Ernst & Young Inc.
800, boul. René-Lévesque Ouest
Bureau 1900
Montréal, Québec H3B 1X9
Tél/Tel: 514 875 6060
Téléc/Fax: 514 879 2600
ey.com/ca

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-038474-108

S U P E R I O R C O U R T
Commercial Division
Designated tribunal under the
Companies' Creditors Arrangement Act[1]

IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE AND ARRANGEMENT OF ESTATE WBPC COMPANY (FORMERLY KNOWN AS WHITE BIRCH PAPER COMPANY) AND VARIOUS SUBSIDIARIES AND AFFILIATES

DEBTORS

- and -

ERNST & YOUNG INC.

MONITOR

REPORT OF THE MONITOR – JUNE 5, 2013

INTRODUCTION AND BACKGROUND

1. On February 24, 2010, on a Motion made by Estate WPBC Company (formerly known as White Birch Paper Company and hereinafter referred to as "**WB**") and various of its affiliates (collectively referred to as the "**Applicants**"), the Superior Court of the Province of Québec for the District of Montréal ("**Court**"), sitting as the designated tribunal pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**")[1] issued an order ("**Initial Order**") declaring that the Applicants are debtor companies to which the CCAA applies, appointing Ernst & Young Inc. as monitor ("**EYI**" or "**Monitor**") and granting certain relief to the Applicants and various partnerships in which the Applicants have an interest ("**Partnerships**") (the Applicants and the Partnerships are hereinafter referred to collectively as "**WB Canada**")[2]. The Initial Order has since been extended and is now scheduled to expire on June 13, 2013.

2. Also on February 24, 2010, Estate Bipco LLC (formerly known as Bear Island Paper Company, LLC and hereinafter referred to as "**Bipco**"), a subsidiary of WB with activities in the U.S.,

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1 *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

2 The entities subject to the Initial Order are Estate WBPHC Company (f/k/a/ White Birch Paper Holding Company), Estate WBPC Company (f/k/a White Birch Paper Company), Estate SGPI Inc. (f/k/a Stadacona General Partner Inc.), Estate BSPI Inc (f/k/a Black Spruce Paper Inc.), Estate FFSGPI Inc. (f/k/a F.F. Soucy General Partner Inc.), 3120772 Nova Scotia Company, Estate GCSI Inc. (f/k/a Arrimage De Gros Cacouna Inc.), Estate PML Inc. (f/k/a Papier Masson Ltée.), SSEC L.P. (f/k/a Stadacona L.P.), FFS L.P. (f/k/a F.F. Soucy L.P.), and FFSIA L.P. (f/k/a F.F. Soucy, Inc. & Partners, Limited Partnership).

commenced a case under the provisions of Chapter 11 of the U.S. *Bankruptcy Code*[3] (the "**Code**") (Bipco and WB Canada are hereinafter referred to collectively as "**WB Group**" or "**Companies**"). The information regarding the proceedings initiated by Bipco under the Code, together with the "first day orders" made by the Bankruptcy Court for the Eastern District of Virginia, Richmond Division ("**U.S. Court**") at the request of Bipco, can be found on the website of the claims agent retained by Bipco, Garden City Group, Inc., at www.gardencitygroup.com/cases/bip.

3. Also on February 24, 2010, some of the entities within WB Canada[4] applied for relief under the provisions of Chapter 15 of the Code. On February 26, 2010, the U.S. Court issued a temporary restraining order under the provisions of Chapter 15 of the Code, and on March 5, 2010, it granted a preliminary injunction, pending a more complete hearing to be held on March 22, 2010. At the hearing held on March 22, 2010, the U.S. Court granted recognition of the Canadian proceedings under the CCAA as foreign main proceedings, recognised Estate WBPC Company as the duly appointed foreign representative, declared that all of the provisions of section 1520 of the Code apply to the proceedings initiated by some of the entities within WB Canada, and gave full force and effect to the Initial Order[5] in the U.S., provided that the Initial Order[5] is not revoked, terminated or expired.

4. The orders granted by this Court and by the U.S. Court (collectively, the "**Courts**"), together with the relief provided under the CCAA and the Code[6] (collectively, the "**Orders**") provide, among other things, for a stay of proceedings against the entities comprising WB Group while they restructure their business and financial affairs.

5. The Initial Order as previously extended is scheduled to expire on June 13, 2013, and the Applicants have indicated their intention to seek a further extension of the Initial Order.

6. The present report is intended to provide the Court with information relevant to the motion for an extension of the Initial Order, and more particularly on the current activities of WB Group and the progress of its restructuring efforts. This report is presented under the following headings:

   6.1. Introduction and background;

   6.2. Terms of reference and disclaimer;

   6.3. Financial information and cash flows;

   6.4. Status of Proceedings; and

   6.5. Conclusions and recommendation.

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[3] *U.S. Code,* title 11, chapter 11.

[4] The entities which requested relief under Chapter 15 of the Code are Estate WBPC Company (f/k/a White Birch Paper Company), Estate SGPI Inc. (f/k/a Stadacona General Partner Inc.), Estate PML Inc. (f/k/a Papier Masson Ltée.), SSEC L.P. (f/k/a Stadacona L.P.), FFS L.P. (f/k/a F.F. Soucy L.P.), and FFSIA L.P. (f/k/a F.F. Soucy, Inc. & Partners, Limited Partnership).

[5] As amended, modified or extended from time to time by the Court.

[6] Sections §361 and §362 of the U.S. *Bankruptcy Code*.

TERMS OF REFERENCE AND DISCLAIMER

7. In preparing this report, EYI has relied upon unaudited financial information, company records, company prepared financial information and projections, discussions with management and employees of WB Group, and information from various other sources.

While we reviewed various documents and believe that the information therein provides a fair summary of the transactions as presented to us or as reflected in the documents presented to us, such work does not constitute an audit or verification of such information for accuracy, completeness, or compliance with generally accepted accounting principles. Accordingly, EYI expresses no opinion or other form of assurance in respect of such information.

In the course of our mandate, we have assumed the integrity and truthfulness of the information and explanations presented to us, within the context in which it was presented. To date, nothing has come to our attention which would cause us to question the reasonableness of this assumption.

Finally, we have requested that management bring to our attention any significant matters which were not addressed in the course of our specific inquiries. Accordingly, this report is based solely on the information (financial or otherwise) made available to us.

This report has been prepared for the use of this Court and WB Group's stakeholders as general information relating to the entities comprising WB Group and their operations. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose. We will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this report contrary to the provisions of this paragraph.

8. Terms not otherwise defined herein shall have the meaning ascribed to them in the Initial Order, or in previous reports of the Monitor, as the case may be.

FINANCIAL INFORMATION AND CASH FLOWS

9. The closing with BD White Birch Investment LLC ("**BDWBI**") of the asset sale agreement dated August 10, 2010, as amended from time to time (the "**ASA**") occurred on September 13, 2012. As a result of the closing, the Companies do not presently have any activity other than working towards a resolution of the remaining issues arising from the closing, winding down the estates and preparing a plan of distribution of the proceeds. Accordingly, the Companies have not prepared quarterly financial statements, as these would not be meaningful.

10. As well, updated financial projections have not been prepared, in view of the stage of advancement of the restructuring proceedings. In view of these limited activities, the Companies considered that financial projections would not be relevant, and the Monitor concurs with this assessment.

STATUS OF PROCEEDINGS

11. The Initial Order was made on February 24, 2010 and was extended on several occasions since that date. The most recent order of the Court extending the Initial Order was made on November 30, 2012 and grants an extension until June 13, 2013.

12. The Monitor prepared several reports to the Court addressing the status of the proceedings and the Companies' progress towards the formulation of a plan of compromise and arrangement. The matters discussed in the said reports are still relevant, and will not be repeated herein. The present report only addresses matters that have changed since our latest report dated March 12, 2013.

Closing of the transaction with BDWBI

13. The closing of the transaction with BDWBI occurred on September 13, 2012. In the context of this transaction, BDWBI designated some of its affiliates to be the purchaser of the assets ("**Purchaser**"). Although the closing has occurred, there remain certain issues that need to be resolved between the Purchaser, the Companies and certain stakeholders, more particularly the former employees and the retired employees of the Companies. These issues were summarized in the Monitor's report dated March 12, 2013, and the developments since that date are outlined hereunder.

14. With respect to the payment of obligations incurred by the Companies prior to the closing, the Monitor is continuing its analysis of the individual charges to assess whether these are payable by the Companies, or should be paid by the Purchaser.

15. With respect to the issue of the creation of new pension plans having hybrid characteristics between a defined benefit and a defined contribution pension plan, we understand this issue is not yet resolved, as appears from the recent correspondence received from Mtre Jocelyn Morency of Boily Morency Roy, dated May 27 and June 5, 2013 (Appendix A).

16. At the hearing held on March 20, 2013, the Court heard a motion for directions from the Regroupement des Employés Retraités de White Birch Stadacona ("**Regroupement**"), and made an order addressing the request by Regroupement to be provided with additional information and be kept apprised of further developments in the progress of the implementation of the new pension plans. An appeal was lodged in connection with this order with the authorization of the Court of Appeal, by judgment rendered on April 12, 2013 (Appendix B). The hearing on the appeal is scheduled for July 11, 2013.

Allocation of proceeds between WB Canada and Bipco

17. The issue of allocation of proceeds between WB Canada and Bipco is explained in the Monitor's reports dated November 28, 2012 and March 12, 2013. Based on the issues that have been identified, the allocation issues could represent a potential variance in outcome of up to approximately $40.5 million, out of total proceeds of $75.7 million.

18. Further to negotiation meetings held in New York on January 23 and February 12, 2013, the Companies submitted on May 26, 2013 a draft proposal for a definitive allocation of proceeds between the Canadian and U.S. estates. The proposal is presently under consideration by the various stakeholders.

Proceedings in the US to recharacterize the claim of WB Canada against Bipco

19. The issue of the proceedings in the US to recharacterize the claim of WB Canada against Bipco was outlined in the previous reports of the Monitor, in particular in the report dated November 28, 2012[7].

20. As of the date of this report, the U.S. Court has not yet rendered its written decision regarding the recharacterization of the claim of WB Canada against Bipco.

21. In the context of the exchanges regarding the submissions of the various parties on the order that could be made by the US Court, there was an assertion that insufficient evidence had been provided to support a proposed finding regarding the remaining balance of intercompany charges, after recharacterization of a portion of the account as a membership interest. As a consequence, the Monitor's counsel in the US requested, and the Court granted, an additional separate hearing to address the quantum of the remaining intercompany account. This hearing is scheduled for June 11, 2013.

Legal proceedings – Lazard & Freres Co LLC

22. The Companies had retained Lazard & Freres Co LLC ("**Lazard**") as a financial adviser, in particular to assist the Companies with the sizing of an interim financing loan facility, identification and selection of an interim lender and preparation and management of a Sale and Investor Solicitation Process[8].

23. A dispute arose between the Companies and Lazard regarding the quantification of Lazard's remuneration. The Monitor understands that the dispute relates primarily to the following:

    23.1. the interpretation of the terms and conditions of Lazard's letter of engagement;

    23.2. the fee is set in part in relation to the purchase price for the assets sold through the ASA, and Lazard and the Companies have not agreed as to how to quantify the purchase price.

24. Lazard has retained Gowling Lafleur Henderson to represent it and filed a motion which has been postponed while Lazard and the Companies attempt to resolve the dispute.

Claims Process to address potential claims against Directors and Officers

25. The Companies started discussions with the Monitor with a view to design and suggest to the Court a process to identify and document the claims that could be made against directors and officers of the Companies, and that could be susceptible to compromise and/or released in the context of an eventual plan of compromise and arrangement.

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7 See Monitor's report dated November 28, 2012, at paragraph 42.

8 See the Monitor's reports dated February 23, 2010 and April 21, 2010.

CONCLUSIONS AND RECOMMENDATION

26. The Initial Order as previously extended is scheduled to expire on June 13, 2013, and the Applicants have indicated their intention to seek a further extension of the Initial Order.

27. The Companies have made substantial progress to resolve the estate allocation issues, however the process is not complete, and the discussions on the remaining issues are continuing.

28. In the present circumstances, the Monitor believes that a further extension of the stay of proceedings would not be prejudicial to the creditors of WB Group.

29. Based on discussions with representatives of WB Group, the Monitor believes WB Group has acted and is continuing to act in good faith and with due diligence.

30. Based on the foregoing, the Monitor recommends that the Court grant an extension of the stay of proceedings as requested by WB Canada.

All of which is respectfully submitted this 5th day of June 2013.

ERNST & YOUNG INC.
In its capacity as the monitor appointed by the Court
in the matter of the proposed compromise and
arrangement of White Birch Paper Holding Company *et al.*

Per: Martin P. Rosenthal, CPA, CA, CIRP
Senior Vice-President

Per: Jean-Daniel Breton, CPA, CA, FCIRP
Senior Vice-President

Appendix A – Letter from the Boily Morency Roy, dated May 27 and June 5, 2013

BOILY MORENCY ROY
a v o c a t s

Québec, le 27 mai 2013

Sans préjudice
Par courriel

Me Jean-Yves Simard
jysimard@lavery.ca
LAVERY, S.E.N.C.R.L.
1, Place Ville-Marie, 40e étage
Montréal (Québec) H3B 4M4

Objet: WHITE BIRCH STADACONA
N/D: 2897.01

Cher confrère,

Indépendamment des autres sujets qui nous préoccupent relativement aux retraités-syndiqués, nous nous concentrons maintenant sur le sort réservé aux retraités-cadres de Stadacona.

Bien que vous nous ayez déjà informés que la position de votre cliente nous serait ultérieurement communiquée, cela remonte à plus de six mois.

Aussi, estimons nous que depuis tout ce temps passé, votre cliente est sûrement en mesure de nous confirmer qu'une compensation leur sera offerte.

À ce stade-ci, nous ne vous demandons pas quelle sera cette compensation ni quand elle sera versée. Nous désirons simplement être informés si votre cliente a toujours le désir et l'intention ferme d'offrir une telle compensation.

Nous estimons également que cette simple demande, qui ne requiert qu'un oui ou un non, pourra nous être communiquée d'ici les prochains jours, afin que nous puissions adéquatement aviser les retraités-cadres qui demeurent dans l'attente depuis la fermeture de leur régime en septembre 2012.

Nous sommes également informés que le Gouvernement du Québec, sous la plume de M^{me} la ministre Agnès Maltais, aurait très récemment communiqué directement à votre cliente les mêmes préoccupations que nous avons en regard des retraités-cadres.

Bien à vous et dans l'attente d'une prompte réponse.

BOILY MORENCY ROY

JOCELYN MORENCY, AVOCAT

JM/cl

c.c. Me Sylvain Rigaud
Me Jean Fontaine
Me Gerry Apostolatos

BOILY MORENCY ROY
a v o c a t s

Québec, le 5 juin 2013

Sans préjudice
Par courriel

Me Jean-Yves Simard
jysimard@lavery.ca
LAVERY, S.E.N.C.R.L.
1, Place Ville-Marie, 40e étage
Montréal (Québec) H3B 4M4

Objet: WHITE BIRCH STADACONA
N/D: 2897.01

Cher confrère,

La présente vous est adressée en préparation de la prochaine audition prévue devant l'Honorable juge Mongeon, le 13 juin prochain. Tout en respectant par votre Appel la suspension des effets des jugements rendus les 20 et 28 mars dernier par la Cour suite à notre requête en demande d'instructions, lesdits jugements ne disposaient pas des questions relatives aux quittances dont il sera entre autre question le 13 juin prochain.

Aussi, en nous référant aux paragraphes 32 et 52 de la lettre que vous adressiez à Me Jean Fontaine, procureur de la débitrice, en date du 19 mars 2013, nous nous permettons de vous demander si le processus d'acceptation des quittances est maintenant complété.

Du même souffle et conformément à ce que vous écriviez au paragraphe 52 de ladite lettre, il semblerait que vous n'ayez pas encore adressé à chacun des retraités individuellement un avis faisant état de leur statut, à la fois face à la quittance et à leur éventuelle éligibilité à recevoir une prestation pour services passés. Comme le mois d'avril est maintenant largement dépassé, entendez-vous respecter votre engagement à nous produire une liste à jour des quittances, vous confirmant par la présente que nous avons, par l'entremise du Regroupement que nous représentons, le mandat clair et formel de l'obtenir, pour et aux noms de chacun des retraités dont une liste est ici jointe en attachement.

70, Dalhousie, bureau 010, Québec G1K 4B2 **Téléphone: (418) 694-0704** Télécopieur: (418) 694-2140
bomo@qc.aira.com

Nous demeurons donc dans l'attente de vos commentaires à cet égard, idéalement avant la fin de la présente semaine.

Bien à vous.

BOILY MORENCY ROY

JOCELYN MORENCY, AVOCAT

JM/mcl

c.c. Me Sylvain Rigaud
Me Jean Fontaine
Me Richard Bertrand
Me Gerry Apostolatos

Appendix B – Judgment of the Court of Appeal, dated April 12, 2013

COUR D'APPEL

CANADA
PROVINCE DE QUÉBEC
GREFFE DE MONTRÉAL

No: 500-09-023461-130
(500-11-038474-108)

PROCÈS-VERBAL D'AUDIENCE

DATE: Le 12 avril 2013

L'HONORABLE MARIE ST-PIERRE, J.C.A.

DÉBITEURS	AVOCAT
WHITE BIRCH PAPER HOLDING COMPANY **WHITE BIRCH PAPER COMPANY** **STADACONA GENERAL PARTNER INC.** **BLACK SPRUCE PAPER INC.** **F.F.SOUCY GENERAL PARTNER INC.** **3120772 NOVA SCOTIA COMPANY** **ARRIMAGE DE GROS CACOUNA INC.** **PAPIER MASSON LTÉE.**	Me Jean C. Fontaine (absent) *STIKEMAN ELLIOTT*

PARTIE APPELANTE	AVOCATS
BD WHITE BIRCH INVESTMENT LLC	Me Jean-Yves Simard (absent) *LAVERY, DE BILLY* Me Joseph Latham (absent) *GOODMANS LLP*

PARTIE INTIMÉE	AVOCAT
REGOUPEMENT DES EMPLOYÉS RETRAITÉS DE LA WHITE BIRCH – STADACONA	Me Jocelyn Morency (absent) *BOILY, MORENCY, ROY*

CONTRÔLEUR	AVOCATS
ERNST & YOUNG INC.	Me Sylvain Rigaud (absent) *NORTON ROSE CANADA*
MISES EN CAUSE	
STADACONA LIMITED PARTENERSHIP **F.F. SOUCY LIMITED PARTNERSHIP** **F.F. SOUCY INC. & PARTNERS, LIMITED PARTNERSHIP** **et**	
AUTRES	
LE SYNDICAT	Me Louise-Hélène Guimond (absente) *TRUDEL, NADEAU AVOCATS*

REQUÊTE POUR PERMISSION D'APPELER D'UN JUGEMENT DE LA COUR SUPÉRIEURE, DISTRICT DE MONTRÉAL
(L'HONORABLE ROBERT MONGEON), DU 20 MARS 2013
(article 13 of *Companies' Creditors Arrangement Act*)

Greffière: Elena Captari	Salle: RC.18

AUDITION

9 h 32 : Début de l'audience
Madame la juge St-Pierre rend jugement
9 h 34 : Fin de l'audience

Elena Captari

Greffière

JUGEMENT

[1] Aux termes de l'article 13 de la *Loi sur les arrangements avec les créanciers des compagnies* (L.R.C. (1985) ch. C-36) (la Loi), je suis saisie d'une requête pour permission d'en appeler d'un jugement rendu le 20 mars 2013 par le juge Robert Mongeon de la Cour supérieure du Québec, chambre commerciale (le juge), ordonnant à BD White Birch Investment LLC (la requérante) de communiquer au Regroupement des employés retraités de la White Birch – Stadacona (l'intimé) des informations et des documents au sujet de la mise en place du nouveau régime de retraite des employés de l'usine de Stadacona.

[2] La requérante soutient que le juge a erré en prononçant cette ordonnance contre elle puisque la Loi ne lui permettait pas de le faire, malgré les larges pouvoirs qu'elle lui attribue. Le juge n'avait pas la compétence de la forcer à communiquer des informations et des renseignements relatifs à la gestion de son entreprise (des actifs qu'elle a acquis) cela n'ayant rien à voir avec la réorganisation des débitrices qu'il supervise. La requérante m'invite donc à faire en sorte que notre Cour puisse intervenir dans le contexte qu'elle décrit notamment, ainsi, aux paragraphes 53, 62, 63 et 64 de sa requête :

> 53. The Judge, sitting as a CCAA Judge, does not have the jurisdiction in the proceedings involving the Debtors to issue an order against the purchaser BDWBI or any of its affiliates directing how they are to operate their business or negotiate with their employees or establish the various new pension plans, let alone order BDWBI or Stadacona WB LP to provide to the Regroupement (also not a debtor) copies of the correspondence with the Government of Quebec or any of its agencies including the Régie des rentes du Québec;
>
> 62. The issue in appeal is not whether the Regroupement is entitled to information concerning the New Pension Plan. The issue in appeal is whether the Judge, sitting as a CCAA Judge overseeing the restructuring of the Debtors, could issue the Judgment against the Purchaser when such Judgment is not made *with respect to the Debtors* with a view of assisting in their restructuring;
>
> 63. There are no provisions in the CCAA which would have granted authority to the Judge sitting as a CCAA Judge to issue the Judgment. Clearly, the Judge overstepped his authority;
>
> 64. Unless reversed in appeal, the Judgment would support the proposition that, in a CCAA restructuring, the CCAA Judge can order the sale of the assets of a debtor, order that these assets are vested free and clear to the purchaser, and yet the CCAA Judge could still issue orders against such purchaser on how to conduct its business after the sale has closed. Such a proposition would be

> manifestly unfounded and outside the scope of the CCAA, yet this is precisely what the Judgment purports to do;

[3] L'intimé conteste cette demande. Elle argue que le juge avait pleine compétence pour rendre l'ordonnance, que je dois faire preuve d'une grande déférence à son endroit et rejeter la requête pour permission d'appeler.

[4] Dans *Newfondland and Labrador* c. *AbitibiBowater inc*, (2010 QCCA 965)[1], mon collègue le Juge Jacques Chamberland énonçait ainsi les critères qui guident l'analyse à laquelle je dois me livrer :

> [25] There is no appeal as of right from decisions made under the CCAA; leave to appeal is a condition precedent to an appeal being allowed to proceed (s. 13 CCAA).
>
> [26] This requirement stems from a clear intention of Parliament to restrict appeal rights having regard to the nature and object of CCAA proceedings; an appeal court should be cautious about intervening in the CCAA process. This is not to say that leave will never be granted but it should be so only "sparingly" (*In Re Pacific National Lease Holding Corp.* (1992), 15 C.B.R. (3d) 265, at 272 (B.C.C.A.)).
>
> [27] The test for determining whether leave should be granted was enunciated by Wittman J.A. (as he then was) in *Re : Canadian Airlines Corp.* (2000), 19 C.B.R. (4th) 33 (C.A. Alta):
>
> The general criterion is embodied in the concept that there must be serious and arguable grounds that are of real and significant interest to the parties: (...) Subsumed in the general criterion are four applicable elements: (1) whether the point on appeal is of significance to the practice; (2) whether the point raised is of significance to the action itself; (3) whether the appeal is prima facie meritorious or, on the other hand, whether it is frivolous; and (4) whether the appeal will unduly hinder the progress of the action.
>
> [28] This test was considered and applied by this Court in many instances.
>
> [29] The burden rests on the party applying for leave to demonstrate that the cumulative criteria set forth above are met.

[5] Toutes les parties au dossier reconnaissent que ce sont bien les critères à examiner.

[6] La requérante me convainc que la permission doit être accordée.

- La question qu'elle soulève, une question de compétence, n'a pas été étudiée par les tribunaux à ce jour;
- Il s'agit d'une question importante et d'intérêt général;
- Sa position est sérieuse – il ne s'agit pas d'une prétention frivole;

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[1] Requête pour autorisation de pourvoi à la Cour suprême accueillie (C.S. Can., 2010-11-25), 33797. Pourvoi à la Cour suprême rejeté avec dissidence (C.S. Can., 2012-12-07), 33797, 2012 CSC 67, SOQUIJ AZ-50919467, 2012EXP-4268, J.E. 2012-2270

- l'appel n'aura pas pour effet de retarder le processus de réorganisation des débitrices puisqu'il ne porte ni sur la répartition des sommes entre les juridictions, ni sur les processus de réclamations et de distribution des sommes disponibles à la suite de la liquidation des actifs des débitrices. Tout cela peut suivre son cours, malgré l'appel.

[7] Cela dit, il en va de l'intérêt de tous que l'appel puisse être entendu dans les meilleurs délais et au moindre coût possible. Il y a donc lieu de gérer l'instance et d'ordonner que le pourvoi procède sans mémoire.

POUR CES MOTIFS, LA SOUSSIGNÉE:

[8] **ACCUEILLE** la requête pour permission d'appeler;

[9] **ACCORDE** la permission de faire appel;

[10] **ORDONNE** la continuation des procédures en première instance;

[11] **ORDONNE** à la partie appelante, après avoir fait signifier copie à la partie intimée ainsi qu'aux autres parties, de déposer au greffe au plus tard le **29 avril 2013**, cinq exemplaires d'un exposé n'excédant pas **15** pages, des pièces qui auraient normalement formé les Annexes I, II et III de son mémoire et de ses sources;

[12] **ORDONNE** à la partie intimée, après avoir fait signifier copie à la partie appelante et aux autres parties, de déposer au greffe au plus tard le **17 mai 2013**, cinq exemplaires d'un exposé n'excédant pas **15** pages, de son complément de documentation et de ses sources;

[13] **PERMET** à toute autre partie qui le jugerait nécessaire ou utile, après avoir fait signifier copie à toutes les autres parties, de déposer au greffe au plus tard le **27 mai 2013**, cinq exemplaires d'un exposé n'excédant pas **5** pages, de son complément de documentation et de ses sources;

[14] **DÉFÈRE** le dossier au maître des rôles de la Cour pour fixation dès maintenant d'une date d'audition, à la plus prochaine date disponible, pour une durée maximale de **90 minutes** (30 minutes pour l'appelante, 30 minutes pour l'intimé et 30 minutes à répartir entre les autres parties, le cas échéant);

[15] **RAPPELLE** aux parties les règles 48 et 49 des *Règles de la Cour d'appel du Québec en matière civile*, ainsi rédigées:

> 48. **Désertion.** Lorsque l'exposé et les documents qui tiennent lieu du mémoire de la partie appelante ne sont pas signifiés et produits dans le délai établi, l'appel est réputé déserté, les dispositions de l'article 503.1 du *Code de procédure civile* (chapitre C-25), compte tenu des adaptations nécessaires, trouvant ici application.

49. **Forclusion**. Lorsque l'exposé et, le cas échéant, les documents qui tiennent lieu du mémoire de la partie intimée ne sont pas signifiés et produits dans le délai établi, elle est forclose de les produire, les dispositions de l'article 505 du *Code de procédure civile* (chapitre C-25), compte tenu des adaptations nécessaires, trouvant ici application.

[16] **ORDONNE** aux parties de déposer leur exposé sur un format 21,5 cm X 28 cm (8 ½ X 11 pouces), rédigé à au moins un interligne et demi (sauf quant aux citations qui doivent être à interligne simple et en retrait), avec des caractères à l'ordinateur de douze points, le texte ne devant pas compter plus de douze caractères par 2,5 cm;

[17] **ORDONNE** que les documents déposés par les parties soient paginés de façon continue, ou soient séparés par des onglets, et comprennent une page de présentation et une table des matières.

Sans frais.

MARIE ST-PIERRE, J.C.A.