates provided below, or from the Monitor's website at the address above.

Creditors must file their Proofs of Claim with the Monitor by mail, courier service, facsimile transmission or e-mail, so that such Proofs of Claim are actually received by the Monitor **by no later than the Claims Bar Date at the following address:**

Monitor:

KPMG Inc.

600, boul. De Maisonneuve West, Montréal, Québec,
bureau 1500, H3A 0A3

Attention : M. David Malin

Email : dmalin@kpmg.com

Montreal, this [●], 2024.

**KPMG Inc.,
Licensed Insolvency Trustee**

In its capacity as the Court appointed Monitor of 15695651 CANADA INC. and
15695724 CANADA INC. and not in its personal capacity.

Schedule “B”

Draft Notice of Revision or Disallowance



KPMG inc.
Tour KPMG
Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3

Téléphone (514) 840-2311 / 1-866-930-4911
Télécopieur (514) 840-2121
Courriel : reclamation@kpmg.ca
www.kpmg.ca

NOTICE OF REVISION OR DISALLOWANCE

(pursuant to the *Companies' Creditors Arrangement Act*)

In the matter of the plan of arrangement of:

15695651 CANADA INC. AND 15695724 CANADA INC.

To : **[Insert name and address of Creditor]**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Claims Process Order issued by the Superior Court of Québec (Commercial Division) on February 14, 2024.

This Notice of Revision or Disallowance is issued pursuant to the Claims Process Order. The Monitor hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed your claim as set out below:

	Claim as filed	Claim allowed
Nature of Claim		
Amount		

Note that if the Claim was in a foreign currency, it has been converted to Canadian dollars at the Bank of Canada daily rate of exchange on the Determination Date.

The Proof of Claim was revised or disallowed for the following reasons :

- 1.
- 2.
- 3.
- 4.

If you disagree with the value of your allowed Claim, as valued by the Monitor in this Notice of Revision or Disallowance and wish to dispute it, you must, within fifteen (15) days of the date hereof, file an appeal application with the Court and serve a copy of such appeal application on the Monitor at the following addresses:

Monitor:

KPMG Inc.

600, boul. De Maisonneuve West, Montréal,
Québec, bureau 1500, H3A 0A3

Attention : M. David Malin

Tour KPMG, Suite 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3
Email : dmalin@kpmg.ca

With a copy to:

Faksen Martineau DuMoulin S.E.N.C.R.L., s.r.l.

800, rue du square Victoria, Montréal, Québec,
bureau 3500, H3C 0B4

Attention : Mtre Luc Béliveau
Mtre Alexander Bayus

Email: lbeliveau@fasken.com
abayus@fasken.com

If you agree with this Notice of Revision or Disallowance and do not dispute it, there is no need to file anything further.

DATED at Montreal, this [●], 2024

KPMG INC., licensed insolvency trustee,

In its capacity as court-appointed Monitor in the matter of the arrangement or compromise of
15695651 Canada Inc. and 15695724 Canada Inc.

David Malin, CPA, CIRP, LIT



KPMG inc.
Tour KPMG
Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3

Téléphone (514) 840-2311 / 1-866-930-4911
Télécopieur (514) 840-2121
Courriel : reclamation@kpmg.ca
www.kpmg.ca

AVIS DE RÉVISION OU DE REJET

(en vertu de la Loi sur les arrangements avec les créanciers des compagnies)

Dans l'affaire du plan d'arrangement de
15695651 CANADA INC. ET 15695724 CANADA INC.

À : [Nom du créancier]

Les termes en majuscules dans le présent avis, et qui s'ont accompagnés de leur équivalent en langue anglaise ont le sens qui est attribué à ce terme dans le ordonnance sur le processus de traitement des réclamations approuvé par le tribunal le [●] février 2024 (l'« **Ordonnance** »), et dont copie est jointe à la présente. Afin de faciliter la lecture, la référence au terme en anglais n'est incluse qu'à la première apparition du terme défini dans le présent document.

Cet Avis de révision ou de rejet (« *Notice of Revision or Disallowance* ») vous est transmis conformément à l'Ordonnance. Le Contrôleur vous avise qu'il a analysé votre Preuve de réclamation (« *Proof of Claim* ») et l'a révisée ou rejeté comme suit :

	Réclamation telle que déposée	Réclamation acceptée
Nature de la réclamation		
Montant		

Si votre réclamation était en devise étrangère, elle a été convertie en dollars canadien selon le taux de change applicable à la Date de détermination (« *Determination Date* »).

La Preuve de réclamation a été rejetée pour les motifs suivants :

- 1.
- 2.
- 3.
- 4.

Si vous êtes en désaccord avec l'évaluation faite par le Contrôleur dans cet Avis de révision ou de rejet et souhaitez la contester, vous devez, dans les quinze (15) jours du présent avis, déposer un appel au dossier de la Cour des Procédures LACC (« *CCAA Proceedings* ») et en notifier une copie au Contrôleur :

Contrôleur: KPMG Inc.

600, boul. De Maisonneuve West, Montréal,
Québec, bureau 1500, H3A 0A3

Attention : M. David Malin

Tour KPMG, Suite 1500

600, boul. De Maisonneuve Ouest

Montréal (Québec) H3A 0A3

Email : dmalin@kpmg.ca

Avec copie à:

Faksen Martineau DuMoulin S.E.N.C.R.L., s.r.l.

800, rue du square Victoria, Montréal, Québec,
bureau 3500, H3C 0B4

Attention : Mtre Luc Béliveau

Mtre Alexander Bayus

Fax : 1-514-397-5293

Email: lbeliveau@fasken.com

abayus@fasken.com

Si vous êtes en accord avec la décision du Contrôleur, aucune autre mesure ne doit être prise.

FAIT à Montréal, ce [●], 2024

KPMG INC., syndic autorisé en insolvabilité,
en sa capacité de Contrôleur nommé par le tribunal dans l'affaire du plan d'arrangement ou de
compromis de 15695651 Canada inc. et 15695724 Canada inc.

David Malin, CPA, PAIR, SAI

Schedule "C"

Form of Proof of Claim



KPMG Inc.
KPMG Tower
Suite 1500
600 de Maisonneuve Blvd. West
Montréal, QC H3A 0A3

Telephone: (514) 840-2311 / 1-866-930-4911
Fax: (514) 840-2121
@: reclamation@kpmg.ca
www.kpmg.ca

PROOF OF CLAIM

(under the *Companies' Creditors Arrangement Act*)

In the matter of the plan of arrangement of

15695651 CANADA INC. AND 15695724 CANADA INC.

Reference is made to the Claims Process Order rendered by the Court on February [•], 2024 (hereinafter the "**Claims Procedure Order**"), a copy of which is available on the Monitor's Website by following this link: www.kpmg.com/ca/wholesaleexpress

All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Claims Procedure Order.

A. Name and address of the Creditor

*(The full legal name of the Creditor should be the legal name of the Creditor of 15695651 Canada Inc. (i.e. ResidualCo 2 and hereafter referred to as the "**Debtor**"), whether or not an assignment of claim, or part thereof, occurred before or after the Determination Date)*

Full legal name of Creditor (*not assignee*):

Representative (*name and title*):

Address:

Telephone number:

Fax number:

Email:

Note: Be advised that all notices or correspondence relating to this Proof of Claim Form will solely be sent to addresses referred to above.

B. Name and address of the assignee (if applicable)

(The full legal name of the assignee if all or part of the Claim has been assigned. If more than one assignee, please attach a schedule containing the required information)

Full legal name of the assignee

Representative (*name and title*):

Address:

Telephone number:

Fax number:

Email:

C. Proof of Claim

I _____ from _____
(name of Creditor) (City and Province)

Certify as follows:

1. I am the Creditor of the Debtor or Representative _____ (title or function) of _____ (name of Creditor or signatory).
2. I have knowledge of all the circumstances connected with the Claim described herein.
3. At the Determination Date, the Creditor had the following Claims to assert. Claims that the Creditor still holds on the day of the signature of the present Proof of Claim:
(Check and complete appropriate category)

Total amount of the claim against the Debtors: \$ _____
(specify currency)

Please note that other currency than the Canadian dollar will be converted in Canadian dollars at the Determination Date.
Ex. US\$1 = CA\$1.33 (exchange rate as of December 20, 2023).

D. Nature of Claim

(Check all that applies)

☐ **1- SECURED CLAIM IN THE AMOUNT OF:** \$ _____

In respect of the Claim, **the Creditor holds the following securities**, copy of the constitutive acts being annexed to the present Proof of Claim as **Schedule B**

Scope of the hypothec	Registration number in the RPMRR or the land registry	Mortgage amount	Inscription date of the hypothec

☐ **2- UNSECURED CLAIM IN THE AMOUNT OF:** \$ _____

In respect of the Claim, **the Creditor does not hold any security** on the assets of the Debtor.
(Check what applies)

☐ For the amount of \$ _____, the **Creditor asserts the right to a higher rank** according to Article 136 of the *Bankruptcy and Insolvency Act* (Indicate on a schedule to be attached the particulars supporting the priority Claim.)

☐ For the amount of \$ _____, the **Creditor does not assert any higher rank**.

☐ **3- RESTRUCTURING CLAIM IN THE AMOUNT OF:** \$ _____

☐ **4- CLAIM AGAINST THE DIRECTORS AND OFFICERS IN THE AMOUNT OF:** \$ _____

Description of Claim	Amount
	\$ _____

	\$
	\$

E. Filing of Claim

This Proof of Claim is submitted in accordance with the Claims Procedure Order. By signing the present Proof of Claim, the Creditor acknowledges (i) having reviewed the Claims Procedure Order, (ii) that the present Proof of Claim is subject to the Claims Procedure Order and will be treated accordingly, and (iii) that the present Proof of Claims describes adequately and fully all Claims he has to assert.

All Proofs of Claims must be received by the Monitor at the latest at the Claims Bar Date, which is **5:00 p.m. EST on March 25, 2024**.

THE CLAIMS THAT ARE NOT RECEIVED AT THE LATEST ON THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED. YOU WILL NOT BE FURTHER NOTIFIED.

This Proof of Claim must be sent by email, fax, mail, registered mail or by courier at the following coordinates:

KPMG Inc.
In its capacity of Monitor named by the Court for
15695651 Canada inc. et 15695724 Canada inc.

KPMG Tower, Suite 1500
600, de Maisonneuve Blvd. West
Montréal, QC H3A 0A3
Fax: (514) 840-2121
Email: 

Signed in _____, this _____ day of _____ 20____

(signature and name of witness)

(signature of Creditor who is an individual)

- or -

(name of Creditor who is a legal person)

(signature and name of witness)

(signature, name and title or function of representative)



KPMG inc.
Tour KPMG
Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3

Téléphone (514) 840-2311 / 1-866-930-4911
Télécopieur (514) 840-2121
Courriel : reclamation@kpmg.ca
www.kpmg.ca

PREUVE DE RÉCLAMATION

(en vertu de la Loi sur les arrangements avec les créanciers des compagnies)

Dans l'affaire du plan d'arrangement de 15695651 CANADA INC. ET 15695724 CANADA INC.

Référence est faite à l'ordonnance relative au traitement des réclamations rendue par la Cour le 23 février 2024 (ci-après l'« **Ordonnance de réclamations** ») et dont la copie (en anglais seulement) est disponible sur le site Internet du Contrôleur au lien suivant : www.kpmg.com/ca/wholesaleexpress

Les termes en majuscule accompagnés d'une référence au terme en langue anglaise et non définis autrement aux termes du présent document ont le sens attribué à ces termes en Anglais dans l'Ordonnance de Réclamations. Afin de faciliter la lecture, la référence au terme en anglais n'est incluse qu'à la première apparition du terme défini dans le présent document.

A. **Nom et adresse du Créancier (« Creditor »)**

(Le nom légal complet du Créancier devrait être le nom du créancier initial de la Débitrice (« ResidualCo 2 »), peu importe si une cession de la Réclamation (« Claim »), ou une partie de celle-ci, est survenue avant ou après la Date de Détermination (« Determination Date »))

Nom légal complet du Créancier (pas le cessionnaire) : _____

À l'attention de (nom et titre) : _____

Adresse : _____

Téléphone : _____

Télécopie : _____

Courriel : _____

Note : Veuillez noter que tout avis ou correspondance en lien avec cette Preuve de réclamation (« Proof of Claim ») ne sera transmise qu'aux coordonnées indiquée dans ci-dessus.

B. **Nom et adresse du cessionnaire (si applicable)**

(Le nom légal complet du cessionnaire si la totalité ou une partie de la Réclamation a été cédée. S'il y a plus d'un cessionnaire, veuillez annexer une feuille contenant les informations requises.)

Nom légal complet du cessionnaire : _____

À l'attention de (nom et titre) : _____

Adresse : _____

Téléphone : _____

Télécopie : _____

Courriel : _____

C. Preuve de Réclamation

Je _____ de _____
(nom du Créancier) (Ville et Province)

certifie ce qui suit :

1. Je suis le Créancier de la Débitrice ou je suis _____ (poste ou fonction) de _____ (nom du Créancier ou signataire).
2. Je suis au courant de toutes les circonstances entourant la Réclamation visée par la présente Preuve de réclamation.
3. À la Date de Détermination, le Créancier avait la Réclamation suivante à faire valoir. Réclamation que le Créancier a toujours en date de la signature de la présente Preuve de réclamation.
(Cochez ce qui s'applique)

Réclamation totale à l'encontre de la Débitrice au montant de : _____
(préciser la devise)

Veuillez prendre note que les devises seront converties en dollars canadiens à la Date de Détermination.
Ex. : 1 \$ US = 1,33\$ CA (taux de change au 20 décembre 2023)

D. Nature de la Réclamation

(Cochez ce qui s'applique)

☐ **1 - RECLAMATION GARANTIE AU MONTANT DE :** _____ \$

En ce qui a trait à la Réclamation, le Créancier est titulaire des sûretés suivantes, copie des actes constitutifs étant jointe à la présente Preuve de réclamation comme **Annexe B**.

Objet de l'hypothèque	N° d'inscription au RDPRM ou au registre foncier	Montant de l'hypothèque	Date d'inscription de l'hypothèque

☐ **2 - RÉCLAMATION NON GARANTIE AU MONTANT DE :** _____ \$

En ce qui a trait à la Réclamation, le Créancier n'est titulaire d'aucune sûreté portant sur les actifs de la Débitrice. (Cochez ce qui s'applique)

☐ Pour le montant de _____ \$, le Créancier **revendique le droit à un rang prioritaire** en vertu de l'article 136 de la *Loi sur la faillite et l'insolvabilité* (Indiquez sur une feuille annexée les renseignements à l'appui de la Réclamation prioritaire.)

☐ Pour le montant de _____ \$, le Créancier **ne revendique aucun droit à un rang prioritaire**.

☐ **3 - RÉCLAMATION RELIÉE À LA RESTRUCTURATION AU MONTANT DE :** _____ \$

☐ **4 - RÉCLAMATION CONTRE LES DIRIGEANTS ET LES ADMINISTRATEURS AU MONTANT DE :** _____ \$

Description de la Réclamation	Montant

	\$
	\$
	\$

E. Dépôt de la Réclamation

La présente Preuve de réclamation est soumise conformément à l'Ordonnance de réclamations. En signant la présente Preuve de réclamation, le Créancier reconnaît (i) avoir pris connaissance de l'Ordonnance de réclamations, (ii) que la présente Preuve de réclamation est assujettie et sera traitée conformément à l'Ordonnance de réclamations, et (iii) que la présente Preuve de réclamation décrit adéquatement et complètement toute Réclamation qu'il a à faire valoir.

Toutes les Preuves de réclamation doivent être reçues par le Contrôleur au plus tard à la Date limite de dépôt des réclamations (le « *Claims Bar Date* ») soit **à 17 h (heure de Montréal)**.

LES RÉCLAMATIONS QUI NE SONT PAS REÇUES AU PLUS TARD À LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS SERONT IRRECEVABLES ET DÉFINITIVEMENT ÉTEINTES. VOUS NE RECEVREZ AUCUN AUTRE AVIS.

La présente Preuve de réclamation doit être transmise par courriel, télécopieur, la poste, courrier recommandé ou messagerie aux coordonnées suivantes :

KPMG inc.
En sa qualité de contrôleur nommé par le tribunal de
15695651 Canada inc. et 15695724 Canada inc.

Tour KPMG, Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3
Télécopieur : (514) 840-2121
Courriel : kpmg@kpmg.ca

Fait à _____, ce _____ jour de _____ 20_____

(signature et nom du témoin)

(signature du Créancier qui est un individu)

- ou -

(nom du Créancier qui est une personne morale)

(signature et nom du témoin)

(signature, nom et poste ou fonction du représentant)