

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-038490-104

DATE: February 26, 2010

IN THE PRESENCE OF: THE HONOURABLE CHANTAL CORRIVEAU, J.S.C.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED:

CONJUCHEM BIOTECHNOLOGIES INC.

Petitioner

v.

RSM RICHTER INC.

Monitor

INITIAL ORDER

SEEING Petitioner's petition for an initial order pursuant to Sections 11 and seq. of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36, as amended (the "CCAA") and the exhibits, and the affidavit of Mark Perrin filed in support thereof (the "**Petition**"), the consent of RSM Richter Inc. to act as monitor (the "**Monitor**") and the submissions of counsel for Petitioner;

GIVEN THE PROVISIONS OF THE CCAA;

WHEREFORE, THE COURT:

1. GRANTS the Petition.
2. ISSUES an order pursuant to the *Companies' Creditors Arrangement Act* ("CCAA") (the "Order"), divided under the following headings:
 - Definitions;
 - Service;
 - Application of the CCAA;
 - Effective Time;
 - Plan of Arrangement;
 - Stay of Proceedings and Rights against the Petitioner and the Property;
 - Stay of Proceedings against the Directors and Officers;
 - No interference with Rights and Continuation of Services;
 - Non-Derogation of Rights;
 - Possession of Property and Operations;
 - Restructuring;
 - Directors Indemnification and Charge;
 - Powers of the Monitor;
 - Administration Charge;
 - Key Employee Incentive Program ("KEIP") Charge;
 - Priorities and General Provisions Relating to CCAA Charges;

- SI Process; and
- General.

Definitions

3. ORDERS that all capitalized terms not otherwise defined herewith shall have the meaning ascribed to them in the Petition.

Service

4. ORDERS that the time for service of the Petition is hereby abridged and, DISPENSES Conjuchem Biotechnologies Inc. (the “**Petitioner**”) from further service thereof.

5.

Application of the CCAA

6. DECLARES that the Petitioner is a company to which the CCAA applies and it shall enjoy the benefits of the protections and authorizations provided by the Order.

Effective Time

7. DECLARES that the Order is effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order (the “**Effective Time**”).

Plan of Arrangement

8. ORDERS that the Petitioner shall have the authority to file with this Court and submit to its creditors one or more plans of compromise or arrangement under the CCAA (collectively, the “**Plan**”) in accordance with the CCAA.

Stay of Proceedings and Rights against the Petitioner and the Property

9. ORDERS that, until and including March 19, 2010 (the “**Stay Period**”), no right, remedy, enforcement process or proceeding (collectively, the “**Proceedings**”) may be exercised, commenced or continued by anyone, whether a person, firm, partnership, company, corporation, financial institution, trust, bank, stock exchange, joint venture, association, organization, agency, government, administration or any other entity (collectively, “**Persons**” and, individually, a “**Person**”) against or in respect of the Petitioner, or any of the present or future property, assets, sums, rights and undertakings of the Petitioner, of any nature and in any location (including in bank accounts, wherever situated)

(collectively, the “**Property**”), or affecting the Petitioner’s business operations and activities (collectively, the “**Business**”) except with leave of the Court, and all Proceedings already commenced against the Petitioner or any of the Property, are stayed and suspended until the Court authorizes the continuation thereof, the whole subject to subsections 11.1, 34(9) and any other applicable provisions of the CCAA.

10. DECLARES that, to the extent any rights, obligations, time or limitation periods, including, without limitation, to file grievances, relating to the Petitioner 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 or obligations, or 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 Petitioner becomes bankrupt or a receiver within the meaning of paragraph 243(2) of the Bankruptcy and Insolvency Act (Canada) (the “**BIA**”) is appointed in respect of the Petitioner, the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA.

Stay of Proceedings against the Directors and Officers

11. ORDERS that during the Stay Period and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding may be commenced, exercised, proceeded with or enforced against any former, present or future director or officer of the Petitioner, or any person that, under subsection 11.03(3) of the CCAA or by other applicable legislation, is deemed to be a director or an officer of the Petitioner (each, a “**Director**”, and collectively, the “**Directors**”), in respect of any claim against such Director that arose prior to the Effective Time, and that relates to obligations of the Petitioner for which such Director is alleged to be liable (as provided under Section 5.1 of the CCAA) until further order of the Court or until the Plan, if one is filed, is sanctioned by the Court or refused by the creditors or the Court.

No Interference with Rights and Continuation of Services

12. ORDERS that, without limiting the generality of the foregoing but subject to subsections 11.1 and 34(7) of the CCAA, during the Stay Period, all Persons having oral or written agreements, contracts or arrangements, including insurance or similar agreements/instruments with the Petitioner or in connection with any of the Property or the Business, for any subject or purpose:
 - a. are restrained from accelerating, terminating, cancelling, suspending, modifying, refusing to renew or extend on reasonable terms such agreements, contracts or arrangements or the rights of the Petitioner;

- b. are restrained from modifying, suspending or otherwise interfering with the supply of any goods, services or other benefits including, without limitation, any directors' and officers' insurance, any telephone numbers, any form of communication, banking or financial services and any oil, gas, water, steam, electricity or other utility supply; and
 - c. shall continue to perform and observe the terms and conditions contained in such agreements, contracts or arrangements, so long as the Petitioner pays the normal prices or charges for such goods and services received after the date of this Order as such prices or charges become due in accordance with normal payment practices or as may be hereafter negotiated and agreed by Petitioner with the consent of the Monitor, without having to provide any guarantee, security or deposit whether by way of cash, letter of credit, stand-by fees or similar items.
13. ORDERS that no public or private utility may discontinue or seek to discontinue service to any of the Petitioner, without a specific order of this Court, notwithstanding any disagreement with the Petitioner as to the payment terms applicable for services rendered after the date of the present Order.
14. 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 Petitioner with any Person during the Stay Period, whether in an operating account, blocked account, lockbox account or otherwise for itself or for another entity, shall not be frozen, retained, wired, transferred or applied by such Person in reduction or repayment of amounts owing to such Person or others as of the date of this 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 the Petitioner and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into the Petitioner's accounts until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

Non-Derogation of Rights

15. 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 Petitioner shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the date of 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.

Possession of Property and Operations

16. ORDERS that, the Petitioner shall remain in possession of its Property.
17. ORDERS that, the Petitioner shall continue to carry on its operations and financial affairs, including the business and affairs of any Person owned by the Petitioner or in which the Petitioner owns an interest, in a manner consistent with the commercially reasonable preservation thereof.
18. ORDERS that, except as otherwise provided to the contrary herein, the Petitioner shall be entitled to pay all reasonable expenses incurred by them in carrying on the Business in the ordinary course from and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - a. all expenses and capital expenditures reasonably necessary for the preservation of its Property or the Business; and
 - b. payment for goods or services actually delivered or supplied to the Petitioner following the date of this Order.
19. ORDERS that, the Petitioner shall be entitled but not compelled to pay the following expenses incurred prior to this Order, with the prior approval of the Monitor:
 - a) all wages, salaries, management fees, commissions, vacation pay (when due), current service cost pension contributions and other benefits, and reimbursement of expenses (including, without limitation, amounts charged by employees to credit cards) payable to former or current employees, managers or Directors, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - b)
 - c)
 - d)

- e) the reasonable fees and disbursements of any Persons retained or employed by the Petitioner in respect of these proceedings and the Restructuring, at their standard rates and charges.
- 20.
- 21.
22. ORDERS that, except as otherwise provided to the contrary herein, the Petitioner shall remit, in accordance with legal requirements, or pay:
- a. any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan, and (iv) income taxes, together with the employer's share of employment insurance premiums, Canada Pension Plan contributions, Québec Pension Plan contributions or other similar wage levy;
 - b. amounts accruing and payable by the Petitioner in respect of employment insurance, Canada Pension Plan, workers compensation, employer health taxes and similar obligations of any jurisdiction with respect to employees;
 - c. all goods and services or other applicable sales tax (collectively, "Sales Tax") required to be remitted by the Petitioner in connection with the sale of goods and services by the Petitioner, but only where such Sales Tax are accrued or collected after the date of this Order; and
 - d. any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the business by the Petitioner.
23. ORDERS that, except as specifically permitted herein, the Petitioner is hereby directed, until further order of this Court:
- a) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and

- b) not to grant credit or incur liabilities except in the ordinary course of the Business.

Restructuring

24. DECLARES that, to facilitate the orderly restructuring of its business and financial affairs (the “**Restructuring**”), the Petitioner shall have the right, subject to approval of the Monitor or further order of this Court to:
- a. permanently or temporarily cease, downsize or shut down any of its operations, plants or mills, as it deems appropriate and makes provision for the consequences thereof in the Plan;
 - b.
 - c. terminate the employment of such of its employees or temporarily or permanently lay off such of its employees as it deems appropriate and to make provision for any consequences thereof in the Plan;
 - d. on notice in the form provided by subsection 32(1) of the CCAA, and subject to subsections 32(2), 32(3) and 32(9) of the CCAA, repudiate such of its agreements, contracts or arrangements of any nature whatsoever, whether oral or written, as it deems appropriate, and to make provision for the consequences thereof in the Plan and to negotiate any amended or new agreements or arrangements;
 - e. settle claims of customers and vendors that are in dispute;
 - f. pursue all avenues to finance or refinance, market for sale or in any other manner dispose of the Property outside of the ordinary course of business under reserve of subparagraph (b) and subject to Section 36 of the CCAA; and
 - g. assign any of its rights or obligations, subject to Section 11.3 of the CCAA.
25. DECLARES that, pursuant to the Personal Information Protection and Electronic Documents Act and the Act Respecting the Protection of Personal Information in the Private Sector, the Petitioner is permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in its possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to its 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 Petitioner 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 Petitioner or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation and 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 Petitioner.

Directors Indemnification and Charge

26. ORDERS that, in addition to any existing indemnities, the Petitioner shall indemnify each of the Directors from and against the following (collectively, the “**D&O Claims**”):
- a. all costs, charges, expenses and claims relating to any obligations or liabilities they may incur by reason of or in relation to their respective capacities as directors or officers, after the Effective Time, except where such obligations or liabilities are incurred as a result of such Director’s gross negligence, willful misconduct or gross or intentional fault as detailed in Section 11.51 of the CCAA;

the foregoing shall not constitute a contract of insurance or other valid and collectible insurance, as such term may be used in any existing policy of insurance issued in favour of the Petitioner or any of the Directors.

27. DECLARES that, subject to the following paragraph, as security for the obligation of the Petitioner to indemnify the Directors pursuant to paragraph 26 hereof, the Directors are hereby granted a hypothec on, mortgage of, lien on and security interest in the Property to the extent of the aggregate amount of \$250,000 (the “**D&O Charge**”), having the priority established by paragraphs 38 and 39 hereof.
28. DECLARES that, the D&O Charge, notwithstanding any language in any applicable policy of insurance to the contrary, shall only apply to the extent that the Directors do not have sufficient coverage under any directors’ and officers’ insurance, which shall not be excess insurance to the D&O Charge. In respect of any D&O Claim against any of the Directors, if such Directors do not receive confirmation from the applicable insurer within 21 days of delivery of notice of the D&O Claim to the applicable insurer, confirming that the applicable insurer will provide coverage for and indemnify the Directors, then, without prejudice to the subrogation rights hereinafter referred to, the Petitioner shall pay the amount of the D&O Claim upon expiry. Failing such payment, the Directors may enforce the D&O Charge provided that the Directors shall reimburse the Petitioner to the extent that they subsequently receive insurance benefits for the D&O

Claim paid by Petitioner, and provided further that the Petitioner shall, upon payment, be subrogated to the rights of the Directors to recover payment from the applicable insurer as if no such payment had been made.

Powers of the Monitor

29. ORDERS that, RSM Richter Inc. is hereby appointed to monitor the Businesses and financial affairs of the Petitioner as an officer of this Court and that the Monitor, in addition to the duties and functions referred to in Section 23 of the CCAA:
- a. shall publish, without delay after the Order is made, once a week for two (2) consecutive weeks in La Presse and the National Post, a notice of this Order, advising that copy of this Order and other public documents regarding the proceeding may be found on the internet at the website of the Monitor (the "Website");
 - b. may assist the Petitioner in dealing with its creditors and other interested Persons during the Stay Period;
 - c. may assist the Petitioner with the preparation of its cash flow projections and any other projections or reports and the development, negotiation and implementation of the Plan;
 - d. may advise and assist the Petitioner to review the Petitioner's Business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
 - e. shall be entitled to participate with the Petitioner in its negotiations with its creditors and other interested Persons and to assist with the Restructuring;
 - f. shall assist with the holding and administering of any meetings held to consider the Plan;
 - g. may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
 - h. may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceedings, under this Order or under the CCAA; and
 - i. shall perform such other duties as are required by this Order, the CCAA or this Court from time to time.

- j. The Monitor shall not otherwise interfere with the Business and financial affairs carried on by the Petitioner, and the Monitor is not empowered to take possession of the Property nor to manage any of the Business and financial affairs of the Petitioner.
30. ORDERS that, for the purposes of subsection 23(1)(e) of the CCAA, the notification to the creditors shall be sufficient and fulfilled if the Monitor inserts a mention in the notice to the creditors referred to in subsection 23(1)(a)(ii)(B) of the CCAA, that the reports will be available from time to time on the Website and that notification of the production thereof will be done by posting a notice on the Website.
31. DECLARES that, the Monitor may provide creditors and other relevant stakeholders of the Petitioner with information in response to requests made by them in writing addressed to the Monitor and copied to the Petitioner's Counsel. The Monitor shall not have any duties or liabilities in respect of such information disseminated by it pursuant to the provisions of this Order or the CCAA, other than as provided in paragraph 33 hereof. In the case of information that the Monitor has been advised by the Petitioner is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Petitioner unless otherwise directed by this Court.
32. DECLARES that, if the Monitor, in its capacity as Monitor, carries on the business of the Petitioner or continues the employment of the Petitioner's employees, the Monitor shall benefit from the protections afforded by Section 11.8 of the CCAA.
33. DECLARES that, in addition to the rights and protections afforded to the Monitor by the CCAA, this Order or its status as an officer of the Court, the Monitor shall not incur any liability or obligation as a result of its appointment and the fulfillment of its duties or the provisions of this Order, save and except any liability or obligation arising from its duty to act in good faith and with integrity and diligence, and 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 Monitor's Counsel.

Administration Charge

34. ORDERS that, the Petitioner shall pay to its Counsel and to the Monitor and the Monitor's Counsel their reasonable fees and disbursements incurred in connection with or with respect to these proceedings and the Restructuring, whether incurred before or after this Order, and shall provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
35. DECLARES that, as security for the reasonable fees, charges and disbursements incurred both before and after the making of this Order in respect of these proceedings and the

Restructuring, the Plan and the Restructuring, the Petitioner's Counsel and the Monitor and the Monitor's Counsel, are hereby granted a hypothec on, mortgage of, lien on, and security interest in the Property to the extent of an aggregate amount of \$250,000 (the "**Administration Charge**"), having the priority established by paragraphs 38 and 39 hereof.

KEIP Charge

36. ORDERS that, the Key Employee Incentive Program ("**KEIP**") as described in the Petition and in the KEIP Memo be and is hereby approved and the Petitioner is hereby authorized to make payments in accordance with the terms and conditions of the KEIP.
37. DECLARES that, as security for the payment of all amounts payable by the Petitioner under the terms of the KEIP, the beneficiaries of the KEIP are hereby granted a hypothec on, mortgage of, lien on, and security interest in the Property to the extent of our aggregate amount of \$587,000 (the "**KEIP Charge**"), having the priority established by paragraphs 38 and 39 hereof.

Priorities and General Provisions Relating to CCAA Charges

38. DECLARES that, the priorities of the Administration Charge, the D&O Charge and the KEIP Charge (collectively, the "**CCAA Charges**"), as between them with respect to any Property to which they apply, shall be as follows:
- a. first, the Administration Charge;
 - b. second, the D&O Charge; and
 - c. third, the KEIP Charge.
39. DECLARES that, subject to Sections 81.3 to 81.6 of the BIA, each of the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, conditional sale agreements, financial leases, charges, encumbrances or security of whatever nature or kind (collectively, "**Encumbrances**") affecting any of the Property except for those Encumbrances duly published in the Register of Personal and Movable Real Rights as of February 25, 2010.
40. ORDERS that, except as otherwise expressly provided for herein, the Petitioner shall not grant any Encumbrances in or against any Property that rank in priority to, or pari passu with, any of the CCAA Charges unless the Petitioner obtains the prior written consent of the Monitor and the prior approval of the Court.

41. DECLARES that, each of the CCAA Charges shall attach, as of the Effective Time of this Order, to all present and future Property, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
42. DECLARES that, the CCAA Charges and the rights and remedies of the beneficiaries of such Charges, 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 application for a bankruptcy order filed pursuant to the BIA in respect of the Petitioner or any bankruptcy order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner; (iii) proceedings taken by any of the Petitioner under Title 11 of The United States Code; or (iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Petitioner (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - a. the creation of any of the CCAA Charges shall not create or be deemed to constitute a breach, by the Petitioner, of any Third Party Agreement to which it is a party; and
 - b. any beneficiary of the CCAA Charges shall not be held liable against any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.
43. DECLARES that, the granting of the CCAA Charges does not and will not constitute settlements, fraudulent preferences, fraudulent conveyances transfers at undervalue or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.
44. DECLARES that, the CCAA Charges shall be enforceable against all Property of the Petitioner and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Petitioner, for all purposes.

SI Process

45. ORDER that, the SI Process be approved:

Steps	Description	Target (Dates)
1	Granting of Initial Order	February 26, 2010
2	Issuance of an information circular to all identified parties	March 1, 2010
3	Expression of interest by the parties contacted	March 12, 2010
4	Signature of a confidentiality and non disclosure agreement and commencement of due diligence process	March 15, 2010
5	Motion to extend the filing deadline (<i>if needed</i>)	March 19, 2010
6	Completion of due diligence process and interviews	April 14, 2010
7	Limit to submit an offer and opening of offers	April 15, 2010
8	Clarification of offers (<i>if needed</i>)	April 20, 2010
9	Approval of offer by Board of Directors	April 23, 2010
10	Presentation to Court of Motion to approve the transaction	To be determined

General

46. ORDERS that, no Person shall commence, proceed with or enforce any Proceedings against the Monitor for or in respect of the Restructuring or the formulation and implementation of the Plan without first obtaining leave of this Court, upon seven days written notice to the Petitioner's Counsel and to the Monitor and the Monitor's Counsel.
47. ORDERS that, the Petitioner's KEIP Memo, Exhibit P-2, be kept confidential and under seal in the office of Petitioner's Counsel until, as the case may be, further order of this Court but be made available to creditors affected by these proceedings or the Restructuring upon execution of a confidentiality agreement.

48. DECLARES that, except as otherwise specified herein, the Petitioner 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 Petitioner 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.
49. DECLARES that, the Petitioner and any other 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 Petitioner shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.
50. DECLARES that, unless otherwise provided herein or 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 Petitioner or appears on the service list prepared by the Monitor.
51. DECLARES that, the Petitioner and the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order.
52. DECLARES that, any interested Person may apply to this Court to vary or rescind this Order or seek other relief upon seven days notice to Petitioner, to counsel to Petitioner (McCarthy Tétrault LLP, c/o Sylvain A. Vauclair and herein "**Petitioner's Counsel**"), to the Monitor (RSM Richter Inc., c/o Gilles Robillard), to the Monitor's Counsel (Gowling Lafleur Henderson s.r.l. c/o Denis St-Onge and herein "**Monitor's Counsel**"):
53. DECLARES that any interested Person may apply to this Court to vary or rescind this Order or seek other relief upon seven days notice to Petitioner, to counsel to Petitioner (McCarthy Tétrault LLP, c/o Sylvain A. Vauclair), to the Monitor (RSM Richter Inc., c/o Gilles Robillard), to the Monitor's Counsel:
- i) Me Sylvain A. Vauclair – savaclair@mccarthy.ca
McCarthy Tétrault LLP
1100 De La Gauchetière West, Suite 2500
Montréal, Québec, H3B 0A2
 - ii) Mr. Gilles Robillard – grobillard@rsmrichter.com
RSM Richter Inc.
2 Place Alexis-Nihon, Montréal, Québec, H3Z 3C2

iii) Me Denis St-Onge – denis.st-onge@gowlings.com
Gowling Lafleur Henderson
1 Place Ville Marie, 27th Floor, Montréal, Québec, H3B 3P4

54. DECLARES that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
55. DECLARES that for the purposes of seeking aid and recognition of any court or any judicial, regulatory or administrative body outside of Canada and in particular in the U.S. Bankruptcy Court in respect of proceedings commenced under Chapter 15 of the Bankruptcy Code and any ancillary relief in respect thereto, the Monitor shall be appointed and is hereby authorized and directed to act as foreign representative of the Petitioner and to seek such aid and recognition.
56. 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 this Order.
57. ORDERS the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.

THE WHOLE WITHOUT COSTS.



CHANTAL CORRIVEAU, j.s.c.