SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-038474-108

DATE: 25 July 2018

UNDER THE PRESIDENCY OF: THE HONOURABLE ROBERT MONGEON, J.S.C.

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

ESTATE WBPHC COMPANY (formerly known as WHITE BIRCH PAPER HOLDING COMPANY)
- and-
ESTATE WBPC COMPANY (formerly known as WHITE BIRCH PAPER COMPANY)
-and-
ESTATE SGPI INC. (formerly known as STADACONA GENERAL PARTNER INC.)
-and-
ESTATE BSPI INC. (formerly known as BLACK SPRUCE PAPER INC.)
-and-
ESTATE FFSGPI INC. (formerly known as F.F. SOUCY GENERAL PARTNER INC.)
-and-
3120772 NOVA SCOTIA COMPANY
-and-
ESTATE GCSI INC. (formerly known as ARRIMAGE DE GROS CACOUNA INC.)
-and-
ESTATE PML INC. (formerly known as PAPIER MASSON LTÉE)
Petitioners
-and-
ERNST & YOUNG INC.
Monitor
-and-
SSEC LIMITED PARTNERSHIP (formerly known as STADACONA LIMITED PARTNERSHIP)
-and-

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FFS LIMITED PARTNERSHIP (formerly known as F.F. SOUCY LIMITED PARTNERSHIP)
-and-
FFSIA LIMITED PARTNERSHIP (formerly known as F.F. SOUCY, INC. & PARTNERS,
Mises en Cause

DISCHARGE ORDER

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[1] **CONSIDERING** the Motion for Discharge of the Monitor (the **Motion**), presented on behalf of Ernst & Young inc. in its capacity as monitor (the **Monitor**), the affidavit and exhibits filed in support thereto, the report of the Monitor dated May 23rd, 2018 filed to the Court record in support to the Motion (the **Report**) and the submissions of counsel for the Monitor;

[2] **GIVEN** the provisions of the Initial Order with respect to Estate WBPC Company (formerly known as White Birch Paper Company), Estate WBPHC Company (formerly known as White Birch Paper Holding Company), Estate SGPI Inc. (formerly known as Stadacona General Partner Inc.), Estate BSPI Inc. (formerly known as Black Spruce Paper Inc.), Estate FFSGPI Inc. (formerly known as F.F. Soucy General Partner Inc.), 3120772 Nova Scotia Company, Estate GCSI Inc. (formerly known as Arrimage de Gros Cacouana Inc.), Estate PML Inc. (formerly known as Papier Masson Ltée), SSEC L.P. (formerly known as Stadacona Limited Partnership), FFS L.P. (formerly known as F.F. Soucy Limited Partnership) and FFSIA L.P. (formerly known as F.F. Soucy, Inc. & Partners, Limited Partnership) (collectively **WB Canada**) issued by this Court in this matter (the **CCAA Proceedings**) on February 24, 2010;

[3] **GIVEN** the plan of arrangement of WB Canada dated March 17, 2015 (the **Plan**);

[4] **GIVEN** the provisions of the judgment rendered by this Court in this matter on June 3, 2015 sanctioning the Plan;

[5] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act*, (R.S.C. 1985, c. C-36) as amended;

WHEREFORE, THE COURT:

[6] **GRANTS** the Motion;

[7] **DECLARES** that the time for service of the Motion is abridged to the time actually given and that service of the Motion and supporting material is good, valid and sufficient, and any further service thereof is hereby dispensed with;

[8] **APPROVES** the content of the Report;

[9] **ORDERS** the Monitor to make the payments and remittances provided for in the Report and, upon completion, to forthwith serve to the service list, post on its website, and file in the Court record a duly executed certificate in form and substance in conformity with the certificate that was served with the Motion (the Monitor's Final Certificate);

[10] **DECLARES** that any and all actions of the Monitor from the date of its appointment, on February 24, 2010, to the time of its discharge under this Order upon filing of the Monitor's Final Certificate, are hereby approved, ratified and sanctioned by this Court and the Monitor shall be deemed to be discharged from its duties as Monitor to WB Canada in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings, provided that the Monitor has, throughout, acted reasonably and in good faith;

[11] **DECLARES** that if any cheque issued on account of the Additional and Final Distribution remains uncashed or remains returned as undeliverable (an "**Undelivered Distribution**"), on the date that is 6 months after the issuance of the Monitor's Final Certificate, the underlying claim shall be forever barred as against the Petitioners or Mise en cause without any compensation therefor, notwithstanding any applicable law to the contrary, at which time any cash held by the Monitor in relation to such Undelivered Distribution shall be remitted to the Receiver General. Nothing in this Order shall require the Monitor, Petitioners or Mises en cause to attempt to locate any creditor whose distribution is returned as undeliverable;

[12] **ORDERS** and **AUTHORIZES** the Monitor to carry out such functions and duties as may incidental to supplement its administration, where appropriate;

[13] **ORDERS** that no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor of 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 its counsel, the whole as provided by the Initial Order;

[14] **ORDERS** the provisional execution of the present Order, notwithstanding any appeal and without the necessity of furnishing any security;

THE WHOLE WITHOUT COSTS.

MONTREAL, this 25th day of July, 2018

ROBERT MONGEON, J.S.C.