

SUPERIOR COURT
(COMMERCIAL DIVISION)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-022700-047

DATE: February 8, 2006

IN THE PRESENCE OF THE HONOURABLE FRANÇOIS ROLLAND, C.J.S.C.

IN THE MATTER OF THE ARRANGEMENT OF :

9161-5849 QUÉBEC INC.
(formerly known as EAUX VIVES HARRICANA INC.)

-and-

41902 DELAWARE INC. (formerly known as EVH U.S.A. INC.),

-and-

9161-5286 QUÉBEC INC. (formerly known as LES SOURCES PERIGNY INC.)

Petitioners

-and-

RSM RICHTER INC.

Monitor

ORDER

[1] **GIVEN** the Motion for the sanction of a compromise by a Court (the "Motion") and the affidavit submitted in support thereof:

[2] **GIVEN** the reasons alleged in the Motion duly supported by an affidavit and the representations made by counsel for Petitioners and for the Monitor;

[3] **GIVEN** the fact that the Motion is well founded;

FOR THESE REASONS THE COURT:

[4] **GRANTS** the Motion;

[5] **DECLARES** the notice sent together with the notice of convocation of the meetings of creditors (Exhibit R-4) a valid and sufficient notice to apply for this Order in the circumstances and **EXEMPTS** 9161-5849 Québec Inc., 41902 Delaware Inc., and 9161-5286 Québec Inc. (collectively "EVH") from any further notice or delay of presentation;

[6] **DECLARES** that the defined terms employed in this Order have the meaning attributed to them in the joint plan of arrangement filed by EVH on December 14, 2005, as amended February 2, 2006 (the "**Amended Plan**");

[7] **DECLARES** that EVH acted in good faith and with all required diligence, the whole in conformity with the CCAA;

[8] **DECLARES** that the Amended Plan was approved by the required majorities of the Creditors;

[9] **DECLARES** that the Amended Plan is fair and reasonable;

[10] **AMENDS** the Amended Plan to replace the words "Section 5.1(1)" by "Section 5.1(2)" in Section 8.1.2 of the Amended Plan and to delete the words "including any claim set forth at Section 5.1(2) of the CCAA" in Section 8.1.3 of the Amended Plan;

[11] **SANCTIONS AND RATIFIES** the Amended Plan, as amended by this Order;

[12] **DECLARES**, upon the filing of the Certificate that the Amended Plan is binding upon all the Creditors of EVH as well as upon EVH itself;

[13] **DECLARES** that all of the Creditors are deemed to have voted in favor of the Amended Plan and to be bound by all the terms of the Amended Plan;

[14] **ORDERS** the Monitor, when all the conditions referred to at Section 9.10 of the Amended Plan will have been met, to file with this Court's record a certificate substantially in the form of Exhibit R-5 (the "**Certificate**");

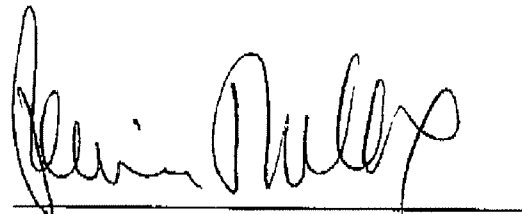
[15] **DECLARES**, upon the filing of the Certificate:

- a) that the Amended Plan shall be binding upon all Creditors and their respective heirs, executors, administrators, successors and assignees; that the Amended Plan constitute, in accordance with its terms, a complete, final and definitive settlement of all the rights of the Creditors relative to the Claims without regard to the jurisdiction in which the Creditor may reside or in which the Claim arose for all purposes; and that the Amended Plan, to such extent, shall also be effective to relieve any third party directly or indirectly liable for such indebtedness, whether as guarantor, indemnitor, tenant, director, joint covenantor, principal or otherwise;
- b) that each Creditor shall be deemed to have waived any and all defaults then existing or previously committed by EVH in any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, agreement, mortgage, hypothec, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement or any other instrument, whether written or oral, and any and all amendments or supplements thereto, existing between a Creditor and EVH and any and all notices of default and demands for payment under any Instrument, including, without limitation, any guarantee, shall be deemed to have been irrevocably and forever rescinded.
- c) that any conflict between the Amended Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, hypothec, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, by-laws of the EVH, lease or other agreement or any other instrument, whether written or oral, and any and all amendments or supplements thereto existing between a Creditor and EVH as at the date of this Order will be deemed to be governed by the terms, conditions and provisions of the Amended Plan and this Order, which shall take precedence and priority.
- d) that upon the rendering of this Order, each Creditor shall be deemed to have consented and to have agreed to all of the provisions of this Amended Plan in its entirety. In particular but without limitation, each Creditor shall be deemed:
- (i) subject to EVH having fulfilled their respective obligations under the Amended Plan, to have executed and delivered to EVH all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Amended Plan in its entirety;

- (ii) subject EVH having fulfilled their respective obligations under the Amended Plan, to have waived any default by EVH in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and EVH that has occurred on or prior to the Effective Date; and
 - (iii) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and EVH as at the date of the Effective Date (other than those entered into by EVH on, or with effect from, the Effective Date) and the provisions of this Amended Plan, then the provisions of this Amended Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.
- e) that the following persons benefit from the following releases:
- (i) a full and final release and discharge in favour of EVH from and by each and every Creditor with respect to every Claim and Unaffected Claim of each such Creditor, and an irrevocable and unconditional waiver by each and every Creditor to exercise any and all personal and/or real rights in respect of their respective Claims and Unaffected Claims;
 - (ii) a full and final release and discharge from and by each and every Creditor with respect to any claim, other than a claim listed at Section 5.1(2) of the CCAA, which they have or may have, directly or indirectly against the Representatives of EVH in any way resulting from or relating to any Claim or Unaffected Claim, and an irrevocable and unconditional waiver by each and every Creditor to exercise any and real and/or personal rights in respect of any of the same;
 - (iii) a full and final release and discharge from and by each and every Creditor with respect to any claim (other than those claims contemplated by Sections 8.1.1, 8.1.2 or 8.1.4 of the Amended Plan) which they have or may have, directly or indirectly against the Representatives of EVH;
 - (iv) a full and final release and discharge from and by each and every Creditor and/or any other Person with respect to any claim they may have, directly or indirectly, against EVH or the Monitor or any of their respective Representatives in connection with or in any manner related to, directly or indirectly, the Proceedings, the Amended Plan, the preparation and/or implementation of the same, and/or any

contact, instrument, release, agreement or other document or any other action taken or omitted to be taken with respect to any of the foregoing. In all respects, EVH and the Monitor and their respective Representatives shall have the unfettered and unqualified right to rely upon legal advice with respect to their rights and obligations under the terms of the Amended Plan; and

- (v) as of the Effective Date, EVH shall be deemed to have automatically, forever, irrevocably and unconditionally released their Representatives as well as the Monitor and its Representatives from any claim of any nature that may exist, may have existed, or may in the future exist in the context of, in connection with or in any manner related to, directly or indirectly, the Proceedings, the Amended Plan, the preparation and/or implementation of the same, and/or any contact, instrument, release, agreement or other document or any other action taken or omitted to be taken with respect to any of the foregoing.
- [16] **EXTENDS** the Initial Order rendered on March 19, 2004 by the Honourable François Rolland J.S.C. (as he then was) as amended and extended, and the stay contained herein, until the completion of the implementation of the Amended Plan;
- [17] **ORDERS** the provisional execution of this Order, notwithstanding any appeal and without the necessity of furnishing any security;
- [18] **ORDERS** that these proceedings and this Order shall have full force and effect in all of the provinces or territories in Canada;
- [19] **DECLARES** that this Court seeks and requests the aid and assistance and recognition of any court or administrative body in Canada, as well as any court or administrative body of the United States of America to assist the liquidator to carry out the terms of this Order;
- [20] **THE WHOLE**, without costs.



FRANÇOIS ROLLAND, C.J.S.C.