

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-055723-189

DATE: November 14, 2019

PRESIDING : THE HONOURABLE LOUIS J. GOUIN, J.S.C.

IN THE MATTER OF *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, C C-36, AS AMENDED:

V.A. INC.
&
LOCATION V.A. INC.
&
9288-7561 QUÉBEC INC.
&
9001-6346 QUÉBEC INC.
Debtors/Petitioners

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ROYNAT INC.
&
BANQUE DE DÉVELOPPEMENT DU CANADA
&
INVESTISSEMENT QUÉBEC
&
DANIEL WALKER
&
CAISSE POPULAIRE DESJARDINS DE LÉVIS
&
DISTNET INC.
&
FINANCEMENT NATVE S.E.C.
&
FIDUCIE LOCATION PINARD
&
LOCATION PINARD INC.
&
XEROX CANADA LTD.
&
DISTRIBUTION G.H.L. INC.

&
BANQUE ROYALE DU CANADA
&
BANQUE DE MONTRÉAL
&
AGENCE DU REVENU CANADA
&
REVENU QUÉBEC
&
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF CHAMBLY

Mis-en-Cause

-&-

RAYMOND CHABOT INC.

Monitor

DISCHARGE ORDER


- [1] **ON READING** the Petitioners' *Demande en vue d'obtenir la libération du Contrôleur* (the "**Motion**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Debtors' attorneys and the absence of contestation;
- [4] **SEEING** that the Monitor has performed its duties and functions as monitor of the Debtors in good faith and in a commercially reasonable manner;
- [5] **SEEING** the absence of contestation to the Motion;

WHEREFORE THE COURT:

- [6] **GRANTS** the Motion;
- [7] **ORDERS** that the time for service of the Motion be abridged and that the Motion is properly presentable and **DECLARES** that the service of the Motion constitutes good and sufficient service on all persons and **DECLARES** that all parties are relieved of any further requirement for service of the Motion;
- [8] **ORDERS** that the CCAA Proceedings are terminated without any further act or formality (the "**CCAA Termination Date**").

- [9] **ORDERS** and **DECLARES** that effective on the CCAA Termination Date, *Raymond Chabot inc.* is discharged as Monitor and shall have no further duties, obligations or responsibilities as Monitor under this Order and under any Order of the Court in these proceedings, provided that, notwithstanding its discharge herein, the Monitor shall remain Monitor for the performance of such incidental or ancillary duties as may be required to complete the administration of the Debtors' estates, as applicable.
- [10] **ORDERS** that, notwithstanding any provision of this Order, the termination of these proceedings or the discharge of the Monitor, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, this Order, any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Date, including in connection with any actions taken by *Raymond Chabot inc.* following the CCAA Termination Date with respect to the Debtors or these proceedings, as applicable.
- [11] **APPROVES** the activities, actions and conduct of the Monitor, and the reports of the Monitor filed, in relation to the Debtors, up to the date of this Order.
- [12] **ORDERS** that, as at the CCAA Termination Date, the Monitor is released and discharged from any and all liability that the Monitor now or may hereafter have by reason of, or in any way arising out of, the acts or omissions of *Raymond Chabot inc.* while acting in its capacity as Monitor in these CCAA Proceedings, save and except for any gross negligence or willful misconduct on the Monitor's part.
- [13] **ORDERS** that no action, demand, claim, complaint or other proceeding, arising out of or related to the Monitor's capacity, actions or conduct as Monitor, shall be commenced against the Monitor except with prior leave of this Court, prior notice to the Monitor of at least seven (7) business days and such further order securing, as security for costs, the full judicial and reasonable extrajudicial costs of the Monitor in connection with such proceeding as this Court may deem just and appropriate.

THE WHOLE WITHOUT COSTS.



LOUIS J. GOUIN, J.S.C.

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