## **SUPERIOR COURT**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NΩ		500-11-026779-054	
INO.	٠	JUU-11-020112-024	

DATE: June 9, 2006

PRESENT: The Honourable Justice Daniel H. Tingley

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

MINCO-DIVISION CONSTRUCTION INC.,

- and -

SLEB 1 INC.,

**Debtors** 

- and -

LITWIN BOYADJIAN INC., acting in its capacity as Monitor of the Debtors,

**Monitor** 

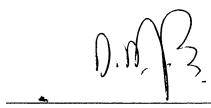
RSM RICHTER INC., acting in its capacity as Interim Receiver of the Debtors,

Interim Receiver/Petitioner

## ORDER

- [1] **CONSIDERING** the Petitioner's *Motion for Directions* (the "Motion") as well as the Affidavit in support thereof;
- [2] **CONSIDERING** the representations made by Counsel to the parties present at the hearing;

- [3] FOR THESE REASONS, THE COURT:
- [4] **GRANTS** the Motion;
- [5] **DECLARES** that the time for service of the Motion is hereby abridged so that the Motion is properly presentable and further **DECLARES** that Petitioner is released of any other requirement for service and presentation of the Motion;
- ORDERS that the marketing process (the "Marketing Process") contemplated in paragraphs 4.1 and 4.2 of the Amended Interim Receivership Order rendered by this Court on March 29, 2006 and in paragraphs 10 and 11 of the Order rendered by this Court on March 29, 2006 in connection with the Debtors' Motion to further extend the stay termination date and for other measures is hereby terminated and that said paragraphs as well as any related or ancillary orders rendered by this Court in connection therewith are hereby varied and rescinded by deleting any reference to the Marketing Process or any power, obligation or duty of the Interim Receiver in relation thereto, including any reference to reporting obligations;
- [7] **DECLARES** that any offer submitted to the Interim Receiver as a result of the Marketing Process is hereby declared null and void and of no further effect, the whole without any liability to or recourse against the Interim Receiver;
- [8] **DIRECT** the Interim Receiver to immediately cease to carry out any power, obligation or duty related to the aforementioned Marketing Process and any order of this Court in connection therewith;
- [9] **DIRECT** the Interim Receiver to advise any remaining offerors of the orders rendered herein and to remit to them any deposit associated therewith;
- [10] THE WHOLE WITHOUT COSTS.



The Honourable Daniel H. Tingley

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