

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-060024-219
No.: 500-11-060303-217

SUPERIOR COURT
(Commercial Division)

AUTORITÉ DES MARCHÉS FINANCIERS

Plaintiff

v.

**AGRO TECH VENTURES 1 INC.
MALINA CAPITAL INC.
10553034 CANADA INC. (MALINA ENERGY)
GREEN CBD TECHNOLOGY INC.
CAPE COVE FINANCIAL MANAGEMENT INC.
CALIXA CAPITAL PARTNERS INC.
DOJO KAISHI INC.**

**SILVERMONT FINANCE INC.
SILVERMONT CAPITAL INC.
MARDI.INFO INCOME TRUST
MARDI.INFO OPERATING TRUST
MARDI.INFO EXEMPT MARKET L.P.
MARDI.INFO GENERAL PARTNER INC.
9428-5855 QUÉBEC INC.
GREEN RIVER INVESTMENTS INC.
GREEN RIVER FINANCE CANADA INC.
9129-6004 QUÉBEC INC. (F.A.S. GREEN RIVER
FINANCE)**

the Defendants

-and-

**RAYMOND CHABOT ADMINISTRATEUR
PROVISOIRE INC.**

Receiver

UNOFFICIAL TRANSLATION¹

DISTRIBUTION PLAN OF THE RECEIVER

October 3, 2024

¹ This document is an unofficial translation of the official French version of the Distribution Plan. In case of discrepancies, the French version shall prevail.

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DISTRIBUTION PLAN

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan, unless otherwise stated or the context otherwise requires:

- 1.1.1 “**Admitted Claim**” means the amount of any Claim of an Investor resulting from any investment subscribed for with the Defendants, through Cape Cove, for distribution in accordance with the Plan, as established by the Receiver in processing the claims as set out in the Order pertaining to the Manner of Distribution and the Claims Process Order and established according to the Method of Calculation, but excluding any Excluded Claim and Claim included in **Appendix A of the Plan**, subject to final assessment by the Receiver at the time of Distribution, notably but not only for the purpose of taking into consideration any total or partial assignment or subrogation of a Claim by an Investor.
- 1.1.2 “**Bar Date to File Claims**” has the meaning given in the Claims Process Order or means any other date as established by a subsequent Order, as the case may be.
- 1.1.3 “**Business Day**” means any day, other than a Saturday or a holiday as defined in Section 61 of the *Interpretation Act*, C.Q.L.R., c. I-16.
- 1.1.4 “**Certificate of Performance**” means the certificate of performance of the Plan to be issued by the Receiver pursuant to paragraph 7.3 of the Plan.
- 1.1.5 “**Claim**” means any demands, claims, actions, causes of action, debts, sums of money, commitments, damages, costs and other recovery action on the Reference Date in respect of a liability, obligation, demand or cause of action, of any kind or nature whatsoever which a Person or a Government Authority may, could or will assert against the Defendants, individually or collectively, whether known or unknown, matured or unmatured, foreseen or unforeseen.
- 1.1.6 “**Claims Process Order**” means the Order setting out the Claims process issued by the Court on October 27, 2023
- 1.1.7 “**Court**” means the Québec Superior Court (Commercial Division), district of Montréal, sitting in these proceedings, bearing numbers 500-11-060303-217 and 500-11-060024-219.
- 1.1.8 “**Defendants**” means the following persons that issued investment products on the exempt market or that benefitted from such investments:
- Green River Investments Inc., Green River Finance Canada inc. and 9129 6004 Québec inc.;
- MarDi.info Income Trust, MarDi.info Operating Trust, MarDi.info Exempt Market L.P., MarDi.info General Partner Inc. and 9428-5855 Québec inc.;

Silvermont Finance Inc. and Silvermont Capital Inc., hereafter designated collectively;

Agro Tech Ventures 1 inc. and Green CBD Technology Inc.;

Malina Capital inc. and 10553034 Canada inc.

- 1.1.9 **“Disallowed Claim”** means a Claim or part of a Claim that was rejected, disallowed or set aside by the Receiver pursuant to the Claims Process Order or an Order of the Court, in respect of which the period for filing an appeal has expired.
- 1.1.10 **“Disputed Claim”** means a Claim or part of a Claim that is subject to a Notice of Revision or Disallowance in connection with the execution of a Claims Process Order and, in both cases, that has not become an Admitted Claim or a Disallowed Claim,
- 1.1.11 **“Distribution”** means the distributions referred to in paragraph 2.6 of the Plan.
- 1.1.12 **“Distribution Sheet”** means the sheet for distributing amounts in the Fund to Investors in accordance with the criteria set out in the Plan as well as in the Order pertaining to the Manner of Distribution and the Claims Process Order. A sample distribution sheet is included in Appendix B.
- 1.1.13 **“Excluded Claim”** means any Claim described in paragraph 2.4 of the Plan for which the holder shall have no right to receive any form of distribution whatsoever pursuant to the Plan.
- 1.1.14 **“Excluded Investor”** means a Person having an Excluded Claim.
- 1.1.15 **“Fees and File Administration Costs”** means any fees and disbursements for the work of Professionals in connection with the Receiver’s administration of the file.
- 1.1.16 **“Fund”** means the fund constituted pursuant to paragraph 2.5 of the Plan.
- 1.1.17 **“Government Authority”** means (i) a government, a ministry or a multinational, national, provincial, state, regional, municipal, local or other governmental body, a court, tribunal, arbitral body, commission, board, council, public officer, minister, a national or foreign agency or bureau, or (ii) a private or quasi-governmental body, such as a tribunal, commission, regulatory or self-regulatory organization exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing.
- 1.1.18 **“Initial Orders”** means the Initial Orders issued by the Court on July 8, 2021 and October 15, 2021 appointing the Receiver, as amended by subsequent Orders.
- 1.1.19 **“Investor”** means any Person having a Claim and, where the context requires, may include an assignee or subrogee of a Claim, or a fiduciary, or a trustee, an interim receiver, a receiver, or another Person acting on behalf of this Person. An investor shall not, however, include an Excluded Investor.

- 1.1.20 **“Law”** collectively means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, injunctions, orders or decisions of any Government Authority, statutory body or self-regulatory authority, including general principles of law having the force of law.
- 1.1.21 **“Method of Calculation”** refers to the following calculation method:
“Capital invested by an Investor – (any reimbursement of capital received by this same Investor + any reimbursement of interest received by this same Investor).”
- 1.1.22 **“Notice of Revision or Disallowance”** has the meaning given in the Claims Process Order.
- 1.1.23 **“Order”** means any order issued, or that may be issued, by the Court in the Superior Court cases bearing numbers 500-11-060303-217 and 500-11-060024-219.
- 1.1.24 **“Order pertaining to the Manner of Distribution”** means the Order setting out the manner of distribution issued by the Court on July 12, 2023.
- 1.1.25 **“Person”** means any individual, business corporation, limited or unlimited liability company, general or limited partnership, association, trust, trustee, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity.
- 1.1.26 **“Plan”** refers to this Distribution Plan, as can be amended from time to time by the Receiver.
- 1.1.27 **“Plan Implementation Certificate”** means the plan implementation certificate to be issued by the Receiver, stating that all of the conditions set out in paragraph 7.1 of the Plan have occurred or have been met, as the case may be, and that the Plan Implementation Date has occurred.
- 1.1.28 **“Plan Implementation Date”** means the date on which the Receiver submitted the Certificate of Performance to the Court.
- 1.1.29 **“Professionals”** means, collectively, the Receiver’s attorneys, the Receiver as well as any other professional whose services have been retained by the Receiver
- 1.1.30 **“Proof of Claim”** means the proof of claim form included with the Claims Process Order.
- 1.1.31 **“Receiver”** means Raymond Chabot Administrateur Provisoire inc., in its capacity as Receiver appointed by the Court in accordance with the Initial Orders and not in a personal capacity.
- 1.1.32 **“Related Person”** means a related person within the meaning of Section 4 of the *Bankruptcy and Insolvency Act*, R.S.C (1985), Ch. B-3.

1.1.33 **“Reserve”** means the reserve that shall be established and retained by the Receiver under Article 5 of the Plan by withholding an amount that the Receiver considers sufficient to pay the Fees and File Administration Costs until the discharge of the Receiver.

1.1.34 **“Sanction Orders”** means the Orders approving the Plan, as such Orders may be modified or amended by the Court at any time prior to the Plan Implementation Date or, in the event that such approvals are appealed, unless such appeal has been withdrawn, abandoned or rejected, as confirmed or modified upon appeal, in the form and content deemed satisfactory by the Receiver, acting reasonably, as amended by the subsequent Order, as applicable.

1.2 Interpretation

In the Plan:

- a) Any reference to a document, in a specific form or subject to specific terms and conditions, designates such a document essentially in this form or essentially subject to these terms and conditions.
- b) Any reference to an existing document or to an exhibit filed or to be filed designates this document or exhibit as amended or as can be amended.
- c) Any references to a currency and to the symbol “\$” are to Canadian dollars.
- d) Unless otherwise specified, all references to sections, paragraphs and subparagraphs are references to sections, paragraphs and subparagraphs of the Plan.
- e) Unless otherwise specified, the words “herein” and “hereto” refer to the Plan in its entirety rather to any particular portion of the Plan.
- f) The subdivision of the Plan into sections, paragraphs and subparagraphs and the addition of captions and headings of sections and paragraphs of the Plan are inserted for ease of reference only and are not intended to be part of nor to affect the interpretation of the Plan.
- g) Depending on the context, a word or words importing the singular shall include the plural and vice versa, and a word or words importing the masculine gender shall include the feminine and masculine genders.
- h) The word “including” is not limitative, and
- i) The word “or” is not exclusive.

1.3 Date for Any Actions

If a date on which an action is required to be taken under the Plan is not a Business Day, this measure shall be taken on the next succeeding day which is a Business Day.

ARTICLE 2 DISTRIBUTION

2.1 Overview

Since being appointed, the Receiver has implemented various investigative and conservatory measures and has been authorized to liquidate and sell off assets in order to trace, recover, safeguard and maximize the value of the Defendants' assets, for the benefit of the Investors, and in order to distribute the remaining assets to the Investors.

Through the proposed Plan, the Receiver is seeking the authorization of the Court to distribute the Defendants' assets for the benefit of the Investors who have an Admitted Claim, in accordance with the manner of distribution ordered by the Court pursuant to the Order pertaining to the Manner of Distribution and in accordance with the terms and conditions set out in the Plan.

2.2 Implementation

The Receiver will carry out the following steps in order to implement the Plan:

- a) Submit an Application to the Court on December 5, 2024 to receive approval for the Plan as well as the eligibility criteria for the Claims filed with the Receiver over and above the criteria set out in the Plan.
- b) File the Distribution Sheet with the Court.
- c) Distribute the assets to Investors in accordance with Plan terms and conditions.

Except as expressly provided herein, this Plan shall take effect on the Plan Implementation Date in accordance with the terms and conditions.

2.3 Category of Investors

There is only one category of Investors for asset distribution purposes according to the terms of the Plan.

2.4 Excluded Claims

The Plan does not provide for any distribution in respect of Excluded Claims.

Excluded Claims are claims that are not admitted, namely:

- a) Any disallowed Claims.
- b) Any Claim from a Person who received one or more securities issued by any of the Defendants for nil consideration.
- c) Any Claim submitted by an Investor over and above the Admitted Claim
- d) Any Claim filed by Efstratios Gavrill (Sean Gabriel), Kerasina Vountas, Robert Audet, Jean-Christophe Daigneault, Dany Bergeron, Claude Dufour, 9278-7381 Québec Inc., Services Financiers C. Dufour Inc., Nick Tzaferis, John Theofilis and Calixa Partners, as well as by any Person related to these individuals.

- e) Any Claim filed by a Person who was involved or participated in the scheme described in the Court orders, including any Person who signed an agreement with the Autorité des marchés financiers that was ratified by the Financial Markets Administrative Tribunal.
- f) Any Claim filed by a Person who was involved or participated in setting up one of the Defendants or its corporate structure, in making investments or in a Defendant's operations.
- g) Any claim submitted by a Person related to any of the Defendants.
- h) Any Claim filed by a Person who is acting or acted as a shareholder, director, officer, employee or representative of one of the Defendants or any person related thereto.
- i) Any Claim filed by a creditor of one of the Defendants that is not an Investor.
- j) Any Claim filed by a person who received a sum of money from one of the Defendants as an investment, loan or advance and any person related thereto.
- k) Any Crown Claim in respect of one of the Defendants.

2.5 Fund

The Fund shall be established by the Receiver, constitute a patrimony by appropriation, autonomous and distinct from that of the Defendants and include the following:

- a) All of the Defendants' assets that were recovered and progressively realized by the Receiver.
- b) All amounts owed by the Defendants and recovered by the Receiver.
- c) All additional amounts that could be realized in connection with the Receiver's mandate.

Net of Fees and File Administration Costs.

2.6 Distribution of the Fund

The Fund shall be distributed by the Receiver as follows:

- a) The Receiver shall pay the amount of any interim distribution in the following order and at the time deemed appropriate, subject to the amounts that the Receiver deems necessary to constitute the Reserve:
 - i) The payment of Fees and File Administration Costs incurred at the date of interim distribution.
 - ii) The reimbursement of advances made by the Autorité des marchés financiers to the Receiver to pay Fees and File Administration Costs.

- iii) Any balance of the interim distribution expected to remain in the Fund following the distribution of the amounts referred to in subparagraphs 2.6a)i) and ii) shall be distributed by the Receiver to the holders of Admitted Claims, on a pro rate basis of their investment.
- b) The Receiver can make more than one interim distribution and such distribution can be made using the Defendants' assets that have not yet been liquidated.
- c) The Receiver shall make the final distribution, including any other amount available in the Fund at the time, in the following order:
 - i) The payment of Fees and File Administration Costs incurred at the date of the final distribution.
 - ii) The reimbursement of advances made to the Receiver by the Autorité des marchés financiers.
 - iii) Any balance of the final distribution and other amounts remaining in the Fund, following the distribution of the amounts referred to in subparagraphs 2.6c)i) and ii), shall be distributed by the Receiver to the holders of Admitted Claims, on a pro rata basis of their investment.

The distributions shall be made in Canadian dollars.

ARTICLE 3 ASSESSMENT OF CLAIMS

3.1 Admitted Claims

Investors that have Admitted Claims shall have the right to receive the Distributions provided by the Plan. The Investors having Admitted Claims are listed in **Appendix A** attached to the Plan, subject to a final assessment by the Receiver at the time of Distribution, notably to take into consideration any assignment or subrogation of an Investor's Claim.

ARTICLE 4 PROCEDURE TO RESOLVE QUESTIONS RELATING TO DISTRIBUTIONS WITH RESPECT TO DISPUTED CLAIMS

4.1 Establishment of the Reserve

At the time of any distribution to holders of Admitted Claims under the Plan, the Receiver shall keep in reserve an amount that the Receiver deems reasonable to cover Fees and File Administration Costs until the discharge of the Receiver.

ARTICLE 5 DISCHARGE

5.1 Discharge under the Plan

On the Plan Implementation Date, the Receiver, the Professionals, and the Autorité des marchés financiers shall be released and discharged fully and completely from any and all Claims existing

or occurring until the full performance of the Plan, which relates in any way to the processing of the Claims, the Excluded Claims, the performance of the Plan and all Distributions made under the Plan.

ARTICLE 6 PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions Related to Admitted Claims

The Receiver shall make the distributions in accordance with the Plan and in such a manner that it considers reasonable.

6.2 Assignment of Claims

To establish the right to receive a distribution under the Plan, the Receiver is under no obligation to recognize an assignment of Claims, subject to what is prescribed by the Claims Process Order.

6.3 Delivery of Distributions

Subject to paragraph 6.2 of the Plan, distributions shall be made by the Receiver (i) to the addresses in **Appendix A** or (ii) to the addresses set forth in any written notices of address change delivered to the Receiver after the date of filing of the Proof of Claim. Prior to making any distribution, the Receiver has the right to demand that an Investor provide a sworn statement, in the required format, attesting that this person is not related to the Defendants or for any other grounds relating to an Excluded Claim.

If an Investor's distribution is returned marked "undeliverable", no further distribution to such Investor shall be made unless and until the Receiver is notified of such Investor's then current address, at which time all missed distributions shall be made to such Investor, without interest. The Receiver shall undertake reasonable steps to locate the Investors for which the distributions were returned marked "undeliverable". Any distribution that could not be distributed by the Receiver at the time of the last distribution and which has not been claimed shall be distributed by the Receiver among the Investors on a pro rata basis, free from all restrictions or claims thereon, and the claim of an Investor on such distribution shall be discharged and forever barred, notwithstanding any law to the contrary. The Receiver shall make no distribution to Investors whose Claim results in a distribution of less than \$50.

ARTICLE 7 PLAN IMPLEMENTATION

7.1 Preconditions to the Implementation of the Plan

The implementation of the Plan is subject to the following preconditions:

- a) The Sanction Orders shall have been made enforceable, notwithstanding appeal and not appealed from, and the operation and effect of the Sanction Orders shall not have been stayed, reversed or amended, and the Sanction Orders shall among other things:
 - i) Order that the Plan be approved and that it shall take effect on the Plan Implementation Date.

- ii) Declare that the Fund shall constitute a patrimony by appropriation, autonomous and distinct from that of the Defendants.
- iii) Approve the Distribution Sheet.
- iv) Declare that the Receiver is authorized to take all steps and actions necessary to implement this Plan.
- v) Declare that all Admitted Claims made in accordance with the Claims Process Order are final.
- vi) Declare and order that Claims for which no Proof of Claim was filed before the Bar Date for Claims shall forever be inadmissible and extinguished.
- vii) Declare and order that the Receiver may apply to the Court for advice and direction in respect of any matters arising from or under the Plan or the Distribution Sheet.
- viii) Preclude the commencement or prosecution, whether directly, derivatively or otherwise, of any demands, claims, actions, causes of action, counterclaims, suits, or any indebtedness, liability, obligation or cause of action released and discharged pursuant to this Plan with regard to the Receiver.
- ix) Preclude the commencement or prosecution of proceedings, seizures, demands or other performance measures in respect of the Defendants' assets.
- x) Declare that the Sanction Orders are the only approvals required for any remittance or delivery by the Receiver pursuant to this Plan and the Distribution Sheet, and that any such remittance or distribution by the Receiver pursuant to this Plan and the Distribution Sheet shall not require the issuance of any certificate or other authorization, and will not entail the responsibility of the Receiver under the applicable Laws including section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax* (Canada) and section 14 of the *Financial Administration Act* (Québec).
- xi) Declare that the Receiver is exempt from making all deductions in accordance with the Distributions under tax legislation and from filing any form of tax slips in accordance with the Distributions.
- xii) Order the Receiver to submit an administration report to the Court when filing the Certificate of Performance.

7.2 Plan Implementation Certificate

Once all conditions set forth in section 7.1 have been met, the Receiver shall file a Plan Implementation Certificate with the Court.

7.3 Certificate of Performance

Once the final distribution has been completed, the Receiver shall file the Certificate of Performance with the Court. It shall be possible for the Receiver to request the completion of the receivership for one or more Defendants upon filing the Certificate of Performance.

ARTICLE 8 MISCELLANEOUS

8.1 Modification of Plan

The Receiver reserves the right to modify, amend, or supplement this Plan, by filing an amended Plan (or several amended Plans). The Receiver shall file any amended Plan with the Court as soon as possible. The Receiver shall notify the Investors of such modifications, amendments or supplements.

8.2 Presumptions

Under the Plan, presumptions are irrebuttable, conclusive and irrevocable.

8.3 Responsibilities of the Receiver

The Receiver is acting in its capacity as Receiver in connection with the proceedings initiated by the Autorité des marchés financiers pursuant to the *Act respecting the regulation of the financial sector* and not in a personal or corporate capacity and shall not be liable for any responsibilities or obligations under this Plan or otherwise, including with respect to the payment of distributions or the receipt of any distribution by an Investor or any other Person pursuant to this Plan. For greater certainty, the Receiver shall not be liable to the Tax Authorities for any distributions made pursuant to this Plan. The Receiver shall have the powers and protections granted to it by this Plan, the Law, the Initial Order, the Claims Process Order, the Sanction Order or any other Order.

8.4 Notices

Any notices or communications to be given hereunder to the Receiver shall be in writing and shall refer to the relevant provisions of this Plan and may, subject as hereinafter provided, be made or given by personal delivery, by courier, by prepaid ordinary mail, by facsimile or by email addressed to the respective parties as follows:

Mr. Emmanuel Phaneuf

Raymond Chabot Administrateur Provisoire inc.

600 de la Gauchetière Street, Suite 2000

Montréal, Québec H3B 4L8

Email: phaneuf.emmanuel@rcgt.com

Receiver

Me Rachid Benmokrane

Gowling WLG (Canada) S.E.N.C.R.L. s.r.l.

3700-1 Place Ville Marie

Montréal, Québec H3B 3P4

Email: rachid.benmokrane@gowlingwlg.com

Receiver's attorneys

8.5 Severability of Plan Provisions

If the Court finds any term or provision of this Plan to be invalid, void or unenforceable, the Court, at the request of the Receiver, shall have the power to either (i) sever such term or provision from the Plan and provide the Receiver with the option to proceed with the implementation of the remainder of this Plan on the Plan Implementation Date, or (ii) alter or interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such severing, holding, alteration or interpretation, and provided the Receiver proceeds with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such severing, holding, alteration or interpretation.

8.6 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court, within the judicial district of Montréal.

8.7 Successors and Assigns

This Plan shall be binding upon heirs, administrators, executors or liquidators, legal personal representatives, successors, assigns and permitted assigns of any Person named or referred to in, or subject to, this Plan.

8.8 Sharing of Information

With the exception of the Autorité des marchés financiers, the Receiver shall not be required to share any information in respect of the Plan and the related procedures, including the claims process and the eventual distribution with any party whatsoever unless the Court issues an Order to the contrary.