

RSM Richter Inc.

RSM Richter Inc.

2, Place Alexis Nihon, Suite 1820
Montréal (Québec) H3Z 3C2
Téléphone / Telephone : 514.934.3497
Télécopieur / Facsimile : 514.934.3504
www.rsmrichter.com

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
COURT NO 500-11-035903-091**

**SUPERIOR COURT
(Commercial Division)**
(Sitting as a Court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36)

IN THE MATTER OF THE PLAN OF ARRANGEMENT OF:

Blue Mountain Wallcoverings Group Inc.

- and -

Blue Mountain Wallcoverings Inc.

- and -

Blue Mountain Wallcoverings Canada Inc.

- and -

Blue Mountain Wallcoverings USA Inc.

Petitioners

-and-

RSM Richter Inc.

Monitor

**NOTICE TO CREDITORS OF THE DEADLINE
TO FILE PROOFS OF CLAIM**

Notice is hereby given to the Creditors of the Petitioners that any Proof of Claim must be filed with, and received by the Monitor, RSM Richter Inc., by no later than October 5, 2009, at 5:00 p.m., Montreal Time (the "Claims Bar Date"), at 2 Place Alexis Nihon, Suite 1820, Montréal, Québec, H3Z 3C2.

Pursuant to the Order rendered by the Superior Court on September 2, 2009 (the "Order"), the Monitor was ordered to submit to all the known Creditors a notice requesting the filing of a Proof of Claim before the Claims Bar Date, including the Proof of Claim, an instruction letter in order to assist in the completion of the Proof of Claim and a copy of the said Order.

The Order is binding to all persons with a claim as "Creditor", "Known Creditors" or "Person" with respect to a "Claim", a "Voting Claim", a "Proven Claim" and a "Restructuring Claim", as defined in the Order.

We reiterate that in virtue of the Order, the Claims Bar Date is October 5, 2009, at 5:00 p.m., Montreal Time. Creditors who will not have filed a Proof of Claim by the deadline in compliance with the instructions thereto and with the supporting documents, (i) shall not be entitled to any further notice, (ii) shall not be entitled to participate as a Creditor in these proceedings, (iii) shall not be entitled to vote on any matter in these proceedings, including the Plan, and (iv) shall not be entitled to assert any Claim against the Petitioners (v) nor to receive any distribution under the Plan.

We refer you to the attached Order, the Proof of Claim form as well as the accompanying instruction letter.

(français – au recto)

The Proof of Claim may be filed by regular mail, by telecopier, by messenger or by any other means of electronic mail addressed to:

RSM Richter Inc.

(In its capacity as Court-Appointed Monitor to Blue Mountain Wallcoverings Group Inc. et al)

2 Place Alexis Nihon

Suite 1820

Montréal, QC H3Z 3C2

Attention: Ariella Yedid/Gilles Robillard, CA, CIRP

Fax: 514.934.3405

Email: ayedid@rsmrichter.com

grobillard@rsmrichter.com

MONTREAL, this 15th day of September 2009.

RSM Richter Inc.

Court-Appointed Monitor

IN THE MATTER OF THE PLAN OF ARRANGEMENT OF BLUE MOUNTAIN WALLCOVERINGS GROUP INC. ET AL

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM

PARAGRAPH 1 OF THE PROOF OF CLAIM AND GENERAL COMMENTS

- The Creditor must state the full and complete legal name of the company or the Creditor.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded. In addition, a Creditor and/or the authorized representative must indicate his/her phone number, his/her facsimile and his/her E-mail address.

PARAGRAPH 2 OF THE PROOF OF CLAIM

- If the individual completing the Proof of Claim is not the Creditor himself/herself, he/she must state his/her position or title.

PARAGRAPHS 3 AND 4 OF THE PROOF OF CLAIM

- A detailed, complete statement of account must be attached to the Proof of Claim. Provide all particulars of the Claim and supporting documents, including amount, description of transaction(s) or agreements(s) giving rise to the Claim. The amount on the statement of account must correspond with the amount claimed on the Proof of Claim. The detailed statement of account must show the date, the invoice number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. If the claim cannot be evidenced through a statement of account, the Creditor must provide a sworn affidavit providing all particulars of the claim, together with all supporting documents.
- If the Claim is in a foreign currency, it should be converted to Canadian dollars at the exchange rate of the Bank of Canada at the filing date, namely March 20, 2009. US exchange rate on that date was CA \$1.2371 = US \$1.00; 1 EURO = CA \$1.6782.

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The Proof of Claim must be filed with and received by the Monitor, RSM Richter Inc., by October 5, 2009, at 5:00 p.m., Montreal Time, at 2 Place Alexis Nihon, Suite 1820, Montréal, Québec, H3Z 3C2.

The Proof of Claim may be filed by regular mail, by telecopier, by messenger or by any other means of electronic mail addressed to:

RSM Richter Inc.,
(In its capacity as Court-Appointed Monitor of Blue Mountain Wallcoverings Group Inc. et al)
Attention: Ariella Yedid, CA
Suite 1820
2 Place Alexis Nihon
Montréal, Québec H3Z 3C2
Facsimile: (514) 934-3405
Email: ayedid@rsmrichter.com

Creditors are responsible for proving receipt of documents by the Monitor.

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
COURT NO 500-11-035903-091**

**SUPERIOR COURT
(Commercial Division)**
(Sitting as a Court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36)

IN THE MATTER OF THE PLAN OF ARRANGEMENT OF:

Blue Mountain Wallcoverings Group Inc.

- and -

Blue Mountain Wallcoverings Inc.

- and -

Blue Mountain Wallcoverings Canada Inc.

- and -

Blue Mountain Wallcoverings USA Inc.

Petitioners

and

RSM Richter Inc.

Monitor

PROOF OF CLAIM

1. PARTICULARS OF THE CREDITOR

- a. Full legal name of the Creditor: _____ (the "Creditor")
- b. Full mailing address of the Creditor: _____
- c. Telephone Number of the Creditor: _____
- d. Fax Number of the Creditor: _____
- e. Name of the Authorized Representative of the Creditor: _____
- f. E-mail Address of Authorized Representative of the Creditor: _____

2. DECLARATION

I, (Name of Creditor or Authorized Representative of the Creditor) _____, hereby certify that (check and complete the appropriate boxes) :

- I am a Creditor of Blue Mountain Wallcoverings Group Inc. et al;
- I am _____ (indicate the title or function) of _____, which is a Creditor of Blue Mountain Wallcoverings Group Inc. et al;
- the Creditor did (did not) enter into any agreement, in any way whatsoever, relating to the exercise of his voting right at the Creditors' meeting (in the affirmative, please attach all documents relating to such agreement);
- I have knowledge of all the circumstances connected with the Claim described herein.

3. CLAIM

(check and complete appropriate box)

UNSECURED CLAIM OF CA\$ _____
That in respect of this debt, the Creditor does not hold any assets of the Debtors as security;

SECURED CLAIM OF CA\$ _____
That in respect of this debt, the Creditor holds assets of the Debtors valued at CA\$ _____ as
security, particulars of which are as follows;
*(Give full particulars of the security, including the date on which the security was given and attach a copy of the security
documents):*

4. PARTICULARS OF CLAIM

The details relating to the Claim as well as the supporting documents are submitted as follows:

- A detailed, complete statement of account;
- The invoices;
- Any Agreement/ Contract / Assessments giving rise to the Claim, including calculations of the amounts claimed;
- Documents relating to the sale and/or the assignment of the Claim and/or the agreement relating to the exercise of the Creditor's voting right during the Creditors' meeting;
- All other relevant documents.

5. FILING OF CLAIM

Pursuant to the Order granted by the Superior Court on September 2, 2009, the Claims Bar Date has been fixed to October 5, 2009, at 5:00 p.m., Montreal Time. Creditors who will not have filed a Proof of Claim by the deadline (i) shall not be entitled to any further notice, (ii) shall not be entitled to participate as a Creditor in these proceedings, (iii) shall not be entitled to vote on any matter in these Proceedings, including the Plan, and (iv) shall not be entitled to assert any Claim against the Debtors (v) nor to receive any distribution under the Plan.

DATED at _____ this _____ day of _____, 2009.

(Signature of Witness)

(Signature of the Creditor or of its Authorized Representative)

(Please print name)

(Please print name)

**COUR SUPÉRIEURE
(Chambre commerciale)**

(Siégeant en tant que tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, L.R.C. 1985 c. C-36)

DANS L'AFFAIRE DU PLAN D'ARRANGEMENT DE :

Le Groupe Blue Mountain Wallcoverings Inc.

- et -

Entreprise Blue Mountain Wallcoverings Inc.

- et -

Entreprise Blue Mountain Wallcoverings Canada Inc.

- et -

Blue Mountain Wallcoverings USA Inc.

- et -

RSM Richter Inc.

Requérantes

Contrôleur

**AVIS AUX CRÉANCIERS DE LA DATE LIMITE POUR
DÉPOSER LES PREUVES DE RÉCLAMATION**

Avis est par les présentes donné aux Créanciers des Requérantes que toute Preuve de réclamation doit être déposée auprès du Contrôleur, RSM Richter Inc., et qu'elle doit être reçue par celui-ci, au plus tard le 5 octobre 2009 à 17 h, heure de Montréal (« Date limite de dépôt des réclamations/Claims Bar Date »), au 2, Place Alexis-Nihon, bureau 1820, Montréal (Québec) H3Z 3C2.

En vertu de l'Ordonnance rendue par la Cour supérieure le 2 septembre 2009 (« Ordonnance »), il a été ordonné au Contrôleur de soumettre à tous les Créanciers connus un avis demandant le dépôt d'une Preuve de réclamation avant la Date limite de dépôt des réclamations, y compris le formulaire de Preuve de réclamation, une lettre d'instructions afin d'aider les Créanciers à remplir la Preuve de réclamation et une copie de ladite Ordonnance.

L'Ordonnance lie toutes les personnes détenant une réclamation à titre de « Créancier/Creditor », « Créancier connu/known Creditor » ou « Personne/Person » en ce qui a trait à une « Réclamation/Claim », une « Réclamation aux fins de votation/Voting Claim », une « Réclamation prouvée/Proven Claim » et une « Réclamation liée à la restructuration/Restructuring Claim », au sens donné dans l'Ordonnance.

Nous réitérons que, en vertu de l'Ordonnance, la Date limite de dépôt des réclamations est fixée au 5 octobre 2009 à 17 h, heure de Montréal. Les Créanciers qui n'auront pas déposé une Preuve de réclamation accompagnée des documents justificatifs à la Date limite de dépôt des réclamations conformément aux instructions connexes i) ne seront pas en droit de recevoir quelque autre avis que ce soit, ii) ne seront pas en droit de participer aux procédures en tant que Créanciers, iii) ne seront pas en droit de voter sur toute question touchant à ces procédures, y compris le Plan et, iv) ne seront pas en droit de faire valoir toute Réclamation contre les Requérantes, v) ni ne seront en droit de recevoir quelque distribution que ce soit aux termes du Plan.

Nous vous invitons à consulter l'Ordonnance ci-jointe, le formulaire de Preuve de réclamation ainsi que la lettre d'instructions.

(English – over)

La Preuve de réclamation peut être déposée par poste régulière, par télécopieur, par messagerie ou par courrier électronique à l'adresse suivante :

RSM Richter Inc.

(en sa capacité de Contrôleur désigné par la Cour de Le Groupe Blue Mountain Wallcoverings Inc. et al)
2, Place Alexis Nihon
Bureau 1820
Montréal (Québec) H3Z 3C2

À l'attention de : Ariella Yedid, CA/Gilles Robillard, CA, CIRP
Télécopieur : 514.934.3405
Courriel : ayedid@rsmrichter.com
grobillard@rsmrichter.com

MONTRÉAL, ce 15^e jour de septembre 2009.

RSM Richter Inc.
Contrôleur désigné par la Cour

DANS L'AFFAIRE DU PLAN D'ARRANGEMENT DU GROUPE BLUE MOUNTAIN WALLCOVERINGS INC. ET AI

LA PRÉSENTE FEUILLE D'INFORMATION EST FOURNIE POUR VOUS AIDER À REMPLIR LA PREUVE DE RÉCLAMATION

1^{er} PARAGRAPHE DE LA PREUVE DE RÉCLAMATION ET COMMENTAIRES GÉNÉRAUX

- Le Créancier doit indiquer le nom légal complet de la société ou du Créancier.
- Le Créancier doit indiquer l'adresse complète (y compris le code postal) où tous les avis et toutes les correspondances doivent être envoyés. De plus, le Créancier et/ou le représentant autorisé doit indiquer son numéro de téléphone, son numéro de télécopieur et son adresse courriel.

2^e PARAGRAPHE DE LA PREUVE DE RÉCLAMATION

- Si la personne remplissant la Preuve de réclamation n'est pas le Créancier lui-même, elle doit indiquer son poste ou son titre.

3^e et 4^e PARAGRAPHES DE LA PREUVE DE RÉCLAMATION

- Un état de compte complet et détaillé doit être joint à la Preuve de réclamation. Le Créancier doit préciser tous les détails de la Réclamation et fournir les documents justificatifs, notamment le montant, la description de la ou des transactions et de la ou des ententes donnant lieu à la Réclamation. Le montant indiqué sur l'état de compte doit correspondre au montant réclamé indiqué sur la Preuve de réclamation. L'état de compte détaillé doit présenter la date, le numéro de facture et le montant de toutes les factures ou de tous les frais, avec la date, le numéro et le montant de tous les crédits ou paiements. Un état de compte n'est pas complet s'il commence par un montant reporté. Si la Réclamation ne peut pas être attestée au moyen de l'état de compte, le Créancier doit fournir une déclaration sous serment énumérant tous les détails de la Réclamation accompagnée de tous les documents justificatifs.
- Si la Réclamation est libellée en devise étrangère, elle doit être convertie en dollars canadiens au taux de change de la Banque du Canada à la date du dépôt, à savoir le 20 mars 2009. Le taux de change américain à cette date s'établissait à 1,2371 \$ CA = 1,00 \$ US; 1 EURO = 1,6782 \$ CA.

5^e PARAGRAPHE DE LA PREUVE DE RÉCLAMATION

- La Preuve de réclamation doit être déposée auprès du Contrôleur, RSM Richter Inc., et elle doit être reçue par celui-ci, au plus tard le 5 octobre 2009 à 17 h, heure de Montréal (Date limite de dépôt des réclamations), au 2, Place Alexis Nihon, bureau 1820, Montréal (Québec) H3Z 3C2.

La Preuve de réclamation peut être déposée par poste régulière, par télécopieur, par messagerie ou par courrier électronique à l'adresse suivante :

RSM Richter Inc.,
(en sa capacité de Contrôleur désigné par la Cour de la Groupe Blue Mountain Wallcoverings Inc. et al)
À l'attention de Ariella Yedid, CA
Bureau 1820
2, Place Alexis Nihon
Montréal (Québec) H3Z 3C2
Télécopieur : 514-934-3405
Courriel : ayedid@rsmrichter.com

Il incombe aux Créanciers de confirmer la réception des documents par le Contrôleur.

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
N° DE COUR : 500-11-035903-091

COUR SUPÉRIEURE
(Chambre commerciale)
(Siégeant en tant que tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, L.R.C. 1985 c. C-36)

DANS L'AFFAIRE DU PLAN D'ARRANGEMENT DE :

Le Groupe Blue Mountain Wallcoverings Inc.

- et -

Entreprise Blue Mountain Wallcoverings Inc.

- et -

Entreprise Blue Mountain Wallcoverings Canada Inc.

- et -

Blue Mountain Wallcoverings USA Inc.

Requérantes

et

RSM Richter Inc.

Contrôleur

PREUVE DE RÉCLAMATION

1. RENSEIGNEMENTS SUR LE CRÉANCIER

- a. Nom légal complet du Créancier : _____ (« Créancier »)
- b. Adresse postale complète du Créancier : _____
- c. Numéro de téléphone du Créancier : _____
- d. Numéro de télécopieur du Créancier : _____
- e. Nom du Représentant autorisé du Créancier : _____
- f. Adresse courriel du Représentant autorisé du Créancier : _____

2. DÉCLARATION

Je, (*Nom du Créancier ou du Représentant autorisé du Créancier*) _____, certifie ce qui suit (cochez et remplissez les cases appropriées) :

- je suis un Créancier de le Groupe Blue Mountain Wallcoverings Inc. et al;
- je suis _____ (*indiquer le titre ou la fonction*) de _____, qui est un Créancier de le Groupe Blue Mountain Wallcoverings Inc. et al;
- le Créancier a conclu (n'a pas conclu) une entente, de quelque façon que ce soit, quant à l'exercice de son droit de vote à l'assemblée des Créanciers (*dans l'affirmative, veuillez joindre tous les documents se rapportant à une telle entente*);
- je suis au courant de toutes les circonstances entourant la Réclamation visée par le présent formulaire.

3. RÉCLAMATION

(Cochez et remplissez les cases appropriées)

RÉCLAMATION NON GARANTIE AU MONTANT DE _____ \$ CA
En ce qui concerne cette créance, le Créancier ne détient aucun actif des Débitrices à titre de garantie;

RÉCLAMATION GARANTIE AU MONTANT DE _____ \$ CA
En ce qui concerne cette créance, le Créancier détient à titre de garantie des actifs des Débitrices dont la valeur s'élève à _____ \$ CA, dont les détails sont mentionnés ci-après;
(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et annexez une copie des documents relatifs à la garantie.)

4. DÉTAILS DE LA RÉCLAMATION

Les détails concernant la Réclamation ainsi que les documents justificatifs sont les suivants :

- Un état de compte complet et détaillé;
- Les factures;
- Tout contrat / toute entente / toute évaluation donnant lieu à la Réclamation, y compris les calculs des montants réclamés;
- Les documents se rapportant à la vente et/ou à la cession de la Réclamation et/ou l'entente relative à l'exercice du droit de vote du Créancier pendant l'assemblée des Créanciers;
- Tout autre document pertinent.

5. DÉPÔT DE LA RÉCLAMATION

En vertu de l'Ordonnance rendue par la Cour supérieure le 2 septembre 2009, la Date limite de dépôt des réclamations a été fixée au 5 octobre 2009 à 17 h, heure de Montréal. Les Créanciers qui n'auront pas déposé une Preuve de réclamation à la Date limite de dépôt des réclamations i) ne seront pas en droit de recevoir quelque autre avis que ce soit, ii) ne seront pas en droit de participer à ces procédures en tant que Créanciers, iii) ne seront pas en droit de voter sur toute question touchant à ces procédures, y compris le Plan, et iv) ne seront pas en droit de faire valoir toute Réclamation contre les Débitrices, v) ni ne seront en droit de recevoir quelque distribution que ce soit aux termes du Plan.

FAIT à _____ ce _____ jour de _____ 2009.

(Signature du témoin)

(Signature du Créancier ou de son Représentant autorisé)

(Écrire le nom en caractères d'imprimerie)

(Écrire le nom en caractères d'imprimerie)

CANADA
PROVINCE OF QUÉBEC

DISTRICT OF MONTREAL
No.: 500-11-035903-091

SUPERIOR COURT
(Commercial Division)
The Companies' Creditors Arrangement Act

Montreal, September 2, 2009

Present: The Honourable Clément Gascon,
S.C.J.

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

BLUE MOUNTAIN WALLCOVERINGS
GROUP INC.

-and-

BLUE MOUNTAIN WALLCOVERINGS
INC.

-and-

BLUE MOUNTAIN WALLCOVERINGS
CANADA INC.

-and-

BLUE MOUNTAIN WALLCOVERINGS
USA INC.

Petitioners

-and-

RSM RICHTER INC.

Monitor

CLAIMS AND MEETING ORDER

- [1] SEEING Blue Mountain Wallcoverings Group Inc., Blue Mountain Wallcoverings Inc., Blue Mountain Wallcoverings Canada Inc. and Blue Mountain Wallcoverings USA Inc. (collectively, the "Petitioners")'s "*Petition to establish a claims process and for setting the procedures with respect to a meeting of creditors*" dated August 28, 2009 (the "Petition"), and the affidavit of Michel Megelas filed in support thereof;
- [2] GIVEN the provisions of the *Companies' Creditors Arrangement Act* R.S.C. (1985), c. C-36, as amended ("CCAA");

WHEREFORE, THE COURT:

[3] GRANTS the Petition;

Service

[4] DECLARES that the Petition filed by the Petitioners is properly presentable today;

Definitions

[5] ORDERS that the following terms in the present order (the "Order") shall, unless otherwise indicated, have the following meanings ascribed thereto:

- (a) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (b) "Business Day" means a day, other than a Saturday, a Sunday or a non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
- (c) "CBCA" means the *Canada Business Corporations Act*, R.S.C., 1985 c. C-44, as amended;
- (d) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (e) "CCAA Proceedings" means the proceedings in respect of the Petitioners before the Court commenced pursuant to the CCAA;
- (f) "Claim" means any right of any Person against the Petitioners in connection with any indebtedness, liability or obligation of any kind of the Petitioners owed to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioners become bankrupt on the Determination Date, and, without limitation, shall include any Restructuring Claim;
- (g) "Claims Bar Date" means 5:00 p.m. (Montréal time) on October 5, 2009;
- (h) "Court" means the Québec Superior Court (Commercial Division);

- (i) "Creditor" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor;
- (j) "Creditors' Instructions" means the instructions for Creditors, including a Proof of Claim and an instruction letter explaining how to complete same;
- (k) "Creditors' List" means a list of all Known Creditors;
- (l) "Creditors' Meeting" means the meeting of the Petitioners' Creditors to be convened for the purposes of voting on the Plan, and any adjournment thereof;
- (m) "Designated Newspapers" means La Presse and The Gazette;
- (n) "Determination Date" means March 20, 2009;
- (o) "Excluded Claim" means any right of any Person against the Petitioners in connection with any indebtedness, liability or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Petitioners toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioners after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;
- (p) "Excluded Creditor" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim;
- (q) "Initial Order" means the order of this Court made at the Determination Date under the CCAA;
- (r) "Known Creditor" means a Creditor whose Claim is included in the Petitioners' books and records;
- (s) "Meeting Materials" shall have the meaning ascribed to such term in paragraph 22;
- (t) "Monitor" means RSM Richter Inc., in its capacity as monitor appointed pursuant to the Initial Order;
- (u) "Newspaper Notice" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph 6, which shall set out the Claims Bar Date and the Creditors' Instructions;
- (v) "Notice of Revision or Disallowance" means the notice referred to in paragraph 10 hereof, advising a Creditor that the Monitor has revised or rejected all or part

of such Creditor's Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance;

- (w) "Notice to Creditors" shall have the meaning ascribed to such term in subparagraph 22(a);
- (x) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- (y) "Plan" means a plan to be filed by the Petitioners pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- (z) "Proof of Claim" means the form of Proof of Claim for Creditors referred to in paragraphs 9 and 10 hereof;
- (aa) "Proven Claim" means the amount of any Claim of any Creditor determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;
- (bb) "Publication Date" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- (cc) "Restructuring Claim" means any right of any Person against the Petitioners in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation or termination, on or after the Determination Date, of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, including any right of any Person who receives a notice of repudiation or termination from the Petitioners before September 11, 2009;
- (dd) "Sanction Hearing" means a hearing before the Court to seek the approval of the Plan;
- (ee) "Voting Claim" of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order;

General Procedure

- [6] ORDERS that the Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than September 16, 2009;
- [7] ORDERS that the Monitor shall publish on its website on or before September 16, 2009, a copy of this Order, a copy of the Creditors' List and of the Creditors' Instructions;

- [8] **ORDERS** that, in addition to the publication referred to in paragraph 7, the Monitor shall send, by regular mail, a copy of this Order and of the Creditors' Instructions to each Known Creditor no later than September 16, 2009;

Claims Procedure

- [9] **ORDERS** that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date shall not be entitled to any further notice, shall not be entitled to participate as a Creditor in these proceedings, shall not be entitled to vote on any matter in these Proceedings, including the Plan, or from advancing a Claim against the Petitioners or from receiving a distribution under the Plan;
- [10] **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim on or before the Claims Bar Date:
- (a) the Monitor, together with the Petitioners, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance by mail, telecopier, courier or other means of electronic communication;
 - (b) the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) days of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioners' counsel identified in paragraph 29 hereof and the Monitor;
 - (c) unless otherwise authorized by this Court, if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;
 - (d) where the Creditor appeals from the Notice of Revision or Disallowance or its Claim has not been finally determined prior to the date of any Creditor's Meeting, the Monitor, in conjunction with the Petitioners, will determine the amount of the Voting Claim;

Creditors' Meeting

- [11] **ORDERS** that the Petitioners be authorized to call, hold, adjourn and conduct the Creditors' Meeting at a date to be determined in conjunction with the Monitor, in Montréal, Québec for the purpose of considering and, if deemed advisable, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Voting Claim) to postpone the Creditors' Meeting;
- [12] **ORDERS** that, the only Persons entitled to attend and speak at the Creditors' Meeting are Creditors with Voting Claims and their proxy holders, representatives of the Petitioners, members of the boards of directors of the Petitioners and representatives of

the Monitor. Any other Person may be admitted to the Creditors' Meeting on invitation of the Monitor;

- [13] **ORDERS** that the quorum required at the Creditors' Meeting shall be one Creditor with a Voting Claim present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Monitor to such time and place as the Monitor deems necessary or desirable;
- [14] **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with Voting Claims and their proxy holders. Each Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim as determined in accordance with this Order. A Creditor's Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;
- [15] **ORDERS** that any proxy that any Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment thereof) must be received by the Monitor a least one Business Day before the beginning of the Creditors' Meeting;
- [16] **ORDERS** that the results of any and all votes in each class conducted at the Creditors' Meeting shall be binding on all Creditors of the same class, whether or not any such Creditor has a Proven Claim or is present, or voting, at the Creditors' Meeting;
- [17] **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting and, subject to any further order of this Court, shall decide, in conjunction of the Petitioners, all matters relating to the conduct of the Creditors' Meeting. The Petitioners and any Creditor may appeal from any decision of the Monitor to the Court, within three (3) Business Days of any such decision;
- [18] **ORDERS** that, at the Creditors' Meeting, the Monitor shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioners and the Monitor may consider appropriate;
- [19] **ORDERS** that the Monitor be authorized to adjourn the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as he deems necessary or desirable (without the need to first convene the Creditors' Meeting for the purpose of any adjournment);
- [20] **ORDER** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
- [21] **ORDERS** that the Monitor shall be directed to calculate the votes cast at the Creditors' Meeting and shall report to the Court at the sanction hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to subparagraph 10(d) hereof had on the outcome of the votes cast at the Creditors' Meeting;

Notice of Creditors' Meeting

- [22] **ORDERS** that, at least 21 days prior to the Creditors' Meeting, the Monitor shall publish on its website at <http://www.rsmrichter.com/Restructuring/bluemountain.aspx>, the following documents (collectively, the "Meeting Materials"):
- (a) a notice of the Creditors' Meeting and Sanction Hearing (the "Notice to Creditors"), substantially in the form attached hereto as Schedule A;
 - (b) the Plan; and
 - (c) a copy of the Proxy and Voting Letter, substantially in the forms attached hereto as Schedule B;
- [23] **ORDERS** that the Monitor shall send the Meeting Materials to all Creditors with a Voting Claim at least 21 days prior to the Meeting of Creditors;
- [24] **ORDERS** that publication of a copy of the Notice to Creditors in the manner set out in subparagraph (a), and mailing of the Meeting Materials in accordance with paragraph 23 hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Creditors' Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

Notice of Transfers

- [25] **ORDERS** that, for purposes of voting at the Creditors' Meeting, if a Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, not later than October 9, 2009, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor;
- [26] **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if a Creditor transfers or assigns the whole of its Claim to another Person after October 9, 2009, neither the Petitioners, nor the Monitor shall be obligated to deal with the transferee or assignee of the Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ten (10) Business Days prior to any distribution under the Plan;
- [27] **ORDERS** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such

Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioners shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

Evidence that Claim was Paid

[28] **ORDERS** that, should the Monitor receive evidence satisfactory to it that the Claim of a Creditor was paid in part or in full by a party other than the Petitioners prior to the Determination Date, such Claim shall be reduced or deleted, for the purposes of distributions under the Plan;

Notices and Communications

[29] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioners shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:

Monitor:	RSM Richter Inc.
	Attention: Gilles Robillard
	E-mail: grobillard@rsmrichter.com

Petitioners' counsel	Stikeman Elliott LLP
	Attention: Jean Fontaine and Frédéric Paré
	E-mail : jfontaine@stikeman.com
	E-mail : fpare@stikeman.com

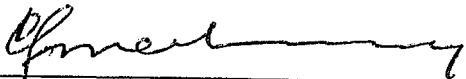
[30] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail, one (1) Business Day after the document is sent by courier and on the date the document is sent by e-mail or facsimile transmission (if the document is sent no later than 5:00 p.m.);

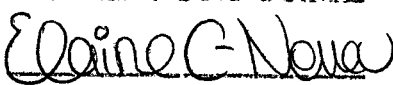
General Provisions

[31] **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot

rate of exchange for exchanging currency to Canadian dollars on the Determination Date;

- [32] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
- [33] **ORDERS** the provisional execution of this Order notwithstanding appeal;
- [34] **THE WHOLE** without costs.


Clément Gascon, S.C.J. J.C.S.

COPIE CONFORME

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