

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT

(Commercial Division)

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
c. C-36, as amended)

NO: 500-11-051741-169

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

**CORPORATION MOUNT REAL / MOUNT
REAL CORPORATION
GESTION MRACS LTÉE / GESTION MRACS
LTD.**

**REAL VEST INVESTMENTS LTD. -and-
CORPORATION REAL ASSURANCE
ACCEPTATION,**

Debtor Companies

-and-

RAYMOND CHABOT INC.

Monitor

-and-

ANDRÉE MÉNARD

Class Plaintiff / Applicant

-and-

**VONWIN CAPITAL MANAGEMENT, L.P., a
legal person operating at 261 Fifth Avenue, 22nd
Floor, New York, NY 10016, USA**

Mise-en-cause

MOTION FOR A DECLARATORY JUDGMENT

(Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36)

TO THE HONORABLE MR. JUSTICE JEAN-FRANÇOIS BUFFONI, J.S.C., SITTING IN THE COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE CLASS COUNSEL RESPECTFULLY SUBMITS THE FOLLOWING:

I. INTRODUCTION

1. All capitalized terms referred to herein have the meanings ascribed thereto in the attached Schedule "A" Definitions;
2. As a result of a case settlement conference held in July 2016, the Class Plaintiff and the Settling Defendants agreed on the terms of a total settlement of the Class Action with respect to the Settling Defendants only, which is conditional upon the filing of the Plan of arrangement with respect to the Debtors pursuant to the CCAA, the whole to be approved by the statutory majority of creditors and the Court;
3. The Class Plaintiff, the Trustee and the Settling Defendants entered into the Plan Support Agreement to give effect to the terms of the settlement and to further determine the conduct of these CCAA Proceedings;
4. On August 24, 2016, Raymond Chabot accepted to give effect to the settlement described therein and agreed to file an application for the issuance of an initial order in respect of the Debtors under the CCAA with the CCAA Court in which it requested to be appointed as Monitor in connection with the CCAA Proceedings;
5. On or about December 1st, 2016, the Debtor Companies served and filed the Initial Application and sought an order from this Honourable Court granting it protection from its creditors pursuant to the CCAA and sought the issuance of the Claims and Meeting Order setting forth the filing of the Plan of compromise and arrangement, the Claims Procedure, the Claims Resolution Process, the Meeting of Creditors and the notice of hearing of the Approval Orders;
6. On December 1st, this Honourable Court rendered the Initial Order and the Order Approving the Filing of a Plan of Arrangement, a Claims Procedure, a Claims Bar Date, a Claims Resolution Process, a Meeting of Creditors and a Date for Court Approval of the Plan;
7. On December 1st, this Court also appointed Andrée Ménard and Class Counsel to represent the Class Members and has therefore held for a second time that the Class Plaintiff and Class Counsel have the capacity and interest to fairly and adequately

protect and represent the interests of the Class Members in the Class Action and in the CCAA proceedings;

8. By virtue of the Representation Order, the Class Action Plaintiff and other Class Members are formally represented in the CCAA proceedings by Class Counsel to advocate for and promote their interests, not limited to:
 - a) ensuring that the Class Members are properly represented in these proceedings;
 - b) facilitating the dissemination of information to Class Members, and providing them with a continued single point of contact to address their questions and concerns related to these proceedings for dealing effectively with issues affecting Class Members' interests;
 - c) providing an effective voice during the negotiation process, to facilitate the administration of the proceedings; and
 - d) increasing efficiency and avoid a multiplicity of legal retainers;
9. Following the orders rendered by this Court on December 1st, 2016, Raymond Chabot and Class Counsel have begun the claims administration process and have sent the information packages to all Known Creditors. They are in the process of helping creditors complete the proof of claim forms;
10. This claims administration process also requires the posting of the list of creditors on the Raymond Chabot website which contains the name, amount of the class action claim, amount of the ordinary claim and last known address of Known Creditors;
11. On Tuesday January 10, 2017, Class Counsel and Raymond Chabot were both independently made aware by Class Members that VonWin Capital Management had sent letters containing unsolicited offers to Members of the Class Action, an example of which is produced as **Exhibit 1**;
12. In this letter, VonWin Capital offers to purchase the Class Member's claim at a rate of 20% by simply signing the attached "Sale and Assignment Agreement";
13. Class Counsel and Raymond Chabot have, since then, received many calls or emails from worried and confused Class Members. They have thereby been informed that the offers can vary from 20% to 25% of the Class Action Claim;

14. In order to avoid further confusion, on Wednesday January 11th, Class Counsel sent an email to all registered Class Members providing a legal opinion and informing them that the letter sent to them by VonWin Capital have not been authorized by Class Counsel;
15. Class Counsel request assistance from the Court in order to protect the interests of Class Members;

II. APPROVAL OF ALL TRANSFER OR SALE AGREEMENTS

16. The offer made by VonWin Capital Management to purchase the Class Members' claim in the settlement may jeopardize their entitlement to the Settlement Consideration;
17. An offer to purchase at a rate of 25% of the Class Action Claim, for example, would result in Class Member receiving half of what they are entitled to, considering the current estimation that Class Members will receive approximately 50% of their Class Action Claim. The portion taken by VonWin Capital Management would be greater than half where the rate of purchase was 20% or if the participation rate in the Class Action is lower than anticipated;
18. Class Counsel further point out that the 50% is the amount estimated once the legal fees have been paid;
19. Without providing any service or help to the Class Members, VonWin Capital would thus minimally be taking half of what the class member would be entitled to in the Settlement agreement in the CCAA proceedings;
20. In addition, the "Sale and Assignment Agreement" attached to the letter asks Class Members to warrant that their claims are "valid, due, and owing, undisputed, liquidated and non-contingent".
21. This is problematic because at this stage, the Class Members are unable to state such a fact seeing that the Plan of compromise and arrangement has not been approved by this Honourable Court and the amount which they will be entitled to has not been determined;
22. Class Members who sign the Sale and Assignment Agreement would therefore unknowingly be making a false statement;

23. Selling their claim to a third party may equally entail adverse financial and tax consequences for the Class Members, particularly for those who hold their investment in an RRSP or received interest payments;
24. Furthermore, the letter sent by VonWin Capital Management has created a lot of confusion amongst the Class Members who are already caught in complex proceedings;
25. It is of capital importance that Class Members be adequately informed of the repercussions of entering into the "Sale and Assignment Agreement" and to ensure that the information has been understood before such agreement can be made enforceable;
26. Class Counsel therefore ask for the assistance of the Court by requiring that any assignment by Class Members of their Class Action Claim be approved by this Honourable Court in order to be enforceable within these CCAA proceedings;
27. This requirement would further ensure that Class Members have benefited from Class Counsel's legal opinion on the transfer agreement and its repercussions;

III. CREDITORS WHO CAN BENEFIT FROM THE CLASS ACTION SETTLEMENT

28. The Settling Defendants, the Class Plaintiff and Class Counsel have agreed to a settlement to resolve the Class Action and benefit Class Members which were victims of the massive fraud committed by the Individual Defendants;
29. The claims procedure detailed at section 3 of the Plan of Compromise and Arrangement was born with this objective in mind;
30. Firstly, only Class Members have a Class Action Claim and can therefore benefit from the Settlement Consideration under section 3.6. This means that only persons who on November 9, 2005 were the owners of promissory notes issued by Corporation Mount Real, Gestion MRACS Ltd., Real Vest Investments Ltd. and Corporation Real Assurance Acceptation shall be entitled to receive distributions from the Settlement Consideration;
31. Secondly, section 3.4.2 (f) of the Plan of Compromise and Arrangement specifically excludes claims of any Person who does not hold a Promissory Note issued by Corporation Mount Real, Gestion MRACS Ltd., Real Vest Investments Ltd. and Corporation Real Assurance Acceptation.

32. Therefore, the objective of the Settlement and the provisions of the Plan of Compromise and Arrangement dictate that only victims of the fraud committed by the Individual Defendants, that is, the Class Members, benefit for the Settlement Agreement and that, consequently, an assignee having obtained a claim from a transfer or sale could not benefit from the distribution of the Settlement Consideration;
33. Class Counsel ask this Honourable Court to declare that such is the case in order to make clear that any assignee of a Class Member Claim cannot benefit from any distribution of Settlement Consideration;

IV. CONCLUSION

34. Class Counsel firstly request that this Honourable Court intervene in order to protect the Class Members by declaring that all and any sale or transfer agreement between a Class Member and a third party will not be enforceable unless approved by this Court;
35. Class Counsel further request this Honourable Court to declare that the Plan of Compromise and Arrangement doesn't allow for distribution of the Settlement Consideration to Creditors other than Class Members and thereby excludes assignees, transferees, purchasers or any third party who purports to directly or indirectly assert any right which is or was in the name of and/or on behalf of a Class Member, however such right may have been or may in the future be acquired;
36. The declarations being sought are in keeping with the CCAA's objective;
37. The present motion is well founded in fact and in law.

FOR THESE REASONS THE APPLICANT RESPECTFULLY SUBMITS THAT THIS HONOURABLE COURT SHOULD:

1. **GRANT** the Class Plaintiff's Motion for a declaratory judgment;
2. **DECLARE** all and any sale or transfer agreement between a Class Member and a third party will not be enforceable unless approved by this Court;
3. **DECLARE** that the Plan of Compromise and Arrangement doesn't allow for distribution of the Settlement Consideration to Creditors other than Class

Members and thereby excludes assignees, transferees, purchasers or any third party who purports to directly or indirectly assert any right which is or was in the name of and/or on behalf of a Class Member, however such right may have been or may in the future be acquired;

4. **DECLARE** that service and notice of the motion was good and sufficient;
5. **THE WHOLE** without costs.

Montreal, January 13, 2017

Trudel Johnston & Lespérance

TRUDEL JOHNSTON & LESPÉRANCE

Attorneys for Class Plaintiff Andrée Ménard

AFFIDAVIT

I, the undersigned, **PHILIPPE H. TRUDEL**, Attorney, practising law at the firm of Trudel Johnston & Lespérance, situated at 750, Côte de la Place d'Armes, Suite 90, in the city and District of Montreal, Quebec H2Y 2X8, solemnly declare as follows:

1. I am one of the attorneys for Class Plaintiff;
2. The facts alleged in the present Motion are true and correct.

AND I HAVE SIGNED:



PHILIPPE TRUDEL

SWORN TO before me in Montreal, this 13th
day of January 2017



Adriana Minichiello, #191077
Commissioner of Oaths



NOTICE OF PRESENTATION

As to B2B: Julie-Martine Loranger and Elisa Clavier jmloranger@mccarthy.ca / eclavier@mccarthy.ca McCarthy Tétrault LLP 1000 De La Gauchetière Street West Suite 2500 Montréal QC H3B 0A2	As to the Liquidator (Penson): Alain Riendeau and Brandon Farber ariendeau@fasken.com / bfarber@fasken.com Fasken Martineau LLP 800 Square Victoria Suite 3700 P.O. Box 242 Montréal, QC H4Z 1E9
As to Deloitte: Marianne Ignacz and Claudia Déry marianne.ignacz@nortonrosefulbright.com / claudia.dery@nortonrosefulbright.com Norton Rose Fulbright LLP 1 Place Ville Marie Suite 2500, Montréal, Quebec H3B 1R1	As to BDO: Avram Fishman afishman@ffmp.ca Fishman Flanz Meland Paquin LLP 1250 René-Lévesque Blvd West Suite 4100 Montreal, Quebec H3B 4W8
As to the Applicant and SLF: Laurent Nahmiash and Roger Simard laurent.nahmiash@dentons.com / roger.simard@dentons.com Dentons Canada LLP 1 Place Ville Marie Suite 3900 Montréal, Québec H3B 4M7	As to the Trustee/Monitor: Jean Gagnon and Emmanuel Phaneuf gagnon.jean@rcgt.com Phaneuf.emmanuel@rcgt.com Raymond Chabot Inc. 600, rue De La Gauchetière Ouest Suite 2000 Montréal, Québec H3B 4L8
As to VonWin Capital Management, L.P. Anthony La Grassa Facsimile No.: +1(212) 889-2232 VonWin Capital Management, L.P. 261 Fifth Avenue, 22 nd Floor New York, NY 10016	

TAKE NOTICE that this *motion for an order appointing the Class Plaintiff as representative of the Class in the CCAA proceedings* will be presented for adjudication before Honourable Jean-François Buffoni of the Superior Court of Quebec in the Montreal Court House, 1 Notre-Dame East, Montreal, on **January 17, 2017 at 9:30 am** or as determined by the Court and to be subsequently communicated to counsel.

Montreal, January 13, 2017

Trudel Johnston & Lespérance

Trudel Johnston & Lespérance
Attorneys for Class Plaintiff Andrée
Ménard

APPENDIX A

DEFINITIONS

1. **"Applicant"** means the Trustee in its capacity as trustee of each of the estates of the Debtors.
2. **"Applicant's Counsel"** means Dentons Canada LLP as counsel retained and instructed by RCGT to act on its behalf in the CCAA Proceedings to give effect to the Plan Support Agreement.
3. **"Approval Date"** means the date on which the Approval Orders become Final Orders. If the Class Action Order and the CCAA Approval Order become Final Orders on different dates, the Approval Date is the latest date on which any of the Class Action Order or CCAA Approval Order becomes a Final Order.
4. **"Approval Orders"** means the Class Action Order and the CCAA Approval Order, collectively.
5. **"B2B"** means B2B BANK as the successor to B2B TRUST, with a place of business at 1981 McGill College Avenue, 20th Floor, Montreal, Quebec H3A 3K3.
6. **"B2B Consideration"** means the amount to be paid by B2B set forth in the Confidentiality Agreement.
7. **"Bankruptcy or Bankruptcies"** means, individually or collectively as the context requires, the bankruptcy proceedings for MRC in the Superior Court of Québec (Commercial Division) file bearing no. 500-11-027031-059, the bankruptcy proceedings for MRACS in the Superior Court of Québec (Commercial Division) file bearing no. 500-11-026937-058, the bankruptcy proceedings for Real Vest in the Superior Court of Québec (Commercial Division) file bearing no. 500-11-027506-068 and the bankruptcy proceedings for RAAC in the Superior Court of Québec (Commercial Division) file bearing no. 500-11-027632-062 which have been consolidated pursuant to an Order of Honourable Jean-Yves Lalonde, J.S.C. dated April 7, 2006.
8. **"Bankruptcy Consideration"** means the amount available for distribution in the Bankruptcy estates on the Approval Date, net of the Trustee's fees and disbursements and applicable taxes thereon, as approved under the provisions of the BIA.
9. **"Bankruptcy Loan"** means the amount outstanding on one or more loans made by the Trustee to Class Counsel for the purpose of funding disbursements in the Class Action.
10. **"BDO"** means BDO Canada LLP, (formerly known as BDO Dunwoody LLP) a limited partnership with a place of business at 1000, de la Gauchetière Street West, Suite 200, Montreal, Québec H3B 4W5.

11. “**BDO Consideration**” means the amount to be paid by BDO set forth in the Confidentiality Agreement, excluding the amount payable for the costs of the arrangement under the CCAA.
12. “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
13. “**Business Day**” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Montreal, Québec, Canada.
14. “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. c. C-36, as amended.
15. “**CCAA Approval Order**” means an order in the CCAA Proceedings which shall, among other things: (i) approve, sanction and/or confirm the Plan; (ii) authorize the Parties to undertake the settlement and the transactions contemplated by the Plan; and (iii) provide for the bar of Claims and the Injunction.
16. “**CCAA Court**” means the Superior Court of Québec (Commercial Division), sitting as a court designated pursuant to the CCAA.
17. “**CCAA Filing Date**” means the date of the Initial Order.
18. “**CCAA Proceedings**” means the case filed in CCAA Court by the Applicant.
19. “**Claim**” means past, present and future claims, causes of action, obligations, rights, suits, judgments, applications, remedies, interests, actions, liabilities, demands, duties, tax, injuries, damages, expenses, fees, or costs of whatever kind or nature (including attorney’s fees and expenses), whether foreseen or unforeseen, known or unknown, asserted or unasserted, contingent or matured, liquidated or unliquidated, whether delict, quasi-delict, in tort, contract, extra-contractual responsibility or otherwise, whether statutory, at common law, civil law, public law or in equity, regardless of the legal theory (i) arising out of, based upon, or connected to, in whole or in part, directly or indirectly, whether through a direct claim, cross-claim, third-party claim, commodity or income tax claim, warranty claim, recursory claim, indemnification claim, subrogation claim, forced intervention, class action or otherwise, from (a) the Class Action, including any claims for investment loss in capital and interest related to the Promissory Notes or otherwise related directly or indirectly to one or more of the Debtors or the audited or unaudited, consolidated or unconsolidated financial statements of any of them; or (b) the Existing Agreements, or (ii) that would otherwise constitute a claim by or against the Debtors, provable in bankruptcy under the BIA, when the Debtors became subject to the CCAA Proceedings. This definition of Claim includes, but is not limited to, claims for breach of contract, breach of the implied covenant of good faith and fair dealing, duty to inform, statutory or regulatory violations, for indemnity or contribution, or punitive, exemplary or extra-contractual damages of any type, as may be limited herein.
20. “**Claim Appeal Motion**” means, with respect to any Claim, the motion which shall be served upon the Monitor, Applicant’s Counsel and Class Counsel and filed in Court

by the Creditor disputing a Notice of Revision or Notice of Rejection of the Creditor's Proof of Claim and setting out the reasons for the appeal.

21. "**Claims Bar Date**" has the meaning ascribed thereto in the Claims Bar Date section of the Claims and Meeting Order.
22. "**Claims Procedure**" means the procedure established for the filing of Proof of Claims in the CCAA Proceedings pursuant to the Claims Procedure section of the Claims and Meeting Order.
23. "**Claims and Meeting Order**" means the order rendered by the CCAA Court approving a claims process, a claims bar date and a meeting of creditors, as such order may be amended, restated or varied from time to time.
24. "**Claims Resolution Process**" means the provisions of the Claims and Meeting Order establishing the procedure for determining the validity and quantum of any disputed Claims for the purpose of the Plan.
25. "**Class**" or "**Class Member**" means "Toutes les personnes qui en date du 9 novembre 2005 étaient propriétaires de billets à ordre émis par les sociétés Corporation Mount Real, Gestion MRACS Ltée, Investissements Real Vest Ltée et Corporation Real Assurance Acceptation" who did not exclude themselves within the prescribed delays.
26. "**Class Action**" means the class action commenced on or about November 8, 2008, before the Class Action Court, under court file 500-06-000453-080, including all subsequent amendments and all proceedings in this Court file, whether before or after the action was authorized to proceed as a class action.
27. "**Class Action Claims**" means Claims of the members of the Class that are accepted under the Plan.
28. "**Class Action Court**" means the Superior Court of Québec (Class Action Division) presided by the Honourable Jean-François Buffoni, J.S.C.
29. "**Class Action Order**" means the order issued in the Class Action (i) confirming that the CCAA Approval Order shall be binding and giving full effect against the parties designated in and part of the Class Action, whether as a class representative, class member, named defendant/respondent or mis-en-cause; (ii) removing the allegations and conclusions against the Settling Defendants; and (iii) terminating the Class Action against the Settling Defendants without costs.
30. "**Class Counsel**" means Belleau Lapointe and Trudel, Johnston & Lespérance as counsel retained by Class Plaintiff in the Class Action.
31. "**Class Counsel Fees**" means, in the respective proportions indicated in writing by Class Counsel to the Monitor, a total amount of fees equal to twenty per cent (20%) of the Settling Defendants' Consideration received by the Monitor, plus the Class Counsel's disbursements relating to the Class Action and the CCAA Proceedings,

plus applicable taxes thereon, as established in invoices addressed to the Class Plaintiff in a form acceptable to the Monitor.

32. **"Class Plaintiff"** means Andrée Ménard, in her capacity as representative of the Class.
33. **"Confidentiality Agreement"** means the agreement signed between Deloitte, BDO, SLF, B2B and Class Plaintiff, with the intervention of the Liquidator, RCGT and persons and counsel present during the case settlement conference presided by the Honourable Louis Lacoursière, J.S.C. which was held during the week of July 11, 2016, dated as of July 15, 2016.
34. **"Creditors"** means collectively all Persons holding any Claim against: (i) MRC, MRACS, Real Vest or RAAC; (ii) the Settling Defendants; and/or (iii) any of the Released Parties and **"Creditor"** means any one of them.
35. **"Creditors' Instructions"** means the instructions for Creditors explaining how to file a Proof of Claim.
36. **"Creditors' List"** means a list, prepared by the Monitor and filed with the CCAA Court, of all Known Creditors, as may be updated from time to time.
37. **"Debtors"** or **"Debtor Companies"** means MRC, MRACS, Real Vest and RAAC.
38. **"Deloitte"** means Deloitte LLP, a limited partnership with a place of business at 1190 Avenue des Canadiens-de-Montréal, Suite 500, Montreal, Québec H3B 0M7.
39. **"Deloitte Consideration"** means the amount to be paid by Deloitte set forth in the Confidentiality Agreement.
40. **"Distribution Date"** means the date or dates from time to time set in accordance with the provisions of the Plan to effect distributions in respect of the Proven Claims.
41. **"Effective Time"** means 8:00 a.m. (Montreal time) on the Plan Implementation Date.
42. **"Effective Time of the Initial Order"** means 12:01 a.m. (Montreal time), on the date of the Initial Order.
43. **"Execution Date"** means the first day upon which all Parties have executed the Plan Support Agreement and delivered a copy to counsel for the other Parties.
44. **"Existing Agreements"** means any and all contracts or agreements between the Debtors and/or the Individual Defendants and/or any of the Creditors on the one hand, and any of the Released Parties, on the other hand, except if such contracts or agreements are between a Creditor and a Released Party and are completely unrelated to: (i) the subject matter of the Class Action; or ii) the Debtors and/or the Individual Defendants and/or their affiliates, subsidiaries, predecessors, successors, affiliates of their predecessors and successors, shareholders, directors, officers, agents, employees, partners or members.
45. **"FAAC"** means Fonds d'aide aux actions collectives.

46. **"Final Order"** means an order of the Class Action Court or the CCAA Court or any and all courts with jurisdiction to consider any appeals, that is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed, and that has not been challenged by inter alia an application for certiorari, retractation, modification or rectification of the judgment.
47. **"Funds for Distribution"** means the full net amount of capital of the Settlement Consideration and Bankruptcy Consideration received by the Monitor for distribution to Creditors, without any deduction whatsoever for professional fees and disbursements related to the CCAA Proceedings, but after deduction of the payment by the Monitor to Class Counsel of the Class Counsel Fees.
48. **"Individual Defendants"** means, Paul D'Andrea, Lino P. Matteo and the mis en causes Laurence Henry, Lowell Holden, Joseph Pettinicchio, and Andris Spura.
49. **"Initial Application"** means the application filed by the Trustee seeking an initial order under the CCAA with respect to the Debtor Companies.
50. **"Initial Order"** means the order issued by the CCAA Court, on the Initial Application of the Applicant, authorizing the filing of the CCAA Proceedings and appointing the Monitor, as may be amended.
51. **"Injunction"** means an order by the CCAA Court acceptable to the Settling Defendants permanently releasing and enjoining the enforcement, prosecution, continuation or commencement of any Claim that any Person, including, without limitation, any Creditor, holds or asserts or may in the future hold or assert against the Released Parties. The Injunction shall provide that any and all Claims against the Released Parties will be permanently and automatically compromised, discharged and extinguished, that all Persons, including, without limitation, all Creditors, whether or not consensually, shall be deemed to have granted full, final and definitive releases of any and all Claims to the Released Parties and shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly against the Released Parties; (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties; (iii) seeking the enforcement, attachment, collection or recovery of any judgment, award, decree, or order against the Released Parties or the property of the Released Parties with respect to any Claim; (iv) creating, perfecting, or enforcing any encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim; and (v) asserting any right of setoff, subrogation, indemnification, recursory right, warranty, contribution or recoupment of any kind against any obligations due to or by the Released Parties with respect to any Claim.
52. **"Known Creditor"** means a Creditor listed on the list filed by the Monitor at the hearing for the Claims and Meeting Order, as may be updated from time to time.

53. **“Liquidator”** means Ernst & Young Inc., a Canadian corporation having a place of business at 800 René-Lévesque Boulevard West, Suite 1900, Montreal, Quebec H3B 1X9, acting in its capacity as court appointed liquidator of Penson Financial Services Canada Inc.
54. **“Meeting of Creditors”** means a meeting or meetings of the Creditors to consider and vote on the Plan held pursuant to the Claims and Meeting Order and includes any meeting or meetings resulting from the adjournment thereof.
55. **“Monitor”** means Raymond Chabot Inc. (represented by Mr. Jean Gagnon, CPA, CA, CIRP, SAI), solely in its capacity as monitor in the CCAA Proceedings, or such other entity as may be approved by the CCAA Court in the future to serve in such capacity in the CCAA Proceedings.
56. **“MRACS”** means MRACS Ltée / Gestion MRACS Ltd. and its predecessors and successors.
57. **“MRC”** means Corporation Mount Real/Mount Real Corporation and its predecessors and successors.
58. **“Net Capital”** means the capital initially invested by a Class Member, without any interest thereon, less any amount paid to the Class Member.
59. **“Notice to Creditors”** means the notice of the Claims and Meeting Order to be published on the Website on the Publication Date, which shall set out the Claims Procedure, Claims Bar Date, Claims Resolution Process, the notice of the Meeting of Creditors, the notice of the application for Court approval of the Plan and the Creditors’ Instructions, being substantially in the form of Schedule “B” to the Claims and Meeting Order.
60. **“Notice of Rejection”** means the notice informing a Creditor that the Monitor, in consultation with Class Counsel, have determined that the Creditor’s Claim is deemed or is presumed rejected and setting out the reasons for rejection.
61. **“Notice of Revision”** means the notice informing a Creditor that the Monitor, in consultation with Class Counsel, have revised all or part of such Creditor’s Claim set out in its Proof of Claim and setting out the reasons for revision.
62. **“Ordinary Creditors”** means Persons holding Ordinary Claims.
63. **“Ordinary Claims”** means Claims in the CCAA Proceedings that are: i) filed as Ordinary Claims with the Monitor subject to being accepted as Proven Claims under the Plan; ii) proof of claims previously filed in the Bankruptcies with the Trustee, subject to being accepted as Proven Claims under the Plan; and iii) Class Actions Claims filed with the Monitor which are concurrently deemed filed as Ordinary Claims for the same amount.
64. **“Parties”** means the Trustee (in its capacity as a trustee to the Bankruptcies and Monitor), the Class Plaintiff (in her capacity as representative of the Class) and the Settling Defendants.

65. **"Penson"** means Penson Financial Services Canada Inc.
66. **"Penson Agreement"** means the agreement entered into on October 3 and 5, 2016 between the Class Plaintiff and the Liquidator and homologated by the court in the liquidation proceedings of Penson on October 18, 2016.
67. **"Penson Consideration"** means the amount to be paid by the Liquidator on behalf of Penson set forth in the Penson Agreement.
68. **"Person"** means and includes a natural person or persons, a group of natural persons acting as individuals, a group of natural individuals acting in collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy (including the Trustee), or receiver of any such person or entity.
69. **"Plan"** means the plan of compromise and arrangement filed with respect to the Debtors in the CCAA Proceedings, including any amendment thereto if such amendment is agreed in writing to by all of the Parties to the Plan Support Agreement.
70. **"Plan Implementation Date"** means the Business Day on which the Monitor has filed with the CCAA Court the certificate contemplated in the Plan.
71. **"Plan Support Agreement"** means the Plan Support and Settlement Agreement entered into among the Settling Defendants, the Trustee and the Class Plaintiff on the Execution Date, and as the context requires, includes the Confidentiality Agreement and the Penson Agreement.
72. **"Proceedings"** means the Bankruptcy and the CCAA Proceedings.
73. **"Promissory Notes"** means promissory notes allegedly issued and/or guaranteed by MRC and its affiliated or related or formerly affiliated or related entities MRACS, Real Vest and RAAC from 1993 to November 2005. For greater certainty, the notes issued by any other entity are expressly excluded from this definition.
74. **"Proof of Claim"** means the forms of Proof of Claim for Ordinary Creditors and Class Members as approved by the Claims and Meeting Order.
75. **"Property"** means all the Debtor Companies' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.
76. **"Proven Claims"** means a Claim finally determined, settled or accepted for voting and distribution purposes in accordance with the provisions of the Plan or the Claims Resolution Process, in the applicable category or categories as an Ordinary Claim and/or a Class Action Claim.

77. "**Publication Date**" means the date on which the publication of the Notice to Creditors on the Website has been completed.
78. "**RAAC**" means Corporation Real Assurance Acceptation and its predecessors and successors.
79. "**Raymond Chabot Inc.**" or "**RCGT**" means Raymond Chabot Inc. in such capacity of Monitor or Trustee as required by the context.
80. "**Real Vest**" means Real Vest Investments Ltd. and its predecessors and successors.
81. "**Related Released Parties**" means all of the Persons who are Released Parties in relation to a particular Settling Defendant.
82. "**Released Parties**" means the Settling Defendants, their affiliates, subsidiaries, predecessors, successors, affiliates of their predecessors and successors, and each of their shareholders, directors, officers, agents, employees, partners, members, legal counsel, experts, consultants, advisors and/or insurers and includes Persons who have a financial interest in, perform services for, or have commercial dealings with one of the Released Parties.
83. "**Representation Order**" means the order to be rendered on the CCAA Filing Date in the CCAA Proceedings by the CCAA Court appointing, as representatives of the class members designated in the Class Action, the Class Plaintiff, represented by the Class Counsel, to further act on behalf of the Class before the CCAA Court in the context of the CCAA Proceedings.
84. "**Settlement Consideration**" means, subject to the terms of the plan Support Agreement, the aggregate sum of no less than \$43,025,000 to be delivered by the Settling Defendants in their respective proportions pursuant to Section 2 of the Confidentiality Agreement (excluding the amounts payable by BDO and SLF for the costs of the arrangement under the CCAA) and the Penson Agreement, plus the Bankruptcy Consideration.
85. "**Settling Defendants**" means B2B, the Liquidator on behalf of Penson, Deloitte, BDO and SLF.
86. "**Settling Defendants' Consideration**" means the aggregate sum of no less than \$43,025,000 to be delivered by the Settling Defendants in their respective proportions pursuant to the Plan Support Agreement.
87. "**SLF**" means Schwartz Levitsky Feldman LLP, a limited partnership with a place of business at 1980 Sherbrooke Street West, 10th Floor, Montreal, Québec H3H 1E8.
88. "**SLF Consideration**" means the amount to be paid by SLF set forth in the Confidentiality Agreement, excluding the amount payable for the costs of the arrangement under the CCAA.
89. "**Stay Period**" means the period of the stay of proceedings ordered in the Initial Order, as may be extended by the Court from time to time.

90. **“Trustee”** means Raymond Chabot Inc., a Québec company having a place of business at 600 De La Gauchetière Street West, Suite 2000, Montréal, Québec, H3B 4L8, solely in its capacity as trustee appointed in the Bankruptcies of the Debtors.
91. **“Unaffected Claims”** or **“Unaffected Claim”** has the meaning given to that term in the Plan.
92. **“Website”** means the website maintained by the Monitor in respect of the CCAA Proceedings pursuant to the Initial Order at the web address listed in the Claims and Meeting Order.

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT

(Commercial Division)

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
c. C-36, as amended)

NO: 500-11-051741-169

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

**CORPORATION MOUNT REAL / MOUNT
REAL CORPORATION
GESTION MRACS LTÉE / GESTION MRACS
LTD.**

**REAL VEST INVESTMENTS LTD. -and-
CORPORATION REAL ASSURANCE
ACCEPTATION,**

Debtor Companies - Respondents

-and-

RAYMOND CHABOT INC.

Monitor

-and-

ANDRÉE MÉNARD

Class Plaintiff / Applicant

-and-

**VONWIN CAPITAL MANAGEMENT, L.P., a
legal person operating at 261 Fifth Avenue, 22nd
Floor, New York, NY 10016, USA**

Mise-en-cause

LIST OF EXHIBITS

Exhibit 1: Example letter dated December 20, 2016 sent by VonWin Capital Management to a Class Member;

Montreal, January 13, 2017

Trudel Johnston & Lespérance

Trudel Johnston & Lespérance
Attorneys for Class Plaintiff Andrée
Ménard



261 Fifth Avenue
22nd Floor
New York, NY 10016
Tel: 212.889.9700
Fax: 212.889.2232

December 20, 2016



Re: **CORPORATION MOUNT REAL/MOUNT REAL CORPORATION
GESTION MRACS LTÉE/ GESTION MRACS LTD.
REAL VEST INVESTMENTS LTD. AND
CORPORATION REAL ASSURANCE ACCEPTATION (collectively, "Mount Real")
PROVINCE OF QUEBEC, DISTRICT OF: 01-MONTREAL, COURT NO. : 500-11-051741-169**

Dear Claimant:

VonWin Capital Management, L.P. ("VonWin") is a firm focused on the purchase of defaulted, distressed and illiquid financial instruments. As you may be aware, Mount Real was placed under CCAA protection in Quebec. Per court records, you have an Allowed Claim in the amount of CAD \$44,837.85. VonWin is interested in purchasing your Allowed Claim at a Purchase Rate of **20% of the Allowed Claim amount.**

If you are interested in accepting this offer, please complete and submit to VonWin the following items:

- Sign and date the attached "Sale and Assignment Agreement" on the line directly above your name.
- Provide a copy of the populated Proof of Claim Form you received from the Monitor Raymond Chabot Inc. evidencing your Allowed Claim amount.
- A copy (or copies if more than one signor) of your valid driver's license or passport to verify signature of the signor(s). Alternatively, you may have your signature notarized before a notary public.
- Please fax or email the signed agreements and support to John Okemah at the contact information below on or before **January 20, 2017.**

After its receipt of all the above-stated documents in good form, VonWin will send payment to you along with countersigned copies of the transfer documents within five business days of its receipt of Mount Real's written acknowledgment of the assignment.

If you have any questions regarding this offer, please contact me.

Sincerely,

John Okemah
Tel: +1 (212)-889-5481
Fax: + 1(212)-889-2232
E-mail: **JO@vonwincapital.com**

ASSIGNMENT AGREEMENT (“Assignment”)

1. **Assignment of Claim.** Seller (as noted in signature block below), in consideration of the “Purchase Price” (as computed below), assigns and transfers to VonWin Capital Management, L.P. (“Buyer”) all of Seller’s right, title, and interest in the claims⁶⁹ and any and all ancillary rights, distributions, and/or sources of recovery resulting from those claims (collectively, the “Assigned Rights”) that Seller holds against Mount Real Corporation and/or one or more of its affiliate debtors⁷⁰ (collectively and individually, “Debtor”) in the insolvency case, styled *In The Matter of the Plan of Compromise or Arrangement of Corporation Mount Real, et al.*, Court File No. 500-051741-169 (the “Proceeding”), pending before the Superior Court (Commercial Room) for the District of Montréal, Canada (the “Court”). The Purchase Price will be paid to Seller within five business days of Buyer’s receipt of an executed copy of the “Acknowledgement Letter” (substantially in the form attached as page 2 of Exhibit A) from the Proceeding’s monitor (the “Monitor”).

Class Action Claim:	CAD \$44,837.85
Purchase Rate:	20%
Purchase Price:	CAD \$8,967.57

2. **Representations and Warranties.** Seller represents and warrants that: (a) the Assigned Rights are valid, due, and owing, undisputed, liquidated and non-contingent; (b) Seller has delivered to Buyer a true and correct copy of the *Proof of Claim Form* that it received in the Proceeding and has accepted and filed it in the Proceeding as-is and does not, did not, or will not dispute it; (c) no objection to the Assigned Rights exists or has been threatened in the Proceeding or otherwise; (d) no payment has been received by Seller, or by any third party claiming through Seller, in full or partial satisfaction of the Assigned Rights; (e) Seller has not previously assigned, sold, factored, or pledged the Assigned Rights to any third party, in whole or in part; (f) Seller owns and has title to the Assigned Rights free and clear of any and all liens, security interests, or encumbrances of any kind; (g) neither Seller nor any other party has any liabilities or obligations in connection with the Assigned Rights; and (h) the Assigned Rights are not subject to any right or claim of set-off, reduction, recoupment, avoidance, disallowance, subordination, preference, or any other defense of any kind that has been or may be asserted by Debtor or any other party to reduce or impair the value of the Assigned Rights or cause them to be treated differently from other allowed class action claims and/or ordinary claims in the Proceeding. For the avoidance of doubt, Buyer does not accept or assume any obligations of Seller or any other person relating to the Assigned Rights, except for payment of the Purchase Price to Seller.

3. **Additional Agreements.** Seller hereby irrevocably appoints Buyer as its true and lawful attorney and authorizes Buyer to act in Seller’s stead, to demand, sue for, compromise, and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Assigned Rights. Seller agrees to promptly forward to Buyer all notices received in connection with the Assigned Rights and waives any right or authority that it may hold to revoke, amend, or modify the administrative or payment details for the Assigned Rights with Debtor, the Monitor, and/or the Court or otherwise. Seller further agrees that any distribution received by Seller on account of the Assigned Rights shall constitute the property of Buyer to which Buyer has an absolute right, and that Seller will hold such property in trust and will, at its own expense, and deliver to Buyer within five business days any such property in the same form received, together with any endorsement or documents necessary to transfer such property to Buyer. The Parties agree that this Assignment constitutes the entire agreement, and that it shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to the conflict of law rules thereof.

IN WITNESS WHEREOF, Seller has duly executed this Assignment on this _____ day of December 2016 / January 2017.

Buyer: VonWin Capital Management, L.P.

Seller:

Address: 261 Fifth Avenue
22nd Floor
New York, NY 10016

Address:

Signature: _____
Name: Roger von Spiegel
Title: Managing Member, VonWin Capital, LLC the General Partner of VonWin Capital Management, L.P.

Signature: _____
Name: _____
Title: _____

Date: _____

Date: _____

⁶⁹ Seller’s claims, include, but are not limited to, “Class Action Claim” and “Ordinary Claim” as defined in Debtor’s Court-approved *Plan of Compromise and Arrangement*.

⁷⁰ Affiliate debtors include Gestion MRACS Ltd., Real Vest Investments Ltd., and/or Corporation Real Assurance Acceptation.

EXHIBIT B – TRANSFER NOTICE AND ACKNOWLEDGMENT

Notice of Assignment to Monitor and Debtor

To: Raymond Chabot Inc. (“Monitor”)
 Attention: Claims Department
reclamationmtl@rcgt.com

From: (“Seller”)
 VonWin Capital Management, L.P. (“Buyer”)

Re: CCAA Mount Real Corporation *et al.*, Court File No.: 500-051741-169 (the “Proceeding”)
 Mount Real Corporation, *et al.* (collectively, “Debtor”)
 Class Action Claim CAD \$44,837.85
 and Ordinary Claim CAD \$75,128.30
 in the Proceeding (collectively, the “Claims”)

Dear Monitor:

Please take notice of the following:

1. As of _____ 2016/ 2017 Seller has assigned the Claims to Buyer.
2. All future notices, correspondence, and/or payments relating to the Claims should be paid to Buyer pursuant to the administrative details set forth below:

<u>Contact Information:</u>	<u>Bank Account Information:</u>
VonWin Capital Management, L.P. 261 Fifth Avenue, 22nd Floor New York, NY 10016 USA Attention: Charmaine Wilson Telephone: +1 (212)-889-1601 Facsimile: +1 (212)-889-2231 Email: <u>cw@vonwincapital.com</u>	Bank Name: HSBC Bank Canada Bank Address: 70 York Street Toronto, ON M5J 1S9 SWIFT: HKBCCATT Acct No.: 002-474328-001 Acct Name: VonWin Capital Management, L.P. Reference: CCAA Mount Real Corporation et. al. / Janet Ann Watson

Please acknowledge this notice by signing and returning the attached acknowledgement to Buyer.

Buyer: VonWin Capital Management, L.P.
 Address: 261 Fifth Avenue
 22nd Floor
 New York, NY 10016

Seller: Janet Ann Watson
 Address: 470 Winder St.
 Sherbrooke, QC J1M 0C7
 CANADA

Signature: _____
 Name: Roger von Spiegel
 Title: Managing Member, VonWin
 Capital, LLC the General Partner of
 VonWin Capital Management, L.P.

Signature: _____
 Name: _____
 Title: _____

Date: _____

Date: _____

Acknowledgement Letter

_____ 2016/ 2017

Via email to:

VonWin Capital Management, LP
Attention: Anthony La Grassa
261 Fifth Avenue, 22nd Floor
New York, NY 10016
Telephone No.: +1 (212) 897-9400
Facsimile No.: +1 (212) 889-2232
E-mail: al@vonwincapital.com

Re: Proceeding: CCAA Mount Real Corporation et al., Court File No. 500-051741-169
Debtor(s): Mount Real Corporation *et al.*
Monitor: Raymond Chabot Inc.
Assigned Claims: Class Action Claim CAD \$44,837.85
and Ordinary Claim CAD \$75,128.30 in the proceeding
Seller: Janet Ann Watson
Buyer: VonWin Capital Management, L.P.

Dear Anthony:

Monitor hereby acknowledges receipt of a copy of the Notice of Assignment executed by and between Seller and Buyer regarding the above-referenced Assigned Claims.

Monitor further notes the sale, assignment, and transfer of the Assigned Claims to Buyer, and that Buyer is entitled to any and all amounts payable deriving from the Assigned Claims in connection with the above-referenced Proceeding.

Finally, all future correspondence shall now be forwarded to Buyer at the above-listed address.

Sincerely,

Raymond Chabot Inc., as Monitor

By: _____
Name: _____
Title: _____

TRANSMISSION SLIP OF NOTIFICATION BY A TECHNOLOGICAL MEANS (ART. 110, 133 ET 134 C.p.c.)

Date : January 13, 2017

Transmission time :

FROM : ME PHILIPPE H. TRUDEL AND ME GABRIELLE GAGNÉ

FILE : 1281-1

DESTINATAIRES : VonWin Capital Management, L.P.
ANTHONY LA GRASSA
261 Fifth Avenue, 22nd, Floor
New York (New York) 10016
Facsimile No : 212 889-2232

NATURE OF THE DOCUMENT : MOTION FOR A DECLARATORY JUDGMENT (SECTION 11 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36), AFFIDAVIT, NOTICE OF PRESENTATION, APPENDIX A, LIST OF EXHIBIT AND EXHIBIT 1

COURT NUMBER : 500-11-051741-169

Pages : 25

CAUTION : THIS SEND CONSTITUTES A NOTIFICATION BY A TECHNOLOGICAL MEANS UNDER ARTICLES 110, 133 AND 134 OF THE CODE OF CIVIL PROCEDURE. IF YOU HAVE RECEIVED THIS NOTIFICATION BY ERROR, PLEASE CALL US IMMEDIATELY. THANK YOU. IF YOU DO NOT RECEIVE ALL PAGES, CALL US AS SOON AS POSSIBLE.

Operator : ADRIANA

No.: 500-11-051741-169

(Commercial Division)
SUPERIOR COURT
DISTRICT OF MONTRÉAL

Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act, R.S.C. c. C-36, as amended)
IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

CORPORATION MOUNT REAL / MOUNT REAL CORPORATION

GESION MRACS LTÉE / GESION MRACS LTD.

REAL VEST INVESTMENTS LTD -and-

CORPORATION REAL ASSURANCE ACCEPTATION

Debtor Companies - Respondents

-and-

RAYMOND CHABOT INC.

Monitor

-and-

ANDRÉE MÉNARD

Class Plaintiff / Applicant

-and-

VONWIN CAPITAL MANAGEMENT, L.P., a legal

person operating at 261 Fifth Avenue, 22nd Floor,

New York, NY 10016, USA

Mise en cause

BT 1415

Notre dossier: 1281-1

MOTION FOR A DECLARATORY JUDGMENT

(Section 11 of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36), AFFIDAVIT, NOTICE OF PRESENTATION, APPENDIX A, LIST OF EXHIBIT and EXHIBIT 1

ORIGINAL

Avocats: Me Bruce W. Johnston, Me Philippe H. Trudel,
Me André Lespérance, Me Gabrielle Gagné

TRUDEL JOHNSTON & LESPÉRANCE, S.E.N.C.

750, Côte de la Place d'Armes, bureau 90

Montréal (Québec) H2Y 2S8

Tél : 514 871-8385

Fax : 514 871-8800

Rapport résult. env.

MFP

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TRUDEL JOHNSTON & LESPÉRANCE, S.E.N.C. 730, Côte de la Place d'Armes, Suite 80, Montréal (Québec) H2Y 2X8 Téléphone : 514 871-8986 Télécopieur : 514 871-8990		
TRANSMISSION SLIP OF NOTIFICATION BY A TECHNOLOGICAL MEANS (ART. 110, 133 ET 134 C.P.C.)		
Date : January 13, 2017 Transmission time :		
FROM :	Me PHILIPPE H. TRUDEL AND Me GABRIELLE GAGNÉ	FILE : 1281-1
DESTINATAIRES :	VonWin Capital Management, L.P. ANTHONY LA CRUSA 281 Fifth Avenue, 22nd Floor New York (New York) 10018 Facsimile No : 212 689-2232	
NATURE OF THE DOCUMENT :	MOTION FOR A DECLARATORY JUDGMENT (SECTION 11 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-38), AFFIDAVIT, NOTICE OF PRESENTATION, APPENDIX A, LIST OF EXHIBIT AND EXHIBIT 1	
COURT NUMBER :	500-11-051741-169	

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CAUTION : THIS SEND CONSTITUTES A NOTIFICATION BY A TECHNOLOGICAL MEANS UNDER ARTICLES 110, 133 AND 134 OF THE CODE OF CIVIL PROCEDURE. IF YOU HAVE RECEIVED THIS NOTIFICATION BY ERROR, PLEASE CALL US IMMEDIATELY. THANK YOU. IF YOU DO NOT RECEIVE ALL PAGES, CALL US AS SOON AS POSSIBLE.

Operator : ADRIANA

No.: 500-11-051741-169
(Commerce) Division
SUPERIOR COURT
DISTRICT OF MONTRÉAL
Sitting as a court designated pursuant to the Companies'
Creditors Arrangement Act, R.S.C. c. C-38, as amended)
IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:
CORPORATION MOUNT REAL / MOUNT REAL
CORPORATION
GESTION MIRACS LTÉE / GESTION MIRACS LTD.
REAL VEST INVESTMENTS LTD. -and-
CORPORATION REAL ASSURANCE ACCEPTATION
Debtor Companies - Respondents
-end-
RAYMOND CHABOT INC. Montréal
-end-
ANDRÉE MÉNARD Class Plaintiff / Applicant
-end-
VONWIN CAPITAL MANAGEMENT, L.P., a legal
person operating at 281 Fifth Avenue, 22nd Floor,
New York, NY 10018, USA
Note dossier 1281-1 Mise en cause
BT 1415
MOTION FOR A DECLARATORY JUDGMENT
(Section 11 of the Companies' Creditors Arrangement
Act, R.S.C. 1985, c. C-38), AFFIDAVIT, NOTICE OF
PRESENTATION, APPENDIX A, LIST OF EXHIBIT and
EXHIBIT 1
ORIGINAL
Avocats: Me Bruce W. Johnston, Me Philippe H. Trudel
Me André Lespérance, Me Gabrielle Gagné
TRUDEL JOHNSTON & LESPÉRANCE, S.E.N.C.
730, Côte de la Place d'Armes, Bureau 80
Montréal (Québec) H2Y 2X8
Tel : 514 871-8986
Fax : 514 871-8990

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