

# COUR SUPÉRIEURE

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE SAINT-FRANÇOIS

N° : 450-11-000167-134

DATE : 3 août 2015

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**SOUS LA PRÉSIDENTE DE : L'HONORABLE GAÉTAN DUMAS, j.c.s.**

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**DANS L'AFFAIRE DU PLAN DE TRANSACTION OU D'ARRANGEMENT DE :**

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE & ATLANTIQUE CANADA CIE)**

Débitrice

et

**RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)**

Contrôleur

et

**COMPAGNIE DE CHEMIN DE FER CANADIEN PACIFIQUE**

Opposante

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**JUGEMENT RECTIFICATIF**

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[1] **VU** l'article 475 C.p.c.;

[2] **VU** qu'un jugement a été rendu le 13 juillet 2015;

[3] **VU** l'erreur matérielle dans les paragraphes [98], [102] et [103] du jugement;

[4] **CONSIDÉRANT** qu'il y a lieu de corriger le jugement du 13 juillet 2015 en ce qui concerne la numérotation des paragraphes auxquels le soussigné fait référence;

**PAR CES MOTIFS, D'OFFICE :**

[5] **LE TRIBUNAL ORDONNE** la correction du jugement du 13 juillet 2015 afin que les paragraphes [98], [102] et [103] se lisent ainsi :

[98] **ORDERS** that, without limiting anything in this Order, including without limitation, paragraph **97** hereof, or anything in the Plan, any Claim that any Person (regardless of whether or not such Person is a Creditor or Claimant) holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the Derailment, the Policies, MMA, and/or MMAC, is hereby permanently and automatically released and the enforcement, prosecution, continuation or commencement thereof is permanently and automatically enjoined and forbidden. Any and all Claims against the Released Parties are permanently and automatically compromised, discharged and extinguished, and all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Claims to the Released Parties;

[102] **ORDERS** that, subject to paragraphs **103** and **105** hereof, upon the Plan Implementation Date, all CCAA Charges against the Petitioner or its property created by the Initial Order or any subsequent orders (as defined in the Initial Order, the "**CCAA Charges**") shall be terminated, discharged and released;

[103] **ORDERS** that, notwithstanding paragraph **102** hereof, the Canadian Professionals and U.S. Professionals are entitled to the

Administration Charge set out in Article 7 of the Plan as security for the payment of the fees and disbursements of the Canadian Professionals and U.S. Professionals;

*Gaétan Dumas*

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**GAÉTAN DUMAS, j.c.s.**