

SUPERIOR COURT
(COMMERCIAL DIVISION)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-022700-047

DATE: July 29, 2005

IN THE PRESENCE OF THE HONOURABLE FRANÇOIS ROLLAND
CHIEF JUSTICE

IN THE MATTER OF THE ARRANGEMENT OF:

EAUX VIVES HARRICANA INC.

-and-

EVH U.S.A. INC.

-and-

LES SOURCES PÉRIGNY INC.

Petitioners

-and-

RSM RICHTER INC.

Monitor

-and-

THE LAND REGISTRAR OF THE LAND REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OFFICE OF ABITIBI

Mis-en-cause

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVEABLE
REAL RIGHTS**

Mis-en-cause

-and-

**THE REGISTRAR FOR THE BANK ACT SECURITY REGISTRY SYSTEM
FOR THE PROVINCE OF QUÉBEC**

Mis-en-cause

ORDER

- [1] The Court, after having examined the Motion with Respect to the Sale of Certain Assets and the Appointment of an Interim Receiver (the "**Motion**"), after having read the affidavit submitted in support thereof;
- [2] **GIVEN** the reasons alleged in the Motion duly supported by an affidavit;
- [3] **GIVEN** the fact that the Motion is well-founded;
- [4] **FOR THESE REASONS, THE COURT:**
- [5] **GRANTS** the Motion;
- [6] **GRANTS** the remedies and relief sought by Petitioners, Eaux Vives Harricana Inc. ("**EVH INC.**"), EVH U.S.A., Inc. ("**EVH U.S.A.**") and Les Sources Périgny Inc. ("**Sources Périgny**") (collectively, "**EVH**" or the "**Petitioners**");
- [7] **EXEMPTS** EVH from the service of the Motion and of any notice or delay of presentation and **DECLARES** sufficient any notices given;
- [8] **APPOINTS** RSM Richter Inc. (the "**Monitor**") as Interim Receiver of all the Assets (as defined below) for the sole purpose of completing the Transactions (as defined below);
- [9] **EXEMPTS** the Monitor, in its capacity of Interim Receiver, of any obligation to provide a security deposit with respect to its nomination as Interim Receiver;
- [10] **DECLARES** that the Monitor, in its capacity of Interim Receiver, shall not, as a result of the present Order or anything done in pursuance of the Monitor's duties and powers, in its capacity of Interim Receiver, under the present Order, be deemed to be in possession of any and all of the Assets of EVH (and of any of the Petitioners) within the meaning of any federal, provincial or other legislation,

statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination and regulations thereunder;

- [11] **DECLARES** that the Monitor, in its capacity of Interim Receiver, shall take care, ownership, control, charge, occupation, possession and management (collectively, the “**Possession**”) of all the Assets but only and solely to the extent necessary to give effect to the present Order;
- [12] **CONFIRMS** the authority of EVH to sign and execute the asset purchase agreement dated July 15, 2005, entered into between Eaux Vives Water Bottling Corp. (the “**Purchaser**”) and EVH, as per Exhibit R-1 and to sign and execute any amendment to same agreed to between the parties (collectively, the “**Purchase Agreement**”) and further **CONFIRMS** the authority of the Monitor to intervene to the Purchase Agreement, in the form of the “**Intervention**” therein contained, as per Exhibit R-1;
- [13] **AUTHORIZES** the sale, transfer, assignment, conveyance and cession of the “**Assets**” (as such term is defined in the Purchase Agreement) (the “**Assets**”) and further **AUTHORIZES** the Monitor, in its capacity of Interim Receiver, to:
- a) sell, transfer, assign, convey and cede to the Purchaser any and all rights, titles and interests of EVH (and of any of the Petitioners) in and to any and all Assets pursuant to the provisions of the Purchase Agreement (the “**Transactions**”);
 - b) accordingly, perform any and all acts, sign any and all documents, including, without limitation, the Purchase Agreement, a deed of sale with respect to the immovable property of each of EVH Inc. and Sources Périgny (in a form substantially similar to the drafts attached as Exhibit R-2), a bill of sale or confirmation of assignment (in a form substantially similar to the draft attached as Exhibit R-3) and take any and all necessary measures to execute the Transactions, including any and all sales, transfers, assignments, conveyances and cessions stipulated in the Purchase Agreement or any related documents; and
 - c) upon the Closing Date (as defined in the Purchase Agreement), collect the proceeds of the Transactions in the amount of CDN \$ 18,000,000.00 (the “**Proceeds**”), in escrow until their distribution pursuant to the plan of arrangement, subject to the other provisions of this Order and to any further Order of this Court authorizing such distribution;
- [14] **CONFIRMS** the authority of the Monitor, in its capacity of Interim Receiver, to sign and execute any agreement, contract, deed or any other document ancillary or related to and to do all reasonable things, including without any limitation, if need be, to intervene and appear in any judicial or administrative proceedings, necessary or useful to assist EVH (or any of the Petitioners) to uphold their

obligations under the Purchase Agreement or which could be required or useful to give full and complete effect to the Transactions, including, but not limited to, sign and execute any deed of sale, confirmatory trademark assignment or other contract of sale for the Assets;

- [15] **ORDERS** that any and all party in possession of any and all Assets, or who comes into possession of any and all Assets, shall remit same to EVH or, if after the filing of the Certificate (as defined below) with the Office of this Court, to the Purchaser;
- [16] **EXEMPTS** EVH (and any of the Petitioners) and the Monitor, in its capacity of Interim Receiver, from the requirement (if any) to seek and obtain shareholders' approval pursuant to any federal or provincial legislation with regard to the Purchase Agreement and the consummation of the Transactions;
- [17] **ORDERS** EVH to file within 15 days from Final Closing (as defined in the Purchase Agreement) articles of amendment in order to change each of EVH's name and any business names used by EVH (or by any of the Petitioners) and containing any mention of "EVH", "Eaux Vives", or "Perigny" without the requirement (if any) of obtaining director or shareholder's approval pursuant to any federal or provincial legislation, failing which by EVH to do so within the prescribed delay, **ORDERS** the Monitor, in its capacity of Interim Receiver, to do so;
- [18] **ORDERS** the Monitor, in its capacity of Interim Receiver, upon Final Closing and payment of the Proceeds in escrow in accordance with the Purchase Agreement, to file with the Office of this Court a certificate in the form substantially similar to the draft attached (Exhibit R-4) (the "**Certificate**");
- [19] **ORDERS** that the Monitor, in its capacity of Interim Receiver, shall not incur any liability whatsoever regarding third parties for any act done under the present Order;
- [20] **ORDERS** that the Monitor, in its capacity of Interim Receiver, is not and shall not be deemed or considered to be a successor employer, related employer, sponsor or payer with respect to any of the employees of EVH (or of any of the Petitioners) or any former employees within the meaning of any provincial, federal or municipal legislation or common law governing employment or labour standards (the "**Labour Laws**") or any other statute, regulation or rule of law or equity for any purpose whatsoever, or any collective agreement or other contract between EVH (or any of the Petitioners) and any of their current or former employees. In particular, the Monitor, in its capacity of Interim Receiver, shall not be liable to any of the employees of EVH (or of any of the Petitioners) for any wages under applicable Labour Laws, including, without limitation, severance pay, termination pay and vacation pay. The Monitor, in its capacity of Interim Receiver, shall not be liable for any contribution or other payment to any pension or benefit fund;

- [21] **ORDERS** that any and all fees, costs and disbursements which shall properly be made or incurred by the Monitor, in its capacity of Interim Receiver, in the conduct of its duties pursuant to this Order shall be included in, and be a part of the Administration Charge (as defined in the Initial Order dated March 19, 2004) in addition to all those fees, costs and disbursements already contemplated thereby;
- [22] **DECLARES** that upon filing of the duly signed Certificate, any and all rights, titles and interests in and to the Assets shall be and are hereby vested in the Purchaser absolutely and forever free and clear of and from any and all encumbrances, liens, claims, rights, titles, interests, security interests, charges, pledges, mortgages, hypothecations, hypothecs, judgments, deemed trusts, executions, writs of seizure and sale, options, adverse claims, levies, charges, priorities, remedies from facts which exist as of the date of Final Closing whether known or unknown, or any and all other rights, rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law or equity or otherwise, whether perfected, attached, registered or filed, whether secured, unsecured or otherwise and whether created by or pursuant to the Orders of this Court made in these proceedings, including, without limitation, all charges created by Orders of this Court under the present proceedings, including without any limitation, the DIP Charge (as defined in the Order of this Court dated June 15, 2004) (the "**DIP Charge**") and DIP Security (as defined in the Order of this Court dated June 15, 2004) (the "**DIP Security**") and the Administration Charge and the Directors' Charge (as defined in the Initial Order dated March 19, 2004) ("**the Administration Charge and the Directors' Charge**") (each of which being an "**Encumbrance**") (with the exclusion of priorities in respect of Municipal and School taxes due and unpaid (but only in respect of the period from the moment of Final Closing of the transaction contemplated in the Purchase Agreement and thereafter));
- [23] **DECLARES** that the present Order constitutes the only authorization required by EVH (or by any of the Petitioners) and the Monitor, in its capacity of Interim Receiver, to proceed with the Transactions and, for greater certainty, **DECLARES** that the parties involved in the Transactions are exempted from requiring or obtaining any authorization that may have been required from any person or authority whatsoever;
- [24] **ORDERS AND DIRECTS** the Land Registrar of the Land Registry Office for the Registry Division of Abitibi to accept, upon payment of the prescribed fees, a true copy of this Order, the Certificate (and any and all documentation ancillary hereto, if presented to him) and an affidavit of the Monitor, in its capacity of Interim Receiver, attesting that the Certificate has been duly filed in accordance with the present Order, for registration on the titles to the Assets and further **ORDERS** that such registration shall take place without a certificate attesting that no appeal of this Order has been taken, this Order being good and sufficient authority for so doing;

[25] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Abitibi, upon payment of the prescribed fees and the filing of a true copy of this Order, the Certificate and an affidavit of the Monitor, in its capacity of Interim Receiver, attesting that the Certificate has been duly filed in accordance with the present Order, to proceed with the cancellation of any and all Encumbrances, including, without limitation, the following registrations published at the said Land Registry:

10 977 797;

10 977 794; and

11 884 611;

the whole with respect to any and all immovable Assets, including without limitation, the following immovables:

A) EVH INC.

Un emplacement situé dans la municipalité de Saint-Mathieu-d'Harricana, composé de ce qui suit, savoir :

1. *Une partie du lot numéro TROIS (Ptie 3) du Rang QUATRE (R. 4) du cadastre officiel du Canton de Figuary, circonscription foncière de Abitibi, de figure trapézoïdale, bornée vers le Nord par le chemin des Rangs 4 et 5 étant une partie du lot 3 du Rang 4, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m.); vers l'Est par une partie du lot 4 du Rang 4, mesurant le long de cette limite mille six cent vingt-cinq mètres et quatre-vingt-seize centièmes (1 625,96 m); vers le Sud par les lots 3-1 et 4-1 du Rang 3, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m); vers l'Ouest par le lot 2-1 du Rang 4, mesurant le long de cette limite mille six cent vingt-quatre mètres et quarante-cinq centièmes (1 624,45 m); contenant en superficie quarante-deux hectares et soixante-treize centièmes (42,73 hectares);*
2. *Une partie du lot numéro QUATRE (Ptie 4) du Rang QUATRE (R. 4) du susdit cadastre, de figure trapézoïdale, bornée vers le Nord par le chemin des Rangs 4 et 5 étant une partie du lot 4 du Rang 4, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m); vers l'Est par une partie du lot 5 du Rang 4, mesurant le long de cette limite mille six cent vingt-sept mètres et quarante-sept centièmes (1 627,47 m); vers le Sud par les lots 4-1 et 5-2 du Rang 3, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m); vers l'Ouest par une partie du lot 3 du Rang 4, mesurant le long de cette limite mille six cent vingt-cinq mètres et quatre-vingt-seize centièmes (1 625,96 m); contenant en superficie quarante-deux hectares et soixante-dix-sept centièmes (42,77 hectares);*

3. *La subdivision numéro UN du lot numéro CINQ (5-1) du Rang QUATRE (R. 4) du susdit cadastre;*
4. *La subdivision numéro DEUX du lot numéro CINQ (5-2) du Rang QUATRE (R. 4) du susdit cadastre;*
5. *Une partie du lot numéro CINQ (Ptie 5) du Rang QUATRE (R. 4) du susdit cadastre, de figure irrégulière, bornée successivement vers le Nord par le chemin des Rangs 4 et 5 étant une partie du lot 5 du Rang 4, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m); vers l'Est par une partie du lot 6 et par le lot 6-1 du Rang 4, mesurant le long de cette limite mille cinq cent quatre-vingt-quinze mètres et neuf centièmes (1 595,09 m); vers le Sud-Est par le lot 5-2 et une partie du lot 5 du Rang 4 étant l'emprise du chemin d'accès, mesurant le long de cette limite vingt-deux mètres et six centièmes (22,06 m); vers le Sud par une partie du lot 5 et le lot 5-1 du Rang 4 mesurant le long de cette limite quatre-vingt-huit mètres et quarante-neuf centièmes (88,49 m); à nouveau vers l'Est par le lot 5-1 du Rang 4 mesurant le long de cette limite douze mètres et soixante-dix-neuf centièmes (12,79 m); à nouveau vers le Sud par le lot 5-2 du Rang 3 mesurant le long de cette limite cent cinquante-neuf mètres et dix centièmes (159,10 m); vers l'Ouest par une partie du lot 4 du Rang 4, mesurant le long de cette limite mille six cent vingt-sept mètres et quarante-sept centièmes (1 627,47 m); contenant en superficie quarante-deux hectares et soixante-trois centièmes (42,63 hectares), incluant une section du chemin désaffecté;*
6. *Une partie du lot numéro CINQ du Rang QUATRE (R. 4) du susdit cadastre (emprise du chemin d'accès), de figure irrégulière, bornée vers le Nord-Est par le lot 5-2 du Rang 4, mesurant le long de cette limite six mètres et soixante et un centièmes (6,61 m) le long d'un arc de cercle de trente mètres et trente-neuf centièmes (30,39 m) de rayon; vers l'Est par la nouvelle emprise du chemin des Sablières étant une partie du lot 6 du Rang 4, mesurant le long de cette limite vingt-et-un mètres et trente-neuf centièmes (21,39 m); vers le Sud-Ouest par le lot 5-1 du Rang 4, mesurant successivement le long de cette limite quatre mètres et vingt centièmes (4,20 m) le long d'un arc de cercle de cent quatre-vingt-seize mètres et quarante-sept centièmes (196,47 m) de rayon et vingt-quatre mètres et seize centièmes (24,16 m) le long d'un arc de cercle de cinquante mètres et cinquante et un centièmes (50,51 m) de rayon; vers le Nord et le Nord-Ouest par une partie du lot 5 du Rang 5 étant un chemin désaffecté, mesurant respectivement le long de ces limites huit mètres et cinquante-sept centièmes (8,57 m) et quatorze mètres et un centième (14,01 m); contenant en superficie trois cent douze mètres carrés et six centièmes (312,6 m²);*
7. *La subdivision numéro UN du lot numéro SIX (6-1) du Rang QUATRE (R. 4) du susdit cadastre;*

8. *Une partie du lot numéro SIX (Ptie 6) du Rang QUATRE (R. 4) du susdit cadastre, de figure irrégulière, bornée vers le Nord par le par le chemin des Rangs 4 et 5 étant une partie du lot 6 du Rang 4, mesurant le long de cette limite deux cent soixante-deux mètres et quatre-vingt-onze centièmes (262,91 m); vers l'Est par le lot 7-1 du Rang 4, mesurant le long de cette limite quatre cent treize mètres et quatre-vingt-seize centièmes (413,96 m); vers le Sud-Est par le chemin des Sablières étant une partie du lot 6 du Rang 4 et par le lot 6-1 du Rang 4, mesurant successivement le long de cette limite cent quatre-vingt-douze mètres et soixante centièmes (192,60 m), cent quatre-vingt-quatre mètres et quatre-vingt-douze centièmes (184,92 m), deux cent soixante-dix-huit mètres et quatre-vingt-neuf centièmes (278,89 m) et trois cent quatre-vingt-cinq mètre et soixante-quatre centièmes (385,64 m); vers l'Ouest par une partie du lot 5 du Rang 4, mesurant le long de cette limite mille quatre cent vingt-et-un mètres et soixante-dix centièmes (1 421,70 m); contenant en superficie vingt-trois hectares et quatre-vingt-huit centièmes (23,88 hectares);*
9. *La subdivision numéro UN du lot numéro SEPT (7-1) du Rang QUATRE (Rg. 4) du susdit cadastre.*

avec toutes les améliorations dessus érigées portant le numéro civique 11, chemin des Sablières, Saint-Mathieu-d'Harricana, Québec,

B) Sources Périgny

That certain emplacement situated in the Municipality of Saint-Mathieu-d'Harricana, known and designated as subdivision lot number THREE of original lot number EIGHT (8-3) of Range 5 (Rg. 5) of the official cadastre of the Canton of Figuery, registration division of Abitibi.

With all buildings thereon erected bearing civic number 80, Des Sablières Road, Saint-Mathieu-d'Harricana, Province of Québec.

(collectively, the “**Owned Property**”)

and any and all rights of superficies granted under or pursuant to any and all leases with the Minister of Natural Resources and Wildlife pertaining to the following immovables and any and all constructions or other immovables erected on the following immovables:

A) EVH INC.

- (a) *Un immeuble connu et désigné comme étant la subdivision UN, du lot numéro DEUX (2-1), du rang QUATRE (4), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*

- (b) *Un immeuble connu et désigné comme étant la subdivision QUATRE, du lot numéro UN (1-4), du rang TROIS (3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*
- (c) *Un immeuble connu et désigné comme étant la subdivision DEUX, du lot numéro DEUX (2-2), du rang TROIS (3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*
- (d) *Un immeuble connu et désigné comme étant la subdivision UN, du lot numéro TROIS (3-1), du rang TROIS (3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*
- (e) *Un immeuble connu et désigné comme étant la subdivision UN, du lot numéro QUATRE (4-1), du rang TROIS (R. 3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*
- (f) *Un immeuble connu et désigné comme étant les subdivisions DEUX et TROIS, du lot numéro CINQ (5-2 et 5-3), du rang TROIS (3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*
- (g) *Un immeuble connu et désigné comme étant les subdivisions DEUX et TROIS, du lot numéro SIX (6-2 et 6-3), du rang TROIS (3), du cadastre officiel du Canton de FIGUERY, circonscription foncière d'Abitibi;*

B) Sources Périgny

- (h) *subdivision ONE, of lot number SEVEN (7-1), of range FIVE (5), in the official cadastre of the township of FIGUERY, registration division of Abitibi;*
- (i) *subdivision TWO, of lot number SEVEN (7-2), of range FIVE (5), in the official cadastre of the township of FIGUERY, registration division of Abitibi;*
- (j) *subdivision THREE, of lot number SEVEN (7-3), of range FIVE (5), in the official cadastre of the township of FIGUERY, registration division of Abitibi;*
- (k) *subdivision ONE, of lot number EIGHT (8-1), of range FIVE (5), in the official cadastre of the township of FIGUERY, registration division of Abitibi;*
- (l) *subdivision TWO, of lot number EIGHT (8-2), of range FIVE (5), in the official cadastre of the township of FIGUERY, registration division of Abitibi;*

(collectively, the “Rights of Superficies” and together with the Owned Property, the “Immovable Assets”):

this Order being good and sufficient authority for so doing;

- [26] **ORDERS** the Registrar of the Register of Personal and Moveable Real Rights, upon payment of the prescribed fees and the filing of a true copy of this Order, the Certificate and an affidavit of the Monitor, in its capacity of Interim Receiver, attesting that the Certificate has been duly filed in accordance with the present Order, along with the required form signed by the Monitor, in its capacity of Interim Receiver, to proceed with the cancellation of any and all Encumbrances, including, without limitation, the following registrations: 03-0442972-0002, 03-0676506-0002, 03-0676506-0001, 04-0378921-0001 and 04-0378921-002, this Order being good and sufficient authority for so doing;
- [27] **ORDERS** the Registrar of the Bank Act Security Registry System for the Province of Québec and all other Provinces, upon payment of the prescribed fees and the filing of a true copy of this Order, the Certificate and an affidavit of the Monitor, in its capacity of Interim Receiver, attesting that the Certificate has been duly filed in accordance with the present Order, along with the required form signed by the Monitor, in its capacity of Interim Receiver, to proceed with the cancellation of any and all Encumbrances, including, without limitation, the following registrations for notices of intention to give security under Section 427 of the Bank Act: 01160707 and 01160706, this Order being good and sufficient authority for so doing;
- [28] **ORDERS** that the cancellation of 2975483 Canada Inc.'s hypothecs by effect of this Order and the Certificate will not otherwise affect the rights and status of Parmalat Holdings Limited (formerly known as Parmalat Canada Limited) and/or 2975483 Canada Inc. as creditors of EVH (or of any of the Petitioners) under the plan of arrangement to be filed and further **DECLARES** that any and all rights and security that Parmalat Holdings Limited and/or 2975483 Canada Inc. had or may have had over or in respect of the Assets shall charge and apply as against the Proceeds held in escrow by the Monitor, in its capacity of Interim Receiver, as a result of the Transactions;
- [29] **DECLARES** that notwithstanding the above, this Order shall not be construed as ordering the Land Registrar of the Land Registry Office for the Registry Division of Abitibi and the Registrar of the Register of Personal and Moveable Real Rights to proceed with the cancellation of any charge filed or to be filed on the Assets by the Purchaser and/or its lenders in connection with the Transactions;
- [30] **ORDERS** that the DIP Charge, the DIP Security, the Administration Charge and the Directors' Charge shall cover and charge in priority (as prescribed in the court order dated June 15, 2004 – the DIP Order – and in the order dated March 19, 2004 – The initial Order – as amended and extended) the Proceeds held in escrow by the Monitor, in its capacity of Interim Receiver, as a result of the Transactions;

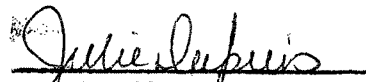
- [31] **ORDERS** the Monitor, in its capacity of Interim Receiver, upon cancellation of all Encumbrances on the Assets (with the exclusion of any charge filed or to be filed on the Assets by the Purchaser and/or its lenders in connection with the Transactions), to reimburse immediately the DIP Loan (as defined in the Order of this Court dated June 15, 2004) and any amount owed which is otherwise covered by the DIP Charge, the DIP Security, the Administration Charge and the Directors' Charge;
- [32] **ORDERS** that priorities in respect of Municipal and School taxes due and unpaid with respect to the Immovable Assets (but only in respect of the period up to and including the moment of the Final Closing) shall cover and charge the Proceeds held in escrow by the Monitor, in its capacity of Interim Receiver, as a result of the Transactions, and further **ORDERS** that such priorities will rank after the DIP Charge, the DIP Security, the Administration Charge and the Directors' Charge on the Proceeds held in escrow by the Monitor, in its capacity of Interim Receiver, as a result of the Transactions;
- [33] **DECLARES** that, subject to the provisions of paragraphs 30 and 32 of this Order, but notwithstanding any other provision contained in this Order, upon cancellation of all Encumbrances (with the exclusion of any and all charges filed or to be filed on the Assets by the Purchaser and/or its lenders in connection with the Transactions) and as from the Closing Date, the Monitor, in its capacity of Interim Receiver, shall use the Proceeds to pay liabilities of EVH (and of any of the Petitioners) incurred after March 19, 2004, as well as any and all outstanding Federal, Provincial, Municipal or School taxes owed by EVH (and by any of the Petitioners) (but in respect of Municipal and School taxes, only in respect of taxes due and unpaid for the period up to and including the Final Closing);
- [34] **DECLARES** that upon the filing of the Certificate with the Office of this Court, any agreement, sale contract, deed of sale, confirmatory trademark assignment or other contract of sale, including, without any limitation, the Purchase Agreement, made pursuant to this Order, constitutes a sale by public officer acting under judicial authority as per the provisions of the *Code of Civil Procedure of Québec*;
- [35] **ORDERS** that the Transactions are not subject to any legal provisions analogous to bulk sale rules or having the same effects since the Transactions constitute a sale under judicial process for the purposes of said rules;
- [36] **DECLARES** that the Transactions shall be considered as a forced sale as per the provisions of the *Civil code of Québec*;
- [37] **ORDERS** that, notwithstanding:
- (a) the pendency of these proceedings; and
 - (b) any application in bankruptcy hereafter issued pursuant to the *Bankruptcy and Insolvency Act* in respect of EVH (or of any of the Petitioners) and any Bankruptcy Order issued pursuant to such applications;

the vesting provisions contained herein will not be void or voidable at the instance of creditors, claimants and trustees and do not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, and they do not constitute nor shall they be deemed to be oppressive transactions or conduct justifying any oppression remedy;

- [38] **DECLARES** that in the event that the Transactions are not completed pursuant to the Purchase Agreement, the Encumbrances (including, without any limitation, priorities in respect of Municipal and School taxes unpaid and owed) encumbering the Assets will remain unaffected;
- [39] **DECLARES** that this Order shall have full force and effect in all of the provinces and territories in Canada;
- [40] **DECLARES** that this Court seeks and requests the aid and recognition of any Court or administrative body in any province of Canada, and any Canadian Federal Court or administrative body, as well as any Court or administrative body in any of the States of the United States of America or any other jurisdiction and any Federal Court or administrative body of the United States of America or any other jurisdiction, to assist the Petitioners or any of them and the Monitor, in its capacity of Interim Receiver, to carry out the terms of this Order;
- [41] **ORDERS** provisional execution of this Order, notwithstanding any appeal and without the necessity of furnishing any security;
- [42] **THE WHOLE WITHOUT COSTS.**


FRANÇOIS ROLLAND,
CHIEF JUSTICE

COPIE CONFORME


Greffier adjoint