

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Commercial Division)

N°: 500-11-057549-194

IN THE MATTER OF THE PLAN OF COMPROMISE
OR ARRANGEMENT OF:

9227-1584 QUÉBEC INC.

and

9336-9262 QUÉBEC INC.

Debtors

and

KPMG INC.

Monitor

and

110302 CANADA INC.

and

ARTHUR H. STECKLER

Applicants/Plan Sponsors

and

9325-7277 QUÉBEC INC.

Mise en cause

**AMENDED APPLICATION FOR THE ISSUANCE OF A SANCTION ORDER AND FOR THE
HOMOLOGATION OF A TRANSACTION**

(sections 6, 9 and 11 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"), articles 2631 *et seq.* of the Civil Code of Quebec, and articles 527, 528 of the *Code of Civil Procedure*)

**TO THE HONOURABLE PHILIPPE BÉLANGER, J.S.C., SITTING IN AND FOR THE COMMERCIAL
DIVISION IN THE JUDICIAL DISTRICT OF MONTRÉAL, THE APPLICANTS RESPECTFULLY SUBMIT
AS FOLLOWS:**

I. ORDER SOUGHT

1. By the present application (the "**Application**"), the Applicants 110302 Canada inc. ("**110302**") and Mr. Arthur H. Steckler ("**Mr. Steckler**", together with 110302 the "**Applicants**" or the "**Plan Sponsors**") seek the issuance of an order (the "**Sanction Order**"):

(a) Sanctioning the Amended Plan of Compromise and Arrangement filed by the Applicants (the "**Steckler Plan**") with respect only to the Debtor 9227-1584 Québec inc. ("**9227**" or the

“**Company**”) under the CCAA, and authorizing the Monitor to undertake the transactions contemplated by the Plan; and

- (b) Homologating and ratifying a Transaction Agreement (as defined below) concluded between various stakeholders of the Company, acting through the Monitor, including, *inter alia*, the Applicants, the Pessoa Group, and the Nadon Group, the whole as more fully set forth below.

the whole in accordance with the terms of the draft order communicated as **Exhibit R-1**.

2. It is envisaged at this time that the other Debtor, 9336-9262 Québec Inc., (“**9336**”), with the consent of the Monitor, will exit the CCAA through [...] the implementation the Transaction Agreement [...]. The Plan and the order sought herein do not affect the rights of the creditors of 9336.
3. The capitalized terms not otherwise defined in this Application have the meaning ascribed to them in the Steckler Plan, communicated as **Exhibit R-2**.

II. PROCEDURAL BACKGROUND – OVERVIEW OF THE CCAA PROCEEDINGS

4. Additional background as to the history between the parties, the corporate structure and other factors leading to the insolvency of 9227 are more fully chronicled in the *Originating Motion for the Appointment of an Administrative Agent and Manager and for the Issuance of Other Orders for Redress* filed on or around October 8, 2019 in the Court file bearing number 500-11-057283-190, communicated as **Exhibit R-3** (the “**Originating Motion**”), which Originating Motion was granted as per its conclusions by the Honourable Justice Castonguay, J.S.C., on October 8, 2019, a copy of which is communicated *en liasse* with Exhibit R-3.
5. On October 22, 2019, this Court, per the Honourable Peter Kalichman, J.S.C. (as he then was), issued an Initial Order pursuant to the CCAA (as rectified on November 25, 2019, amended and restated on December 22, 2019 and January 20, 2020, and corrected on March 20, 2020, the “**Initial Order**”), as appears from the Court record herein.
6. Pursuant to the Initial Order, KPMG was appointed Monitor of both 9227 and 9336, the whole as appears from the Court record herein.
7. On January 30, 2020, this Court authorized 9227 to borrow from Caisse Desjardins de Terrebonne (the “**Caisse**”) up to \$3.3 million (the “**DIP Loan**”) on an interim basis secured by a superiority charge of \$5 million (the “**DIP Charge**”) as appears from the Court record.
8. On May 21, 2020, this Court issued a Claims Procedure Order, *inter alia*, approving a claims procedure for the filing, review, termination and adjudication of claims against the Debtors and their respective directors and officers (the “**Claims Procedural Order**”), as appears from the Court record.
9. On August 11, 2020, the Monitor, on behalf of 9227 and pursuant to its powers under the Initial Order, filed a motion for declaratory judgment, safeguard order, and Paulian action, wherein, the Monitor seeks the nullity of various transactions concluded between, on the one hand, Mr. Marc-André Nadon (“**Mr. Nadon**”) and his companies (including 9325-7277 Québec Inc. and 9345-7406 Québec Inc.), and, on the other hand, certain entities under the direction or control of Mr. Jean Pessoa, a business associate of Mr. Nadon, namely 9361-4048 Québec Inc. (“**JMJ**”

- Immobilier**”), 9344-8181 Québec Inc. (“**PUC**”) and 9173-5670 Québec Inc., and that certain assets, including share capital and moneys, be repatriated into the patrimony of 9227 (“**Motion for Declaratory Judgment**”), which proceedings are contested and pending.
10. On August 28, 2020, the Monitor, on behalf of 9227 and pursuant to its powers under the Initial Order, filed a Motion for Directions in respect of the interpretation to be made of certain contracts concluded with PUC, including in respect of contracts affecting the Disclaimed Lots, wherein the Monitor is seeking, *inter alia*, a declaration that PUC is indebted towards 9227 in the approximate amount of \$490,130, plus interest at the rate of 4% per annum (the “**Motion for Directions**”), which proceedings are contested and pending.
 11. On September 4, 2020, the Monitor, on behalf of 9227 and pursuant to its powers under the Initial Order, filed a motion for payment of overdue rent and in respect of other rights and obligations relating to contract of lease entered into with Groupe XPansion Inc., an entity also under the direction or control of Mr. Jean Pessoa, wherein the Monitor, on behalf of 9227, is claiming the payment of the approximate sum of \$648,097 (the “**Motion for Unpaid Rent**”, and, together with the Motion for Declaratory Judgment and the Motion for Directions, the “**9227 Retained Claims**”), which proceedings are contested and pending.
 12. On November 2, 2020 the Monitor issued a Notice of Disclaimer pursuant to subsection 32(1) CCAA (“**Notice of Disclaimer**”) in respect of a certain offer to purchase entered into on or around August 17, 2016 (the “**Disclaimed Offer to Purchase**”), between 9227, on one hand, and PUC, on the other hand, in respect of lots 6 073 693 (Lot L), 6 073 665 (Lot J), and 6 073 694 (Lot M), (collectively, the “**Disclaimed Lots**”).
 13. On or around November 26, 2020, PUC filed a contestation of the Monitor’s Notice of Disclaimer in respect of the Disclaimed Offer to Purchase, and on January 27, 2021, filed an amended contestation (the “**Disclaimer Contestation**” and, together with the Partition Motion, the “**Outstanding Litigation**”). These proceedings are contested and pending.
 14. On March 25, 2021, the Applicants filed the Steckler Plan, which was restated on March 31, 2021, and later amended on April 30, 2021.
 15. On March 31, 2021, this Court (per the Honourable Peter Kalichman, J.S.C., as he then was), approved the Steckler Plan for filing and for purposes of submitting it to a vote at the Creditors’ Meeting. At the March 31, 2021 hearing, Justice Kalichman announced that the Court planned to proceed on the matters of the Outstanding Litigation and the 9227 Retained Claims this summer (i.e. June through August 2021).
 16. On or around April 9, 2021, seemingly by way of offering to settle solely the Partition Motion, 9325 communicated a “with prejudice” offer to 110302, by which it offered, *inter alia*, to sell and assign “all of the rights, actions, interests and titles in the Square Candiac Project” to 110302 in consideration of the payment by 110302 of the sum of \$3,000,000 to 9325, as appears from the correspondence from Me Cleroux to Me Sorek dated April 9, 2021, **Exhibit R-4**.
 17. On April 13, 2021, this Court rendered a decision in respect of the Motion for Declaratory Judgment, the Motion for Directions and the Motion for Unpaid Rent filed by the Monitor, dismissing the Motions of the Pessoa-Nadon Group, which sought to (i) stay / suspend the litigation pertaining to the 9227 Retained Claims and the Notice of Disclaimer, or, alternatively, (ii) split those proceedings

and extract them from these CCAA Proceedings. In effect, as contemplated at the hearing of March 31, 2021, Justice Kalichman ordered that the Monitor's investigation into the affairs of the Pessoa-Nadon Group may continue, allowed the prosecution of the 9227 Retained Claims, and allowed the continuation of the Disclaimer Contestation.

18. On April 15, 2021, the Nadon Group filed a *Motion to Authorize the Filing of a Plan* (the "**Nadon Application**"), to which was annexed a purported plan of compromising arrangement (the "**Nadon Plan**"), as appears from the Court record. The Nadon Plan was later amended on May 12, 2021.
19. On April 21, 2021, this Court accepted the Nadon Plan for filing (the Steckler Plan and the Nadon Plan being collectively referred to as the "**Plans**"), as appears from the minutes of the hearing held and decision rendered on April 21, 2021, **Exhibit R-5**;
20. On April 28, 2021, this Court issued the Plan Filing and Creditor's Meeting Procedure Order, which order was rectified on April 29, 2021, as appears from the minutes of the hearing and decision, **Exhibit R-6, en liasse**.
21. On May 12, 2021, the Monitor held the Meeting of Creditors virtually (by videoconference) for the purpose of voting on the Plans.
- 21.1 On May 21, 2021, the Applicants filed an Application for the Issuance of Sanction Order in respect of the Steckler Plan approved by the Creditors, the whole as appears from the Court record herein.
- 21.2 On June 10, 2021, the Court announced that the proof and hearing in respect of the Outstanding Litigation and on Sponsors' Application for the Issuance of a Sanction Order in respect of the present Plan will be held from August 23 to 27, 2021;
- 21.3 The Application for the Issuance of a Sanction Order, the Partition Motion, the Motion for Directions, the Motion for Unpaid Rent, the Motion for Directions, the Motion for Declaratory Judgment and the Notice of Disclaimer were all the subject of contestations, either by the Pessoa Group or the Nadon Group, or both;
- 21.4 On June 23, 2021, in the context of a new version of the Plan which the Applicants proposed to amend, the Sponsors issued a "with prejudice" offer to the Pessoa-Nadon Group (the "Pessoa-Nadon Offer"), by which the Sponsors offered, subject to the Monitor's approval, to support a framework within which the Sponsors' Contribution would be partially funded through, and that all litigation, including the 9227 Retained Claims and the Outstanding Litigation, be resolved through, a global and definitive transaction (as more fully defined herein, the "Pessoa-Nadon Transaction") involving the sale and transfer of all of the Lots to the Pessoa-Nadon Group subject to certain key terms and conditions which the Pessoa-Nadon Group itself endorsed and advocated for in the Nadon Plan. The goal of the Pessoa-Nadon Offer was to create an option that would enable the Company to expedite the distributions contemplated in the Steckler Plan, while also resolving all litigation, which would further facilitate (i) the Company's rapid emergence from these CCAA Proceedings and (ii) the expeditions conclusion and termination of these CCAA Proceedings.
- 21.5 On June 30, 2021, further to subsequent negotiations between the Company, acting through the Monitor, the Sponsors and the Pessoa-Nadon Group, a settlement (transaction) agreement was concluded by and between the aforementioned parties. Messrs Pessoa, Nadon and Steckler also intervened in their respective personal capacities for the purposes of the said transaction

agreement, a redacted copy of which is communicated herewith as **Exhibit R- 8** (the “**Transaction Agreement**”), and an un-redacted copy of which will be filed under seal of confidentiality into the Court record.

III. **THE STECKLER PLAN OF COMPROMISE OR ARRANGEMENT**

22. The Applicants, with the assistance of its advisors and in consultation with the Monitor, developed the Steckler Plan (Exhibit R-2), for which it has obtained a firm financing commitment from a reputable lender, and which provides, *inter alia*, for:

- (a) the settlement and prompt payment of all of the Affected Claims as finally determined by the Monitor for voting and distribution purposes. Under the Steckler Plan, all creditors will be paid 100% of their Provable Claims. In addition, the proceeds of the 9227 Retained Claims (after payment of fees and costs) will be applied to the payment of 100% of Eligible Interest;
- (b) an efficient, fair and reasonable resolution to the Partition Process and the 9227 Retained Claims and enables 9227 to proceed with the development of the Square Candiac Project, after having paid off all Affected Creditors, while ensuring that 9227 can emerge rapidly and efficiently from the CCAA Proceedings; and
- (c) the resolution of the CCAA proceedings with certainty and finality, and in a manner that fairly addresses and balances the varying interests of all stakeholders.

23. [...]

24. The Re-Amended Steckler Plan, and/or the negotiated Pessoa-Nadon Offer, as the case may be, in the spirit of continuing to attempt to find business solutions to resolve all outstanding issues and accelerate the Plan Implementation, offered an expedited alternative to the satisfaction of conditions precedent pertaining to the Steckler Plan, namely that [...]:

- (i) [...] if the Pessoa-Nadon Offer were to be **accepted** and the Acquisition contemplated therein closed within a certain delay, the full amount of the Secured Claims (including the DIP Loan) and the Affected Claims would be discharged and fully paid within days of the closing of the said Acquisition. In addition, this would entail the settlement of all outstanding issues pursuant to the terms agreed upon by the parties, along with mutual and reciprocal releases by and between all parties; and
- (ii) [...] if the Pessoa-Nadon Offer were to be **accepted** but the Acquisition contemplated therein **not completed** (by reason of a failure or refusal on the part of the Pessoa-Nadon Group), all of the Affected Claims and Secured Claims (including the DIP Loan) would be paid in full regardless, by no later than September 30, 2021. In addition, such failure or omission to pass title would trigger the discontinuance of the Disclaimer Contestation and the settlement of all Outstanding Litigation as well as the Partition Motion under terms agreed upon by the parties, along with mutual and reciprocal releases by and between all parties;
- (iii) if the Pessoa-Nadon Offer were to be **accepted** but the Acquisition contemplated therein **not completed** (by reason of a failure or refusal on the part of the

Company), all of the Affected Claims and Secured Claims (including the DIP Loan) would be paid in full regardless, by no later than September 30, 2021.

- (iv) If the Pessoa-Nadon Offer were to be **declined**, all of the Affected Claims and Secured Claims (including the DIP Loan) would be paid in full regardless, by no later than September 30, 2021, the parties would in the same situation and the parties would proceed with the adjudication of the Outstanding Litigation;

25. [...].

26. [...] Following negotiations to modify certain terms of the Pessoa-Nadon Offer, the parties came to an agreement, leading to the Transaction Agreement, Exhibit R-8, which is also Annexe B to the Re-Amended Steckler Plan.

27. [...] Accordingly, the Pessoa-Nadon Group essentially accepted the Pessoa-Nadon Offer and have undertaken to acquire all of the Lots (as such term is defined in the Pessoa-Nadon Offer) of the Square Candiac Project, in consideration of the terms, conditions and undertakings of the Transaction Agreement, including the payment of a purchase price which shall remain confidential.

28. [...] The Acquisition must close no later than September 9, 2021 (the "Acquisition Closing Date"). Time is of the essence, such that in the event that the Pessoa-Nadon Group does not close on the Acquisition Closing Date, the Disclaimer Contestation will be deemed discontinued, and all litigation and claims by and between the parties, including the Outstanding Litigation and the 9227 Retained Claims will be deemed discontinued and settled. The Company, through the Sponsors' Contribution, will then be able to proceed with the payments contemplated in the Plan, which payments must be made by September 30, 2021.

28.1 The only scenario under which releases will not be triggered is if the Acquisition does not close by reason of a refusal by the Company to do so, in which case the parties revert to the status quo ante. In such a case, the Outstanding Litigation and the 9227 Retained Claims will have to be adjudicated.

28.2 However, in the Applicant's estimation, this scenario is extremely improbable: the Company acts through the Monitor by virtue of the extended authority granted to it under the Initial Order, and assuming that the Pessoa-Nadon Group fulfill its obligations pursuant to the Transaction Agreement (i.e. payment of the full purchase price no later than the Acquisition Closing Date), the Monitor has advised that it has every intention to proceed with the transaction, and that it sees no reason why it cannot be concluded.

29. Following the creditors' overwhelming approval of the Steckler Plan as set out below, it is now crucial that this Court assist the Monitor and all affected parties in scheduling hearings for the adjudication of the Disclaimer Contestation, the 9227 Retained Claims, and the Partition Motion, in order to implement the Steckler Plan as rapidly as the Court's schedule permits.

IV. THE MEETING OF CREDITORS – CREDITORS OVERWHELMINGLY APPROVE THE STECKLER PLAN

30. In accordance with the Meeting Order, the Monitor published and gave the requisite notices in order to convene and hold the Meeting on May 12, 2021.

31. Additionally, in accordance with the Meeting Order, the Monitor sent, by email, a copy of the Meeting Materials to all Affected Creditors.
32. The Monitor's Report on the Plan was communicated to the Affected Creditors together with the Meeting Materials.
33. The Plans and bilingual versions of the Meeting Materials were made available on the Monitor's Website, in accordance with the Meeting Order.
34. In accordance with the foregoing notices, the Creditors' Meeting was convened and held on May 12, 2021, at 1:00 p.m., by videoconference.
35. A total of 18 Affected Creditors were present at the Creditors' Meeting in person or by proxy.
36. At the Creditors' Meeting, the provisions of both the Steckler Plan and the Nadon Plan were summarized and explained by representatives of the Applicants and by Mr. Nadon to the Affected Creditors, and the Monitor tabulated the results of the vote on both Plans by the Affected Creditors.
37. The results of the vote are as follows, as appears from the vote tally prepared by the Monitor, **Exhibit R-7**:
 - (a) **95%** in value (\$3 837 459 out of \$4 060 577) of the Proofs of Claim of the Affected Creditors present at the Creditors' Meeting (in person or by proxy) **voted to approve the Steckler Plan**;
 - (b) **76%** (13 out of 17) of the Affected Creditors present at the Creditors' Meeting (in person or by proxy) **voted to approve the Steckler Plan**;
 - (c) **78%** of the Affected Creditors who were eligible to vote on the **Nadon Plan** and who were present at the Creditors' Meeting (in person or by proxy) **voted against the Nadon Plan**; and
 - (d) **3% in value** (\$223 127 out of \$6 540 647) of the Proofs of Claim of the Affected Creditors present at the Creditors' Meeting (in person or by proxy) **voted in favour of the Nadon Plan**.¹
38. Accordingly, the Steckler Plan was approved by the Required Majority of the Affected Creditors at the Creditors' Meeting.
- 38.1 It should be noted that, pursuant to the terms of the Transaction Agreement, the Pessoa-Nadon Group and the Steckler Group explicitly reserved their rights—subject to the implementation of the Transaction and application of ensuing releases—with respect to the allegations and/or recitals contained in the various proceedings filed in Superior Court, including in the Steckler Plan.

¹ It should be noted that in its Proxy and Voting Form, PUC initially classified itself as a "related party" in respect of the Nadon Group, within the meaning and for the purposes of s.4 BIA and ss. 2 and 22(3) CCAA. However, on the day prior to the Creditor's Meeting, PUC reversed course and asked the Monitor to disregard said designation by considering it as being at arms' length with the Nadon Group.

V. APPROVAL AND SANCTION OF THE STECKLER PLAN

39. Considering the above, the Applicants respectfully submit that the Steckler Plan should be sanctioned by this Court as soon as possible.
40. Since the issuance of the Initial Order, 9227 and the Applicants/Sponsors have acted, and continue to act, in good faith and with due diligence. At all times, 9227 and the Applicants/Sponsors have complied with all statutory requirements and strictly adhered to orders of the Court.
41. Additionally, throughout these proceedings, the Monitor has filed reports with the Court to provide regular updates with respect to these proceedings and the efforts of 9227 to emerge from the CCAA Proceedings. At all times, the Applicants have cooperated with the Monitor with respect to access to information requests and internal resources required for the Monitor to fulfill its duties.
42. The Applicants also respectfully submit that the Steckler Plan is fair and reasonable, as reflected by the overwhelming vote of the Affected Creditors in favour of the Steckler Plan and by its support from the Monitor.

VI. APPROVAL AND HOMOLOGATION OF THE TRANSACTION AGREEMENT

43. The Transaction Agreement is a transaction within the meaning of articles 2631 et seq. of the Civil Code of Quebec.
44. The Transaction Agreement is an essential feature of the Steckler Plan; its execution, regardless of how it is implemented, will lead to the expedited payment of the Affected Claims and the Secured Claims (as compared to the initial Steckler Plan).
45. The homologation and ratification by the CCAA Court of the Transaction Agreement is an essential condition of the Transaction Agreement's opposability and validity, and is an essential condition of the implementation of the Steckler Plan.
46. With respect to the projected settlement of the Partition Motion, it is important to note that the Steckler Group and the Nadon Group have agreed to [...] forego the amendment of the Partition Motion and subsequent filing of a confession to judgment as a means of formalizing the payment of the Nadon Credit as consideration for the termination of the indivision and buyout of 9325. Instead, the order to be rendered herein will constitute the homologation of the relevant parties' agreement to settle the Partition Motion pursuant to the terms of the Transaction Agreement. After satisfaction of the conditions subsequent of the Transaction Agreement, the parties will mutually file a discontinuance of suit, without costs, in the court files bearing docket numbers 500-17-109853-195 and 500-11-057518-199.
47. Subject to the performance of the obligations and undertakings contained therein, the Transaction Agreement provides that all of the claims, assertions, lawsuits, proceedings, contestations, reproaches, demands and other forms of litigation or sources of contention will be released, discharged, and settled definitively. The releases contemplated therein are irrevocable, mutual and reciprocal.
48. Indeed, the order to be rendered pursuant to the present Application will provide the necessary ratification of an essential feature of the Transaction Agreement, namely the agreement of the

parties on the settlement of the Partition Motion, the Disclaimer Contestation and the 9227 Retained Claims.

49. The Transaction Agreement and its definitive settlement of all issues between the Company, the Pessoa-Nadon Group and the Steckler Group constitutes an ideal outcome for the Company's creditors as it allows the Company to discharge all of its debt and settle all claims affecting the Company's restructuring in an efficient and expedited manner.
50. It is in the interests of justice, of the Applicants, of the Company and of its stakeholders that the Transaction Agreement be homologated by this Court.

WHEREFORE, MAY IT PLEASE THIS COURT TO:

GRANT the present Application;

ISSUE an order substantially in the form of the draft Order communicated in support of the Application as Exhibit R-1;

WITHOUT COSTS, save and except in case of contestation.

Montréal, July 12, 2021



DENTONS CANADA LLP

Attorneys for the Applicants, 110302 Canada Inc.
and Arthur H. Steckler

Me Ari Y. Sorek

Me Charlotte Dion

ari.sorek@dentons.com

charlotte.dion@dentons.com

1 Place Ville Marie, Suite 3900

Montréal QC H3B 4M7

Telephone: 514 878 8883 / 514 878 8816

Fax: 514 866 2241

Our reference: 579544-1

SWORN STATEMENT

I, the undersigned, **MONTY STECKLER**, lawyer and businessman, domiciled for purposes hereof at 4360 Chemin de la Côte-de-Liesse, Suite 200, in the City of Mount-Royal, District of Montreal, Province of Quebec, H4N 2P7, solemnly declare as follows:

1. I am one of the Applicants and a duly authorized representative of 110302 Canada Inc.;
2. All facts alleged in the present *Amended Application for the Issuance of a Sanction Order and for the Homologation of a Transaction* are true.

AND I HAVE SIGNED:



MONTY STECKLER

SOLEMNLY DECLARED before me by Zoom Videoconference. The Affiant is located in the City of Montréal, Province of Quebec, and the commissioner of oaths is located in the city of Verdun, Province of Quebec, this 12th day of July 2021.



Dimitri Ghneim #226218
Commissioner for oaths for the Province of Québec



NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the present *Application for the Issuance of a Sanction Order* will be presented for adjudication **virtually** before the Honourable Philippe Bélanger, J.S.C., of the Superior Court, sitting in commercial division for the district of Montréal on **July 13, 2021 in room 16.12 at 9:00 a.m.**

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|--------------|--|
| 16.12 | <p><u>Rejoindre la réunion Microsoft Teams</u></p> <p><u>+1 581-319-2194</u> Canada, Québec (Numéro payant) <u>(833) 450-1741</u> Canada (Numéro gratuit) ID de conférence : 559 596 749#</p> <p><u>Numéros locaux</u> <u>Réinitialiser le code confidentiel</u> <u>En savoir plus sur Teams</u> <u>Options de réunion</u></p> <p>Rejoindre à l'aide d'un dispositif de vidéoconférence <u>teams@teams.justice.gouv.qc.ca</u> ID de la conférence VTC : 1158898292 <u>Autres instructions relatives à la numérotation VTC</u></p> |
|--------------|--|

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, July 12, 2021

Dentons Canada LLP

DENTONS CANADA LLP

Attorneys for the Applicants, 110302 Canada Inc. and Arthur H. Steckler

Me Ari Y. Sorek

Me Charlotte Dion

ari.sorek@dentons.com

charlotte.dion@dentons.com

1 Place Ville Marie, Suite 3900

Montréal QC H3B 4M7

Telephone: 514 878 8883 / 514 878 8816

Fax: 514 866 2241

Our reference: 579544-1

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Commercial Division)

N°: 500-11-057549-194

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9325-7277 QUÉBEC INC.

Mise en cause

LIST OF EXHIBITS IN SUPPORT OF APPLICANT'S
APPLICATION FOR THE ISSUANCE OF A SANCTION ORDER

| | |
|---------------------|---|
| Exhibit R-1: | Draft Order; |
| Exhibit R-2: | Steckler Plan; |
| Exhibit R-3: | <i>Originating Motion for the Appointment of an Administrative Agent and Manager and for the Issuance of Other Orders for Redress</i> filed on or around October 8, 2019 in the Court file bearing number 500-11-057283-190, and ensuing Order of the Honourable Justice Castonguay, J.S.C., on October 8, 2019, <i>en liasse</i> ; |
| Exhibit R-4: | Correspondence from Me Cleroux to Me Sorek dated April 9, 2021; |

| | |
|---------------------|---|
| Exhibit R-5: | Minutes of the hearing held and decision rendered on April 21, 2021; |
| Exhibit R-6: | Minutes of the hearing held and decision rendered on April 28, 2021 and rectified on April 29, 2021, <i>en liasse</i> ; |
| Exhibit R-7: | Monitor's vote tally at Creditors' meeting held on May 12, 2021; and |
| Exhibit R-8: | Transaction Agreement dated June 30, 2021 (redacted). |

A copy of these exhibits is available upon request.

Montréal, July 12, 2021

Dentons Canada LLP

DENTONS CANADA LLP

Attorneys for the Applicants, 110302 Canada Inc. and Arthur H. Steckler

Me Ari Y. Sorek

Me Charlotte Dion

ari.sorek@dentons.com

charlotte.dion@dentons.com

1 Place Ville Marie, Suite 3900

Montréal QC H3B 4M7

Telephone: 514 878 8883 / 514 878 8816

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No. 500-11-057549-194

SUPERIOR COURT (Commercial Division)
DISTRICT OF **MONTRÉAL**

**IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT
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Mise en cause

**APPLICATION FOR A SANCTION ORDER, NOTICE OF
PRESENTATION and LIST OF EXHIBITS**

ORIGINAL

File: 579544-1

大成 DENTONS

Dentons Canada LLP

Me Ari Y. Sorek

1 Place Ville Marie, Suite 3900

Montréal QC H3B 4M7

Tel. : 514 878 8800

Fax : 514 866 2241

ari.sorek@dentons.com / 514 878 8883

dentons.com

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