

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.	)	FRIDAY, THE 1ST
	)	
JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2017

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD
PSG WIND-DOWN LTD., OLD BHR WIND-DOWN CORP., OLD BPSU WIND-DOWN
CORP., OLD BPSDS WIND-DOWN CORP., OLD EBS WIND-DOWN CORP., OLD PLG
WIND-DOWN CORP., OLD PSGI WIND-DOWN CORP., OLD BHR INC., OLD BH INC.,
OLD BPSU INC., OLD BPSCI INC., OLD BPSUSH INC., OLD EBS INC., OLD PLG INC.,
AND OLD PSGI INC.

(Applicants)

CLAIMS RESOLUTION ORDER

THIS MOTION, made by Old PSG Wind-down Ltd. ("**PSG**"), Old BHR Wind-down Corp., Old BPSU Wind-down Corp., Old BPSDS Wind-down Corp., Old EBS Wind-down Corp., Old EBS Wind-down Corp., Old PLG Wind-down Corp., Old PSGI Wind-down Corp., Old BHR Inc., Old BH Inc., Old BPSU Inc., Old BPSCI Inc., Old BPSCI Inc., Old BPSUSH Inc., Old EBS Inc., Old PLG Inc., and Old PSGI Inc. (together, the "**Applicants**") for an order for the procedure to resolve and dispute claims against the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Brian J. Fox sworn August ~~28~~²⁸, 2017, and the Tenth Report of Ernst & Young Inc. dated ~~August 31, 2017~~^{August 31, 2017} in its capacity as Monitor of the Applicants (the "**Monitor**") and on hearing the submissions of counsel for the Applicants, the Monitor and those other parties present, no one appearing for any other party although duly served as appears from the affidavit of service of ~~Lee Nicholson~~^{Lee Nicholson}, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in respect of this Motion is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that for purposes of this Claims Resolution Order any capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Claims Procedure Orders, copies of which are attached hereto as Schedule "A", and the following terms shall have the following meanings:

- (a) **"Canadian Applicants"** means those Applicants which are incorporated under the laws of Canada or one of its Provinces, namely, Old PSG Wind-down Ltd., Old BHR Wind-down Corp., Old BPSU Wind-down Corp., Old BPSDS Wind-down Corp., Old EBS Wind-down Corp., Old PLG Wind-down Corp., Old PSGI Wind-down Corp.;
- (b) **"Bar Date"** means the applicable bar date in respect of a Claim as provided for in the Claims Procedure Orders, including the Claims Bar Date, Government Claims Bar Date, Employee Claims Bar Date or Restructuring Claims Bar Date or a bar date established by further order of the Court;
- (c) **"Canadian Claim"** means any Claim or Restructuring Claim, except for Securities Law Claims and the SEC Claim, against any one of the Canadian Applicants for which a Claimant has delivered a Proof of Claim by the applicable Bar Date or was listed in the Schedules as a Known Claimant of a Canadian Applicant;
- (d) **"Claims Procedure Orders"** means, collectively, the Claims Procedure Order of this Court dated December 19, 2016 and the Employee Claims Procedure Order of this Court dated April 10, 2017;
- (e) **"Claims Officer"** means any Person appointed as the Claims Officer by the Monitor in accordance with this Claims Resolution Order;

- (f) **“Creditors Committee”** means the Applicants’ Official Committee of Unsecured Creditors appointed in the Chapter 11 Proceedings, if then existing;
- (g) **“Cross Border Claims”** means one or more Canadian Claims and one or more U.S. Claims held by the same Claimant which all arise from similar facts, events, circumstances, agreements or invoices;
- (h) **“Disputed Canadian Claim”** means any Canadian Claim in respect of which the Monitor has issued a Notice of Revision or Disallowance;
- (i) **“Dispute Objection Deadline”** has the meaning ascribed to it in paragraph 6 of this Claims Resolution Order;
- (j) **“Effective Date”** means the effective date of the Joint Plan;
- (k) **“Equity Committee”** means the Applicants’ Official Committee of Equity Security Holders appointed in the Chapter 11 Proceedings ~~and following the Effective Date means the “Liquidation Trustee” as defined in the Joint Plan;~~
- (l) **“Joint Plan”** means the proposed Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its affiliated debtors, filed with the U.S. Bankruptcy Court on August 25, 2017, or any subsequently revised, modified, amended or restated version thereof;
- (m) **“Liquidation Trustee”** means the Liquidation Trustee as defined in the Joint Plan appointed pursuant to the Joint Plan after the Effective Date;
- (n) ~~(m)~~ **“Notice of Dispute”** means a notice, in substantially the form attached as Schedule “C” hereto, giving notice to the Monitor and the Applicants that the Claimant disputes the Notice of Revision or Disallowance and the reasons for such dispute;
- (o) ~~(n)~~ **“Notice of Revision or Disallowance”** means a notice, in substantially the form attached as Schedule “B” hereto, advising the Claimant that the Monitor,

with the consent of the Applicants, has revised or disallowed all or part of the Disputed Canadian Claim as set out in such Claimant's Proof of Claim;

- (p) ~~(e)~~ **"Request for Information"** has the meaning ascribed to it in paragraph 13 of this Claims Resolution Order;
- (q) ~~(p)~~ **"SEC Claim"** means the Proof of Claim[s] filed by the United States Securities and Exchange Commission against Old PSG Wind-Down Ltd.;
- (r) ~~(q)~~ **"Securities Law Claims"** means any Claim, whether or not the subject of an existing lawsuit, that is subject to mandatory subordination pursuant to section 510(b) of the U.S. Bankruptcy Code or comparable principles of Canadian law;
- (s) ~~(r)~~ **"Statutory Limits"** has the meaning ascribed to it in paragraph ~~19~~20 of this Claims Resolution Order;
- (t) ~~(s)~~ **"U.S. Applicants"** means those Applicants which are incorporated under the laws of the United States, namely, Old BHR Inc., Old BH Inc., Old BPSU Inc., Old BPSCI Inc., Old BPSUSH Inc., Old EBS Inc., Old PLG Inc. and Old PSGI Inc.; and
- (u) ~~(t)~~ **"U.S. Claim"** means any Claim against the U.S. Applicants for which a Claimant has delivered a Proof of Claim by the applicable Bar Date or was listed in the Schedules as a Known Claimant of a U.S. Applicant.

ADJUDICATION OF CANADIAN CLAIMS

3. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim in respect of Canadian Claims filed in accordance with the Claims Procedure Orders, in consultation with the Applicants, (and following the Effective Date, the Liquidation Trustee) and shall accept, revise or disallow the amount of each Canadian Claim, unless the Monitor declines to accept, revise or disallow the Canadian Claim pursuant to paragraph ~~20~~21 of this Claims Resolution Order.

4. **THIS COURT ORDERS** that for any Canadian Claim that the Monitor revises or disallows, the Monitor shall notify the Claimant that the Canadian Claim has been revised or

disallowed and the reasons therefor, by sending a Notice of Revision or Disallowance to the Claimant at the Claimant's address identified on their Proof of Claim. The Monitor shall provide a copy of all Notices of Revision or Disallowance to the Creditors' Committee, if applicable and the Equity Committee (and following the Effective Date, the Liquidation Trustee) within five (5) calendar days of it being sent to the Claimant.

5. **THIS COURT ORDERS** that in revising or disallowing any Canadian Claim, the Monitor may take account of and determine the presence and amount, if any, of any set-off or counterclaim or Statutory Limits relating to such Canadian Claim.

6. **THIS COURT ORDERS** that a Claimant that intends to dispute a Notice of Revision or Disallowance shall deliver a Notice of Dispute, including the reasons for the dispute, to the Monitor, with a copy to the Applicants, within twenty-one (21) calendar days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing (the "**Dispute Objection Deadline**"). In the event that a dispute raised in a Notice of Dispute is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Applicants (and following the Effective Date, the Liquidation Trustee), the Monitor shall refer the dispute raised in the Notice of Dispute to a Claims Officer or the Court for adjudication. The Monitor or the Applicants shall inform the Creditors' Committee and Equity Committee or the Liquidation Trustee, as applicable, of any Canadian Claims referred to a Claims Officer or the Court for adjudication.

7. **THIS COURT ORDERS** that the Monitor shall provide copies of any filed Notice of Dispute to the ~~Equity Committee and the~~ Creditors' Committee and the Equity Committee or Liquidation Trustee, as applicable, within five (5) ~~business~~ calendar days of such Notice of Dispute being filed. Without imposing any obligation, within ten (10) calendar days of receipt of any filed Notice of Dispute, the Creditors' Committee and Equity Committee or Liquidation Trustee, as applicable, shall deliver documents or other information to the Monitor that the Creditors' Committee, Equity Committee or Liquidation Trustee, as applicable, believe are relevant to the filed Notice of Dispute not otherwise addressed in the applicable Notice of Revision or Disallowance. The Monitor shall confer with the party submitting such information or documents and may consider such documents and

information as the Monitor deems appropriate. The Monitor, in its sole discretion, may consider documents or other information delivered to the Monitor after the time period provided for in this paragraph.

8. **THIS COURT ORDERS** that, in the event that a Claimant does not file a Notice of Dispute by the Dispute Objection Deadline, such Claimant's Canadian Claim shall be revised to the amount set out in the Notice of Revision or Disallowance and such Claimant shall have no further right to dispute, contest or otherwise appeal the Notice of Revision or Disallowance or the amount of their Canadian Claim, including, for greater certainty, in the Chapter 11 Proceedings.

9. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicants (and following the Effective Date, the Liquidation Trustee), is authorized to and may attempt to consensually resolve and settle the amount of any Disputed Canadian Claim and any Canadian Claim for which the Monitor intends to issue a Notice of Revision or Disallowance prior to sending the notice and/or after sending the Notice of Revision or Disallowance but prior to a determination by the Claims Officer.

10. **THIS COURT ORDERS** that the Monitor shall consult with the Equity Committee, in connection with any Canadian Claim in excess of US\$~~750,000~~250,000 that the Monitor proposes to allow, admit, settle, resolve, value or revise in whole or in part (including by Notice of Revision or Disallowance) prior to allowing, admitting, settling, resolving, valuing or revising in whole or in part such Canadian Claim and shall only distribute on account of such Canadian Claim on ten (10) calendar days' notice to the Equity Committee.

11. **THIS COURT ORDERS** that the Monitor shall consult with the Creditors' Committee in connection with any Canadian Claim in excess of US\$~~750,000~~250,000 that the Monitor proposes to revise or disallow in whole or in part prior to issuing a Notice of Revision or Disallowance in respect of such Canadian Claim.

12. **THIS COURT ORDERS** that the Monitor shall provide notice to and consult with each of the Creditors' Committee and the Equity Committee with respect to any Disputed

Canadian Claims in excess of US\$250,000 that is referred to a Claims Officer or the Court for adjudication.

13. ~~12.~~ **THIS COURT ORDERS** that the Applicants, in consultation with the Monitor and with the consent of the Equity Committee or the Liquidation Trustee, as applicable, may determine whether the Securities Law Claims will be adjudicated pursuant to this Claims Resolution Order in the CCAA Proceedings or in the Chapter 11 Proceedings, or jointly by this Court and the U.S. Bankruptcy Court. For the avoidance of doubt, nothing in this Claims Resolution Order shall limit, impair, or affect in any way the right of the Equity Committee, the Liquidation Trustee, or any other party in interest to independently object to the Securities Law Claims pursuant to section 502(a) of the U.S. Bankruptcy Code or any other applicable U.S. or Canadian law.

14. ~~13.~~ **THIS COURT ORDERS** that the Monitor or the Applicants, ~~as applicable, (and following the Effective Date, the Liquidation Trustee)~~ at any time, may request additional information (a “**Request for Information**”), on notice to the Claimant, from any Person who, in the Monitor’s or the Applicants’ determination, possesses or has knowledge of information that the Monitor ~~or~~ the Applicants or, following the Effective Date, the Liquidation Trustee determine is relevant to its assessment of a Canadian Claim or any part thereof that is accepted by the Monitor, in consultation with the ~~Applicant~~ Applicants (and following the Effective Date, the Liquidation Trustee) for distribution and/or voting purposes. For greater certainty, it is solely the Claimant’s continuing responsibility to prove its claim to the satisfaction of the Monitor, the Claims Officer or the Court, as applicable and this section does not impose any obligation on the Monitor or the Applicants (or, following the Effective Date, the Liquidation Trustee) to issue a Request for Information.

CLAIMS OFFICER

15. ~~14.~~ **THIS COURT ORDERS** that, if necessary, the Monitor, in consultation with the Applicants, the Creditors’ Committee and the Equity Committee or the Liquidation Trustee, as applicable, may appoint a Claims Officer to determine the validity or quantum of any Disputed Canadian Claim and resolve any dispute arising from a Notice of Dispute.

16. ~~15.~~ **THIS COURT ORDERS** that the Applicants or their estates shall be entitled to pay the Claims Officer appointed by the Monitor reasonable compensation for the performance of his/her obligations set out in this Claims Resolution Order, or any further Order of the Court, on the terms set out in a retention agreement between the Claims Officer and the Applicants or the Liquidation Trustee, as applicable.

17. ~~16.~~ **THIS COURT ORDERS** that a Claims Officer, once so appointed, shall schedule and conduct a hearing ~~in writing or oral hearing~~ orally, as soon as reasonably practicable, with notice to the Claimant holding the Disputed Canadian Claim, the Monitor and the Applicants (and following the Effective Date, the Liquidation Trustee) (and the Monitor shall subsequently deliver such notice to the Equity Committee) to determine the validity and quantum of the Disputed Canadian Claim for distribution and/or voting purposes, as the case may be. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced and whether the hearing in respect of the Disputed Canadian Claim shall be in writing or heard orally. A Claims Officer may make any award of costs as the Claims Officer deems appropriate in the circumstances. For greater certainty, unless otherwise consented to by the Monitor and the Claims Officer, only the Claimant holding the Disputed Canadian Claim, the Monitor and the Applicants (and following the Effective Date, the Liquidation Trustee) may attend and participate at the hearing of the Claims Officer.

18. ~~17.~~ **THIS COURT ORDERS** that the Claims Officer shall notify the Monitor, the Claimant holding the Disputed Canadian Claim ~~and~~ the Applicants ~~(and following the Effective Date, the Equity Committee)~~ Liquidation Trustee in writing of his or her determination. The Claims Officer shall provide reasons in writing for his or her determination to the Monitor, the Applicants, the ~~Monitor~~ Liquidation Trustee when applicable, and the Claimant holding the Disputed Canadian Claim, but such reasons may be provided after the Claims Officer has made his or her determination. Prior to the Effective Date, the Applicants or the Monitor shall provide the reasons of any decision by the Claims Officer to the Equity Committee and Creditors' Committee within five (5) calendar days of receiving the reasons.

19. ~~18.~~ **THIS COURT ORDER** that the Monitor, the Claimant holding the Disputed Canadian Claim ~~or,~~ the Applicants or the Equity Committee (and following the Effective Date, ~~or the Equity Committee~~ Liquidation Trustee) may appeal the Claims Officer's determination by serving upon the others and filing with this Court, within ten (10) calendar days of receipt of the Claims Officer's reasons, a motion to appeal the Claims Officer's determination returnable on a date to be fixed by the Court. If a motion to appeal the Claims Officer's determination is not filed within such period, then the Claims Officer's determination shall be deemed to be final and binding and shall fix the quantum of such Claimant's Disputed Canadian Claim for distribution and/or voting purposes.

STATUTORY LIMITS

20. ~~19.~~ **THIS COURT ORDERS** that, with respect to all Canadian Claims, if any statutory provision of the U.S. Bankruptcy Code (including, without limitation, sections 502(b)(6), 502(b)(7), and 503(c) of the U.S. Bankruptcy Code) limits the distribution on account of such Canadian Claim to less than is permitted under the CCAA, such Canadian Claim shall be limited to the lower amount (the "**Statutory Limits**") and the Monitor is hereby ~~authorized~~ directed to revise any Canadian Claim accordingly pursuant to this Claims Resolution Order.

CROSS BORDER CLAIMS

21. ~~20.~~ **THIS COURT ORDERS** that the Monitor, with the agreement and consent of the Applicants and the Equity Committee (and following the Effective Date, ~~agreement and consent of the Equity Committee~~ the Liquidation Trustee) and, in consultation with the Creditors' Committee ~~and Equity Committee~~, may (i) accept, revise or disallow any Cross Border Claims (including the U.S. Claims) in accordance with the procedures established by this Claims Resolution Order as if the Cross Border Claims (including the U.S. Claims) were Canadian Claims; or (ii) decline to accept, revise or disallow any Cross Border Claims (including the Canadian Claims) and such Cross Border Claims (including the Canadian Claims) shall be determined in the manner provided for in the Chapter 11 Proceedings and under the U.S. Bankruptcy Code.

22. ~~21.~~ **THIS COURT ORDERS** that in the event the Monitor ~~and~~ the Applicants and the Equity Committee, and following the Effective Date, the ~~Equity Committee~~ Liquidation Trustee, cannot agree on whether Cross Border Claims shall be determined in the CCAA Proceedings pursuant to this Claims Resolution Order or in the Chapter 11 Proceedings under the U.S. Bankruptcy Code, this Court and the U.S. Bankruptcy Court shall decide on the process by which such Cross Border Claims shall be resolved.

23. ~~22.~~ **THIS COURT ORDERS** that the procedure for determining Employee Claims that are Cross Border Claims shall not be decided by the Applicants and the Monitor in accordance with paragraph 21 of this Claims Resolution Order prior to the Effective Date without consent of the Equity Committee and Creditors' Committee.

24. **THIS COURT ORDERS that** in making a determination under paragraph ~~20~~ 21 of this Claims Resolution Order on whether Cross Border Claims shall be determined in the CCAA Proceedings pursuant to this Claims Resolution Order or in the Chapter 11 Proceedings under the U.S. Bankruptcy Code, the Monitor ~~and~~ the Applicants the Equity Committee (and following the Effective Date, the ~~Equity Committee~~) ~~shall~~ Liquidation Trustee may consider the location of the Claimant, the nexus of the Cross Border Claims to Canada or the United States, the jurisdiction whose laws are principally implicated by the

Cross Border Claim, and any governing law clause in any agreement to which the Cross Border Claims relate, among other factors.

25. ~~23.~~ **THIS COURT ORDERS** that a determination made in the Chapter 11 Proceedings in respect of any U.S. Claim and any Canadian Claim which the Monitor declines to accept, revise or disallow in accordance with the terms of this Claims Resolution Order, shall be final and binding for purposes of the CCAA Proceedings and the Claimant shall have no further right to dispute, contest or appeal the decision determining the Claim pursuant to this Claims Resolution Order.

26. ~~24.~~ **THIS COURT ORDERS** that the U.S. Bankruptcy Court shall retain sole jurisdiction for any disputes with respect to all U.S. Claims and this Claims Resolution Order shall not affect in any way the determination of U.S. Claims, except as provided for in paragraph ~~20~~ 21 hereof. For the avoidance of doubt, nothing in this Claims Resolution Order shall limit, impair, or affect in any way the right of the Equity Committee or Liquidation Trustee, as applicable, or any other party in interest to independently object to any U.S. Claims that are not Cross Border Claims, any Cross Border Claims that are to be decided in the Chapter 11 Proceedings or the SEC Claim pursuant to section 502(a) of the U.S. Bankruptcy Code or any other applicable U.S. or Canadian law.

SERVICE AND NOTICES

27. ~~25.~~ **THIS COURT ORDERS** that any notice or other communication to be given under this Claims Resolution Order to the Monitor shall be in writing in substantially the form, if any, provided for in this Claims Resolution Order and will be sufficiently given only if delivered by courier, by personal delivery, email or facsimile transmission addressed to:

Ernst & Young Inc.,
in its capacity as the Court-appointed Monitor of Old PSG Wind-Down Ltd. et. al.
800 René Lévesque West, suite 1900
Montreal, Quebec
Canada H3B 1X9

Attention: Jonathan Cohen-Domanus
Email: ~~jonathan.cohen-domanus@ca.ey.com~~ jonathan.cohen-domanus@ca.ey.com
Telephone: (514) 879-8051

Fax: (514) 879-3999

with a copy to:

Thornton Grout Finnigan LLP, Counsel to the Monitor
100 Wellington St. W., Suite 3200
Toronto, ON
Canada M5K 1K7

Attention: Robert Thornton and Rachel Bengino
Email: rthornton@tgf.ca / rbengino@tgf.ca
Telephone: (416) 304-1616
Fax: (416) 304-1313

28. ~~26.~~ **THIS COURT ORDERS** that any notice or other communication to be given under this Claims Resolution Order to the Applicants shall be in writing in substantially the form, if any, provided for in this Claims Resolution Order and will be sufficiently given only if delivered by courier, by personal delivery, email or facsimile transmission addressed to:

Stikeman Elliot LLP
199 Bay Street, Suite 5300
Toronto, ON
Canada M5L 1B9

Attention: Peter Howard / Lee Nicholson
Email: phoward@stikeman.com / leenicholson@stikeman.com
Telephone: (416) 869-5500
Fax: (416) 947-0866

29. ~~27.~~ **THIS COURT ORDERS** that any notice or other communication to be given under this Claims Resolution Order to the Equity Committee or Liquidation Trustee shall be in writing in substantially the form, if any, provided for in this Claims Resolution Order and will be sufficiently given only if delivered by courier, by personal delivery, email or facsimile transmission addressed to:

McMillan LLP
Brookfield Place, Suite 4400
181 Bay Street
Toronto, ON
Canada M5J 2T3

Attention: Andrew Kent / Caitlin Fell
Email: andrew.kent@mcmillan.ca /

~~caitlin.fell@mcmillan.ca~~ caitlin.fell@mcmillan.ca

Telephone: ~~(416) 865 7841~~

~~Fax:~~ ~~(416) 865 7841~~

Fax: (416) 865 7048

with a copy to:

Brown Rudnick LLP

Seven Times Square

New York, NY 10036

Attention: Robert J. Stark / Steven B. Levine / Andrew M. Carty

Email: rstark@brownrudnick.com / slevine@brownrudnick.com /
acarty@brownrudnick.com

Telephone: (212) 209 4800

Fax: (212) 209 4801

30. ~~28.~~ **THIS COURT ORDERS** that any notice or other communication to be given under this Claims Resolution Order to the Creditors' Committee shall be in writing in substantially the form, if any, provided for in this Claims Resolution Order and will be sufficiently given only if delivered by courier, by personal delivery, email or facsimile transmission addressed to:

Cassels Brock LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON
Canada M5H 3C2

Attention: Monique Sassi
Email: msassi@casselsbrock.com
Telephone: ~~(416) 860~~ (416) 860 6886
Fax: (416) 640 3005

with a copy to:

Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998

Attention: Josef W. Mintz
Email: Mintz@BlankRome.com
Telephone: (215) 569 5528
Fax: (215) 832 5528

31. ~~29.~~ **THIS COURT ORDERS** that from and after the Effective Date any notice to the Applicants pursuant to paragraph ~~26~~28 of this Claims Resolution Order shall be addressed to the Chief-Wind Down Officer (as defined by the Joint Plan), the contact details of which shall be posted on the website of the Monitor.

32. ~~30.~~ **THIS COURT ORDERS** that any notice or other communication (including a Notice of Revision or Disallowance, a Notice of Dispute or a Request for Information) to be given under this Claims Resolution Order to a Claimant by the Applicants or the Monitor shall be deemed to be received by the Claimant on (i) two (2) business days after the date such notice is sent by registered mail if sent to the Claimant, or to the Person designated as its duly authorized representative on the Proof of Claim; or (ii) on the same date such notice is issued by courier or personal delivery to the address provided by the Claimant in its Proof of Claim, by email to the email address provided by the Claimant in its Proof of Claim or by facsimile transmission to the facsimile number provided by the Claimant in its Proof of Claim.

33. ~~31.~~ **THIS COURT ORDERS** that if the date on which a notice shall be issued or filed occurs on a day that is not a business day, then such notice or filing may be done on the next succeeding business day.

GENERAL

34. ~~32.~~ **THIS COURT ORDERS** that the forms in Schedules "B" and "C" attached hereto are approved in their entirety.

35. **THIS COURT ORDERS** that nothing in this Claims Resolution Order shall affect the rights, as they may exist, of the Equity Committee and Creditors' Committee to seek directions or a determination from this Court or other relief with respect to a determination by the Monitor to accept, revise or disallow a Canadian Claim.

36. ~~33.~~ **THIS COURT ORDERS** that (i) in carrying out the terms of this Claims Resolution Order, the Monitor shall have all of the protections given to it by the CCAA, the Second Amended and Restated Initial Order granted by this Court on October 31, 2016, this Claims Resolution Order, and as an officer of the Court, including the stay of proceedings in

its favour, (ii) the Monitor and the Claims Officer shall incur no liability or obligation as a result of carrying out the provisions of this Claims Resolution Order, (iii) the Monitor shall be entitled to rely on information provided by the Applicants and/or a Claimant, all without independent investigation, (iv) except by leave of the Court, no action lies against the Claims Officer with respect to any action taken pursuant to this Claims Resolution Order; and (v) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in information provided by the Applicants or by any Claimant.

37. ~~34.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Claims Resolution Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Claims Resolution Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Resolution Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Claims Resolution Order.

Schedule "A" - Claims Procedure Orders

[Attached]

Schedule "B" - Notice of Revision or Disallowance

[Attached]

Schedule "C" - Notice of Dispute

[Attached]

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED

Court File No: CV-16-11582-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF OLD PSG WIND-DOWN LTD. ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

CLAIMS RESOLUTION ORDER

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[Error! Unknown document property name.](#)

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Document 2 ID	PowerDocs://SETOR1/6768843/8
Description	SETOR1-#6768843-v8-PSG_CCAA_Claims_Resolution_Order
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	80
Deletions	72
Moved from	1
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Format changed	0
Total changes	154