

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
Court Number: 500-11-046426-149
Superintendent Number: 41-1851506

SUPERIOR COURT
Commercial Division

IN THE MATTER OF THE PROPOSAL OF 9210-6905
QUEBEC INC., duly incorporated according to law and
having its head office and principal place of business at 4800
St-Ambroise Street, Suite 103, Montreal, Quebec H7L 3N8,
carrying on business under the firm style and name of
Consortium Bisson Pretech.

DEBTOR COMPANY

And

RICHTER ADVISORY GROUP INC.

TRUSTEE

AND

SUPERINTENDENT OF BANKRUPTCY

AMENDED PROPOSAL

We, 9210-6905 Quebec Inc. (the "Company" or the "Debtor") the above-named Debtor Company, hereby submit the following proposal under the *Bankruptcy and Insolvency Act* (the "Act").

1. For purposes hereof the following terms have the meaning ascribed thereto, subject to an incompatible provision in the Act:

"ACT" means *The Bankruptcy and Insolvency Act*;

"APPROVAL" means acceptance of the Proposal having and approval by the Court in accordance with the Act in a judgment which has become executory either because it is executory notwithstanding appeal, or because the delay for appeal expired without an appeal being filed, or because an appeal was withdrawn or the judgment in first instance was confirmed in appeal;

"COURT" means the Bankruptcy and Insolvency Division of the Quebec Superior Court of the District of Montreal;

"COMPANY" means 9210-6905 Quebec Inc., carrying on business under the firm style and name of **Consortium Bisson Pretech**;

"CREDITOR" means all creditors affected by the Proposal, namely the Crown, the Preferred Creditors, the Employees holding Employee Claims and the Ordinary Creditors, and **"Creditor"** means any of them. All other creditors of the Debtor shall not be, in any manner whatsoever, affected or bound by the Proposal except to the extent otherwise provided for therein;

"CROWN CLAIMS" means solely those claims due at the Filing Date by the Company to Her Majesty in Right of Canada, or any province or their agents, for those amounts of a kind that would be subject to a demand under sub-section 224(1.2) of the *Income Tax Act (Canada)*, or any other provincial legislation substantially similar to such sub-section, but expressly excluding all other claims of Her Majesty in Right of Canada, or any province or their agents;

"DIRECTORS AND SHAREHOLDERS LIABILITIES" means all claims against the directors and shareholders of the Company which have arisen prior to the Filing Date or which may arise thereafter on the basis of, or result from, obligations of the Company prior to the Filing Date, for which such directors and/or shareholders of the Company are, or may be, legally responsible in their capacity as directors and/or shareholders;

"EMPLOYEE CLAIMS" means the claims of all employees and former employees of the Company which would be entitled to priority of payment pursuant to the Act in the event that the Approval is refused;

"FILING DATE" means for the purposes hereof the date upon which the Company filed its Notice of intention to file a proposal with the Official Receiver, namely **March 24, 2014**;

"ORDINARY CLAIMS" means provable claims, as defined in the Act, of whatever nature, including all present and future claims and undertakings, be they payable or not at the Filing Date including contingent and unliquidated claims (once they become due and liquidated pursuant to the Act) resulting from any obligation contracted by the Company prior to the Filing Date including, without limiting the generality of the proceeding, offers to purchase, promises to purchase, leases of all kinds, contracts of purchase, options and financial liabilities that the Company undertook to respect prior to the Filing Date, excluding however, Secured Claims, Employee Claims, Crown Claims and Preferred Claims;

"ORDINARY CREDITORS" means the Ordinary, unsecured Creditors of the Company;

"PREFERRED CLAIMS" means all claims to be paid in priority to all other claims in the distribution of the property of an insolvent party as provided for in sections 136(1)a) to 136(1)j) of the Act;

"PREFERRED CREDITORS" means the Preferred Creditors of the Company following the scheme of distribution of Section 136 of the Act;

"PROPOSAL" means this Proposal or any amended proposal after any modifications;

"PROPOSAL EXPENSES" means all proper fees, expenses, liabilities and obligations of the Trustee, and all legal fees and accounting fees on and incidental to the proceedings arising out of the Proposal including without limitation, advice to the Company in connection therewith;

"SECURED CLAIMS" means the claims of all Secured Creditors, to the extent of the value of the security held by each Secured Creditor, as assessed by each such Secured Creditor and accepted by the Trustee or as determined by the Court;

"SECURED CREDITORS" means the secured creditors of the Company as defined at Section 2 of the Act, and **"Secured Creditor"** means any of them;

"SECURITY" means all of the mortgages, hypothecs, charges, liens or other rights as set forth in and envisaged under the definition of "secured creditor" at Section 2 (1) of the Act;

"TRUSTEE" means Richter Groupe Conseil Inc./Richter Advisory Group Inc. in its capacity as trustee acting in the Proposal of the Company.

2. SECURED CLAIMS

All Secured Claims shall be paid in accordance with existing agreements between the Company and each Secured Creditor or as may be agreed to between the Company and such Secured Creditor. For greater certainty, this Proposal is not addressed to the Secured Creditors nor shall they or their respective Secured Claims be, in any manner whatsoever, affected or bound by this Proposal to the extent of their Secured Claims.

3. CROWN CLAIMS and EMPLOYEE CLAIMS

The amounts:

- (a) owing to Her Majesty in Right of Canada or a Province that could be subject to a demand under Section 224(1.2) of the *Income Tax Act (Canada)*, or under any substantially similar provision of provincial legislation, outstanding at the Filing Date, will be paid in full within six (6) months after Approval; and

- (b) owing to employees and former employees, that they would have been entitled to receive under Paragraph 136(1)(d) of the ACT if the Company became bankrupt on the date of the Approval, will be paid in full within thirty (30) days following Approval.

4. **PROPOSAL EXPENSES**

The Proposal Expenses will be paid by the Company in priority and in addition to all of the obligations referred to in this Proposal.

5. **PREFERRED CLAIMS**

All Preferred Claims will be paid in full, without any interest whatsoever, in priority to all claims of Ordinary Claims within thirty (30) days following Approval of the Proposal by the Court or in accordance with agreements which may be concluded between the Debtor and any such Preferred Creditor.

6. **CURRENT DEBTS**

Debts arising in respect to goods supplied, services rendered or other consideration given subsequent to the Filing Date will be paid in full in the ordinary course of business and on regular trade terms or as may be arranged by the Company without exceeding the fair market value for such goods and services.

7. **ORDINARY CLAIMS**

In full and final settlement of all the claims of the Ordinary Creditors, including claims of every nature and kind whatsoever, whether due or not due for payment as of the Filing Date, including contingent or unliquidated claims arising out of any transaction entered into by the Company prior to the date thereof, the Company shall pay to the Trustee the amount of \$50,000.00 (FIFTY THOUSAND DOLLARS), within thirty (30) days following Approval of the Proposal by the Court.

The Trustee shall have the right to contest in the name of the creditors of the Company all claims made against the Company of any nature whatsoever.

8. **DIRECTORS, SHAREHOLDERS LIABILITIES AND OTHERS**

- (a) In accordance with Section 50(13) of the Act, Approval of this Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature and source whatsoever, of all Creditors and any other persons against all of the Debtor's past and present directors which arose before the Date of the present Proposal and which relate to obligations of the Debtor where such directors are liable in their capacity as directors for the payment of such obligations

and from any obligation such directors may have in respect of Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims.

- (b) Nothing in this Proposal shall be deemed, in any manner whatsoever, to constitute an acknowledgement of any liability or obligations of any of the Debtor's past or present directors;
 - (c) All creditors other than the Creditors shall be unaffected and not bound by this Proposal except to the extent set forth herein.
9. All monies payable under this Proposal will be paid to the Trustee who will remit the dividends in accordance with the terms of the Proposal, subject to any other conditions it may receive from the Court.

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE ENGLISH AND FRENCH VERSIONS OF THIS PROPOSAL THE FRENCH VERSION SHALL HAVE PRECEDENCE.

DATED AT MONTREAL, THIS 18th DAY OF JULY, 2014

WITNESS :

Per :

9210-6905 QUÉBEC INC.

Per :

ALAIN DESMEULES, PRESIDENT