

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-022700-047

**SUPERIOR COURT**

(Sitting as tribunal designated under the  
*Companies' Creditors' Arrangement Act*)

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**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

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**MOTION FOR THE SANCTION OF A COMPROMISE BY A COURT**  
**(Section 6 of the *Companies' Creditors Arrangement Act* ("CCAA"), L.R.C. 1985 c. C-36)**

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**TO ONE OF THE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, PETITIONERS RESPECTFULLY SUBMIT THAT:**

**INTRODUCTION**

1. Petitioners 9161-5849 Québec Inc., 41902 Delaware Inc., and 9161-5286 Québec Inc. (collectively the "**Petitioners**" or "**EVH**") respectfully request this Court to sanction a plan of compromise and arrangement agreed to by the unanimity of the Creditors having voted at a meeting of Creditors duly convened and held in Montreal on February 2, 2006;
2. For the purposes of this Motion, all capitalized term used but not otherwise defined herein shall have the meanings given to them in the plan of arrangement filed by Petitioners on December 14, 2005 and amended on February 2, 2006 (the "**Amended Plan**"). A copy of the Amended Plan is attached herewith as **Exhibit R-1**;

**BACKGROUND**

***EVH***

3. 9161-5849 Québec Inc. (formerly known as Eaux Vives Harricana Inc.) ("**EVH Inc.**") is a legal person, duly constituted under the laws of Quebec;
4. EVH Inc.'s head office is located at 11 Chemin des Sablières, St-Mathieu-d'Harricana, Province of Quebec, District of Abitibi;
5. EVH Inc. was in the business of harnessing, bottling, distributing and marketing bottled water;

***EVH U.S.A.***

6. 41902 Delaware Inc. (formerly known as EVH U.S.A. Inc.) ("**EVH U.S.A.**") is a legal person, duly constituted under the laws of Delaware, U.S.A.;
7. EVH U.S.A. had a place of business at 17821 East 17th Street, suite 193, Tustin, California, 92780, U.S.A.;
8. EVH U.S.A. solely acted as a marketing, sales and distributing agent for EVH Inc. and had no customers other than EVH Inc.;

9. As such, EVH U.S.A. is dependent upon EVH Inc., which explains the joint filing herein;

***Sources Périgny***

10. 9161-5286 Québec Inc. (formerly known as Les Sources Périgny Inc.) ("**Sources Périgny**") is a legal person, duly constituted under the laws of Quebec;
11. Sources Périgny had a place of business at 11 Chemin des Sablières, St- Mathieu-D'Harricana, Province of Quebec, District of Abitibi;
12. Sources Périgny is a wholly-owned subsidiary of EVH Inc.;
13. While Sources Périgny is a distinct legal entity from EVH Inc., it has no cash other than EVH Inc.'s cash and its assets and liabilities cannot be disassociated from EVH Inc.'s assets and liabilities, which explains the joint filing herein;

**THE ORDERS RENDERED**

14. On March 19, 2004, EVH filed a Motion for the Issuance of an Initial Order (the "**Initial Motion**"), as more fully appears from the Court's record;
15. On March 19, 2004, the Honourable François Rolland J.S.C. (as he then was) granted the Initial Motion and, *inter alia*:
- (a) declared that EVH Inc. and EVH U.S.A. were debtor companies within the meaning of the *CCAA* and that said Act applied to them;
  - (b) granted EVH's request to submit a joint plan of arrangement with its Creditors, in accordance with the *CCAA*;
  - (c) ordered that a meeting of Creditors be convened for the purpose of voting on the said plan of arrangement;
  - (d) appointed RSM Richter Inc. ("**RSM Richter**" or the "**Monitor**") (Mr. Yves Vincent, C.A., C.I.R.P., being the officer responsible for the administration) as Monitor;
- (the "**Initial Order**"), the whole as appears from the Court's record.
16. RSM Richter accepted to act as Monitor and always fulfilled such role;

17. The Initial Order was amended and extended on various occasions, as appears from the Court's record;
18. EVH was ultimately granted until February 28, 2006 to call and hold a meeting of its Creditors to approve a plan of arrangement and to seek the Court's sanction of said plan of arrangement;

### **SALE OF EVH'S ASSETS**

19. As appears from the Court's record, there has been several aborted transactions;
20. On July 15, 2005, EVH and Eaux Vives Water Bottling Corp., an entity affiliated with Morgan Stanley and selected by Morgan Stanley as its nominee for the transaction (the "**Purchaser**"), entered into an asset purchase agreement wherein EVH agreed to sell all of its operating assets to the Purchaser, the whole on the terms and conditions more fully therein set forth (collectively with any amendments thereto agreed to between the parties, the "**Purchase Agreement**");
21. The transaction provided for a cash payment of \$18,000,000 (the "**Purchase Price**");
22. On July 29, 2005 the Court approved the transaction as contemplated in the Purchase Agreement (the "**Sale Order**"), as appears from the Court's record;
23. On August 25, 2005, further to the accomplishment of all the conditions contemplated in the Purchase Agreement, EVH and the Purchaser completed the purchase and sale transaction;
24. The entirety of the Purchase Price was received by counsel to EVH, to be disbursed to the Monitor upon the registration of all deeds and other instruments evidencing the said transaction;
25. On September 15, 2005 (the "**Closing Date**"), the entirety of the Purchase Price was transferred to the Monitor;

### **THE AMENDED PLAN OF ARRANGEMENT**

26. In accordance with the Orders rendered, EVH filed, on December 14, 2005, the plan of arrangement;

27. By Order rendered on December 16, 2005 to EVH's Motion for the Extension of Time for the Filing of the Plan of Arrangement (the "**Motion for the Extension of Time**"), the Honourable Robert Mongeon, J.S.C., *inter alia*:
- (a) authorized the Monitor to send, together with a notice of convocation of the meeting of creditors, a notice substantially in the form of Exhibit R-2 filed in support of the Motion for the Extension of Time; and
  - (b) declared that said notice complies with the requirements of the *CCAA* and is a sufficient notice to apply for an Order sanctioning EVH's plan of arrangement in the circumstances.
28. On December 23, 2005, RSM Richter sent to all the Creditors of EVH having filed a Proof of Claim in accordance with the Order rendered by the Honourable François Rolland J.S.C. (as he then was) on June 8, 2004 (the "**Claim Process Order**"): (a) a notice of meeting with respect to the meeting of Creditors, to be held on February 2, 2006, at 10h00, in Room Viger of the Marriot Chateau Champlain; (b) a copy of the plan of arrangement; (c) the voting form and the proxy form; and (d) a copy of the Monitor's report, the whole in accordance with the Initial Order, the Claim Process Order, the Order rendered by the Honourable Robert Mongeon J.S.C. on December 16, 2005, and the *CCAA*. Copy of the documentation sent to the Creditors is attached hereto *en liasse* as **Exhibit R-2**;
29. Pursuant to the Claim Process Order, only Creditors having filed a Proof of Claim in accordance with the Claim Process Order were entitled to receive the documentation attached as Exhibit R-2;
30. On February 2, 2006, further to discussions with various Creditors, EVH amended the plan of arrangement with the consent of its largest Creditors, Parmalat Holdings Limited and 2975483 Canada Inc. A copy of the Amended Plan is attached herewith as Exhibit R-1. A copy of a blacklined version indicating the amendments made to the Amended Plan is attached herewith as **Exhibit R-3**;
31. Pursuant to Section 6.3 of the Amended Plan:
- (a) Each Unsecured Creditor (including 2975483 Canada Inc. and Parmalat Holdings Limited) having filed a Proof of Claim in accordance with the Claim Process

Order shall be entitled to receive, in full and final satisfaction of its Unsecured Claim, out of the Distribution Fund:

- (i) with respect for the first \$1,000 of their Unsecured Claim determined to be a Proven Claim, the lesser of \$1,000 and the amount of the Creditor's Unsecured Claim determined to be a Proven Claim; and
    - (ii) with respect to the portion of their Unsecured Claim determined to be a Proven Claim over \$1,000, an amount corresponding to 20% of the balance of the Unsecured Claim determined to be a Proven Claim (net of the amounts paid pursuant to subparagraph (i) above);
  - (b) 2975483 Canada Inc. and Parmalat Holdings Limited have agreed to waive a portion of the dividend payable to them pursuant to the Amended Plan in order to allow the other Unsecured Creditors having a Proven Claim to receive the dividend provided for in the Amended Plan;
32. The Amended Plan is clearly an improvement for all Creditors other than 2975483 Canada Inc. and Parmalat Holdings Limited;
  33. On February 2, 2006, the duly convened Creditors' meeting was duly held, the whole as more fully appears from a copy of the minutes of said meeting attached hereto as **Exhibit R-4**;
  34. The meeting was presided by a representative of the Monitor, Mr. Yves Vincent, from RSM Richter, the whole as more fully appears from Exhibit R-4;
  35. At the said meeting, the Amended Plan was presented to EVH's Creditors. The Monitor furthermore presented to the Creditors an update of his report. A copy of the Monitor's updated report is attached to the minutes of the Creditors' meeting (Exhibit R-4);
  36. Pursuant to the Claim Process Order, the only Creditors entitled to vote were those having filed a Proof of Claim in accordance with the Claim Process Order. All the Creditors entitled to vote who were present at the Creditors' meeting or that had filed a voting or proxy form prior to the meeting voted on the Amended Plan.
  37. Only one vote was held, for the class of creditors referred to as "Unsecured Creditors" in the Amended Plan, the whole as appears from Exhibit R-4. The other three classes of creditor provided for by the Amended Plan, more specifically, "Secured Creditors",

"Crown's Creditors", and "Unaffected Creditors" will be paid in full pursuant to the Amended Plan and are therefore deemed to have voted in favour of the Amended Plan, the whole in accordance with Sections 6.1.1, 6.2.1 and 6.4 of the Amended Plan;

38. The Amended Plan was unanimously accepted by the 58 Creditors of EVH which voted on the Amended Plan, representing \$93,959,304 in value, the whole as appears more fully from Exhibit R-4;
39. In conformity with the *CCAA*, Petitioners therefore ask this Court to approve, sanction and ratify the Amended Plan;
40. The Amended Plan (Exhibit R-1) is in full compliance with the *CCAA* and the Orders rendered by this Court and has been unanimously accepted by the Creditors of EVH;
41. The Amended Plan is fair and commercially reasonable and is in the best interest of EVH and its Creditors;
42. As explained in the Amended Plan, EVH has been informed that 2975483 Canada Inc. and Parmalat Holdings Limited, which have filed a proof of claim as Secured Creditors for an amount of \$87,488,942.82, are agreeable to be treated as Unsecured Creditors for the purposes of the Amended Plan, conditionally to the Amended Plan being accepted by the Creditors and sanctioned by this Court in its present form. Parmalat Holdings Limited and 2975483 Canada Inc. have however expressly reserved all their rights and recourses, including with respect to their charge over the Proceeds, should the Amended Plan not be implemented for any reason whatsoever. The release by 2975483 Canada Inc. and Parmalat Holdings Limited of any Security they may have over the Proceeds is a condition for the implementation of the Amended Plan.
43. Should the Amended Plan not be implemented and EVH file for bankruptcy, Parmalat Holdings Limited and 2975483 Canada Inc. would likely enforce their security over EVH's assets, which could result in the Unsecured Creditors receiving no dividend whatsoever.
44. Moreover, even if Parmalat Holdings Limited and 2975483 Canada Inc. were to be treated as Unsecured Creditors, the other Unsecured Creditors would receive, in a bankruptcy scenario, a dividend of no more than 14% of their Unsecured Claim accepted as Proven Claim. In comparison, the Amended Plan guarantees to the Unsecured Creditors the payment of the first thousand dollars (\$1000) of their Unsecured Claim

accepted as Proven Claim (or, if the Proven Claim is less than a thousand dollars (\$1000), the amount of the Proven Claim) and a dividend of 20% of their Unsecured Claim accepted as Proven Claim which is above a thousand dollars (\$1000);

45. Furthermore, the Amended Plan is much more advantageous for small trade Creditors of EVH than a bankruptcy scenario would be;
46. The Orders rendered in this file, as well as the *CCAA*, have been complied with in all respects. Moreover, EVH is acting and has always acted in good faith and its conduct and behavior is and has always been driven to ensure the best interest of its Creditors;
47. Pursuant to Section 9.10 of the Amended Plan, certain conditions must be fulfilled for the Amended Plan to be implemented, including the rendering of the Sanction Order (as defined in the Amended Plan) and the obtaining by the Monitor of a release (to become effective upon full payment of the amount to which they are entitled pursuant to the Amended Plan) by Parmalat Holdings Limited and 2975483 Canada Inc. of any charge held by them covering the Proceeds. The Monitor proposes, upon all the conditions set out in Section 9.10 of the Amended Plan being fulfilled, to file with this Court's record a Certificate substantially in the form of **Exhibit R-5**;
48. This Motion is well founded in fact and in law.

**THEREFORE, PETITIONERS PRAY THIS COURT TO:**

**GRANT** the present Motion;

**DECLARE** 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 the Order sought in the circumstances and **EXEMPT** 9161-5849 Québec Inc., 41902 Delaware Inc., and 9161-5286 Québec Inc. (collectively "EVH") from any further notice or delay of presentation;

**DECLARE** that the defined terms employed in the Order sought 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**");

**DECLARE** that EVH acted in good faith and with all required diligence, the whole in conformity with the *CCAA*;



**DECLARE** that the Amended Plan was approved by the required majorities of the Creditors;

**DECLARE** that the Amended Plan is fair and reasonable;

**SANCTION AND RATIFY** the Amended Plan;

**DECLARE**, upon the filing of the Certificate that the Amended Plan is binding upon all the Creditors of EVH as well as upon EVH itself;

**DECLARE** 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;

**ORDER** 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**");

**DECLARE**, 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 the Order sought will be deemed to be governed by the terms, conditions and provisions of the Amended Plan and the Order sought, which shall take precedence and priority.

d) that upon the rendering of the Order sought, 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(1) 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, including any claim set forth at Section 5.1(2) of the *CCAA*, 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.

**EXTEND** 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;

**ORDER** the provisional execution of the Order sought, notwithstanding any appeal and without the necessity of furnishing any security;

**ORDER** that these proceedings and the Order sought shall have full force and effect in all of the provinces or territories in Canada;

**DECLARE** 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 the Order sought;

**RENDER** any other remedy appropriate in the circumstances;

**THE WHOLE WITHOUT COSTS**, save and except in case of contestation, and then, with costs against any opposing party(ies).

Montreal, February 7, 2006

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

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**DAVIES WARD PHILLIPS & VINEBERG LLP**  
Attorneys for Petitioners

**TRUE COPY**

  
DAVIES WARD PHILLIPS & VINEBERG LLP

**AFFIDAVIT**

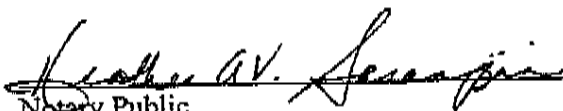
I, the undersigned, **ANTONINO CUGLIARI**, a solicitor, exercising my profession at 405 The West Mall, 10<sup>th</sup> Floor, in the City of Toronto, province of Ontario, M9C 5J1, solemnly declare the following:

1. I am the corporate secretary of 9161-5849 Québec Inc. (formerly known as Eaux Vives Harricana Inc.) and a duly authorized representative of the Petitioners;
2. I have taken cognizance of the present Motion for the Sanction of a Compromise by a Court;
3. All the facts alleged in the present Motion are true.

**AND I HAVE SIGNED**

  
 \_\_\_\_\_  
 Antonino Cugliari,  
 Secretary

SWORN TO BEFORE ME in Toronto  
this 7<sup>th</sup> day of February 2006

  
 \_\_\_\_\_  
 Notary Public

**TRUE COPY**

  
 \_\_\_\_\_  
 DAVIES WARD PHILLIPS & VINEBERG LLP

C A N A D A

PROVINCE DE QUÉBEC  
DISTRICT DE MONTREAL

No: 500-11-022700-047

**COUR SUPÉRIEURE**

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**DANS L'AFFAIRE DE  
L'ARRANGEMENT DE:**

**9161-5849 QUÉBEC INC.** (anciennement  
connue sous le nom de **EAUX VIVES  
HARRICANA INC.**)

-et-

**41902 DELAWARE INC.** (anciennement  
connue sous le nom de **EVH U.S.A. INC.**)

-et-

**9161-5286 QUÉBEC INC.** (anciennement  
connue sous le nom de **LES SOURCES  
PÉRIGNY INC.**)

Requérantes

-et-

**RSM RICHTER INC.**

Contrôleur

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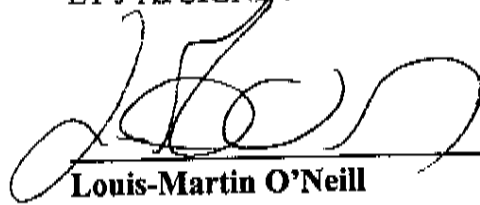
**CERTIFICAT D'AUTHENTICITÉ**

Je, soussigné, **Louis-Martin O'Neill**, avocat, pratiquant ma profession au cabinet de Davies Ward Phillips & Vineberg s.r.l., ayant sa place d'affaires au 1501 avenue McGill College, 26<sup>e</sup> étage, en la ville de Montréal, province de Québec, déclare solennellement ce qui suit :

1. Le 7 février 2006 à 1:18 p.m., Davies Ward Phillips & Vineberg s.r.l. a reçu un affidavit daté du 7 février 2006 et signé par monsieur Antonino Cugliari;

2. La copie de l'affidavit jointe à la présente est une copie conforme de l'affidavit reçu de Antonio Cugliari, exerçant sa profession au 405 The West Mall, 10<sup>e</sup> étage, ville d'Etobicoke, province d'Ontario, M9C 5J1. Le numéro de télécopieur est le (416) 620-3118.
3. Tous les faits allégués aux présentes sont vrais.

ET J'AI SIGNÉ :

  
\_\_\_\_\_  
Louis-Martin O'Neill

DÉCLARÉ SOLENNELLEMENT de  
à Montréal, le 7 février 2006



  
\_\_\_\_\_  
COMMISSAIRE À L'ASSERMENTATION

**TRUE COPY**

  
\_\_\_\_\_  
DAVIES WARD PHILLIPS & VINEBERG LLP



**NOTICE OF PRESENTATION**

RSM RICHTER INC.  
c/o **Mr. Yves Vincent**  
2 Place Alexis-Nihon  
3500, de Maisonneuve Blvd. West  
22nd Floor  
Montreal, Quebec H3Z 3C2

ROBBIE MANUFACTURING INC.  
c/o **Mtre. Christopher Besant**  
CASSELS BROCK  
2100 Scotia Plaza  
40 King Street West  
Toronto, Ontario M5H 3C2

ROBBIE MANUFACTURING INC.  
c/o **Mtre. Gérald Apostolatos**  
LANGLOIS KRONSTRÖM DESJARDINS  
1002 Sherbrooke St. West, 28<sup>th</sup> Floor  
Montreal, Quebec H3A 3L6

GOODGOLL CURTIS INC.  
c/o **Mtre. David Assor & Mtre. Barry Landy**  
SPIEGEL SOHMER  
5 Place Ville Marie, suite 1203  
Montreal, Quebec H3B 2G2

GOODGOLL CURTIS INC.  
THE MEDIA DEPARTMENT  
c/o **Mtre. David Assor & Mtre. Barry Landy**  
SPIEGEL SOHMER  
5 Place Ville Marie, suite 1203  
Montreal, Quebec H3B 2G2

**TAKE NOTICE** that the present Motion for the Sanction of a Compromise by a Court shall be presented at the Montreal Courthouse, 1 Notre-Dame East, in room 15.06, on the 8th day of February 2006, at 9:30 a.m., or so soon thereafter as counsel may be heard.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montreal, February 7, 2006

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

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**DAVIES WARD PHILLIPS & VINEBERG LLP**  
Attorneys for Petitioners

**TRUE COPY**

*Davies Ward Phillips & Vineberg*  
DAVIES WARD PHILLIPS & VINEBERG LLP

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-022700-047

**SUPERIOR COURT**

(Sitting as tribunal designated under the  
*Companies' Creditors' Arrangement Act*)

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**9161-5849 QUÉBEC INC. (formerly  
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-and-

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-and-

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Petitioners

-and-

**RSM RICHTER INC.**

Monitor

---

**NOTICE OF DISCLOSURE OF EXHIBITS**

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**EXHIBIT R-1:** Copy of the Amended Plan of Arrangement;

**EXHIBIT R-2:** Copy of the documentation sent to the Creditors;

- EXHIBIT R-3:** Copy of a blacklined version indicating the amendments made to the Amended Plan of Arrangement;
- EXHIBIT R-4:** Copy of the Minutes of the Creditors' meeting of February 2, 2006;
- EXHIBIT R-5:** Draft Certificate of the Monitor.

Montreal, February 7, 2006

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

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**DAVIES WARD PHILLIPS & VINEBERG LLP**  
Attorneys for Petitioners

**TRUE COPY**

  
**DAVIES WARD PHILLIPS & VINEBERG LLP**

No. 500-11-022700-047

**S U P E R I O R C O U R T**  
District of Montreal

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-and-  
RSM RICHTER INC.

Monitor

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**NOTICE OF DISCLOSURE OF EXHIBITS**

---

**COPY FOR:**

**RSM RICHTER INC.**  
c/o Mr. Yves Vincent  
2 Place Alexis-Nihon  
Montréal, Québec H3Z 3C2

Attorneys for Petitioners

Per: Me Louis-Martin O'Neill  
Dir 514 841 6547

O/F 107428

**DAVIES**

**DAVIES WARD PHILLIPS & VINEBERG LLP**

1501 McGill College Avenue  
26<sup>th</sup> Floor  
Montréal Canada H3A 3N9

Tel 514 841 6400  
Fax 514 841 6499  
BP-0181

No. 500-11-022700-047

**S U P E R I O R C O U R T**  
District of Montreal

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**MOTION FOR SANCTION OF A  
COMPROMISE BY A COURT, AFFIDAVIT,  
NOTICE OF PRESENTATION,  
NOTICE OF DISCLOSURE OF EXHIBITS  
AND EXHIBITS R-1 TO R-6**

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**COPY FOR:**

**RSM RICHTER INC.**

c/o Mr. Yves Vincent  
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