

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-022700-047

SUPERIOR COURT

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

**IN THE MATTER OF THE
ARRANGEMENT OF:**

EAUX VIVES HARRICANA INC.

-and-

EVH U.S.A. INC.

-and-

LES SOURCES PERIGNY INC.

Petitioners

-and-

RSM RICHTER INC.

Monitor

**MOTION FOR THE EXTENSION OF TIME
FOR THE FILING OF THE PLAN OF ARRANGEMENT
(Article 11(4) of the *Companies' Creditors Arrangement Act*)**

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

INTRODUCTION

1. Petitioners are seeking an extension of the Initial Order (as defined below) for a period of one hundred forty (140) days, expiring on December 16, 2005 (the “**Extended Period**”) in order, *inter alia*, to:
 - (a) complete the transaction contemplated in the Purchase Agreement (as defined below) and for which Petitioners also seek an order before this Honourable Court;
 - (b) present a plan of arrangement to their creditors;
 - (c) call and hold a meeting of their creditors to approve the plan of arrangement to be presented to them;
 - (d) seek the Court’s approval of the plan of arrangement to be presented to their creditors.

BACKGROUND

Eaux Vives Harricana Inc.

2. Eaux Vives Harricana INC. (“**EVH INC.**”), is a legal person, duly constituted under the laws of Quebec;
3. EVH INC. is in the business of harnessing, bottling, distributing and marketing bottled water;

EVH U.S.A. Inc.

4. EVH U.S.A. INC. (“**EVH U.S.A.**”), is a legal person, duly constituted under the laws of Delaware, U.S.A.;
5. EVH U.S.A. solely acts as a marketing, sales and distributing agent for EVH INC. and has no customers other than EVH INC.;
6. As such, EVH U.S.A. is dependent upon EVH INC., which explains the present joint filing;

Les Sources Périgny Inc.

7. Les Sources Périgny Inc. ("**Sources Périgny**") is a legal person, duly constituted under the laws of Quebec;
8. Sources Périgny is a wholly-owned subsidiary of EVH INC.;
9. While Sources Périgny is a distinct legal entity from EVH INC., it has no cash other than EVH INC.'s and its assets and liabilities cannot be disassociated from EVH INC.'s assets and liabilities, which explains the joint filing herein;

The CCAA Proceedings

10. EVH INC., EVH U.S.A. and Sources Périgny (collectively, "**EVH**", and which may from time to time be referred to herein as EVH INC. or EVH U.S.A. or Sources Périgny) are currently unable to meet their liabilities generally as they become due and have sought the issuance of an order under the CCAA, as more fully appears from the Court's record;
11. Indeed, on March 19, 2004, EVH filed a Motion for the Issuance of an Initial Order (the "**Initial Motion**"), the whole as more fully appears from the Court record;
12. As per the terms of the order rendered by the Honourable Rolland J. (as he then was) dated March 19, 2004 (the "**Initial Order**"), the remedies provided for by the CCAA are applicable to EVH;
13. The Initial Order granted EVH, amongst other things, a stay of proceedings for thirty (30) days, allowed for the filing of a plan of arrangement, appointed RSM Richter Inc. as Monitor and granted other reliefs, as more fully appears from the Court record;
14. Within ten (10) days from the Initial Order and in accordance with same, the Monitor sent a copy of it to every known creditor of EVH;
15. On April 15, 2004, pursuant to a Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**First Motion for Extension**"), the Honourable Rolland C.J.S.C. (as he then was) rendered an order extending and amending the Initial Order until Tuesday, June 2, 2004, as appears from the Court's record;
16. On June 1, 2004, pursuant to another Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**Second Motion for Extension**"), the Honourable Rolland

C.J.S.C. (as he then was) rendered an Order extending and amending the Initial Order until Tuesday, August 31, 2004, as appears from the Court's record;

17. On August 30, 2004, pursuant to another Motion for Extension of Time for the filing of the Plan of Arrangement (the "**Third Motion for Extension**"), the Honourable Rolland C.J.S.C. (as he then was) rendered an Order extending and amending the Initial Order until Friday, October 15, 2004 (inclusively), as appears from the Court's record;
18. On October 14, 2004, pursuant to another Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**Fourth Motion for Extension**"), the Honourable Rolland C.J.S.C. rendered an Order extending and amending the Initial Order until Tuesday, December 14, 2004 (inclusively), as appears from the Court's record;
19. On December 14, 2004, pursuant to another Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**Fifth Motion for Extension**"), the Honourable Rolland C.J.S.C. rendered an Order extending and amending the Initial Order until Monday, February 28, 2004 (inclusively), as appears from the Court's record;
20. On February 25, 2005, pursuant to another Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**Sixth Motion for Extension**"), the Honourable Rolland C.J.S.C. rendered an Order extending and amending the Initial Order until Monday, 30 May 2005 (inclusively), as appears from the Court's record;
21. On May 27, pursuant to another Motion for Extension of Time for the Filing of the Plan of Arrangement (the "**Seventh Motion for Extension**") the Honourable Rolland, Chief Justice, rendered an Order extending the Initial Order until Friday, July 29, 2005 (inclusively), as appears from the Court's record;
22. Since the issuance of the Initial Order by this Honourable Court on March 19, 2004, EVH continues to act in good faith and with due diligence;
23. EVH respectfully refers this Court to the to the Initial Motion and to the Seventh Motion for Extension in the Court's record which provide the Court with the complete background of this matter;

The Operations and the Financial Situation since the Initial Order

24. After the rendering of the Initial Order, EVH's inventory continued to be sold, and receivables to be collected. As of now, the sale of the remaining inventory under EVH's control is now finalized and the recoverable receivables have been collected;
25. There remains two (2) employees (including one on a part-time basis) who are responsible for the security of the premises and of the assets for the limited administration duties to be carried out;
26. The employees of EVH who worked during that period have been fully paid;
27. EVH has paid its suppliers, or made arrangements, for services rendered or goods provided after the rendering of the Initial Order;
28. As of today, all payments to the Crown (as defined in the Initial Motion) are current;
29. Since the rendering of the Initial Order, EVH has honoured its ongoing obligations;
30. During this period, EVH obtained DIP Financing;
31. EVH has taken, and will continue to take, all the available measures and steps required in order to maximize the payment to its creditors;
32. EVH is not in breach of any of its obligations towards any third party for the period beginning after the Initial Order;
33. EVH has already filed its internal financial statements in support of the Initial Motion;
34. EVH files in support thereto, as **Exhibit R-1**, its latest cash flow forecast;
35. EVH has prepared Exhibit R-1 to the best of its knowledge, given the information available;

SALE OF EVH OR ITS ASSETS

36. As stated in the Initial Motion and the Seventh Motion for Extension, EVH concluded that it was in the best interest of its creditors to terminate its operations and to sell all of its assets;
37. In that context, Scotia Capital Inc. ("**Scotia**") was originally retained to find a buyer;

38. Scotia, EVH and the Monitor discussed the possibility of the purchase of the assets with over 60 prospective purchasers, including North American and international beverage companies, bottled water companies, bottled water industry participants, financial buyers and distressed asset purchasers and liquidators;

THE FIRST SALE PROCESS

39. Between April 6, 2004 and June 16, 2004 in excess of 30 parties received information packages from Scotia;
40. During the same time period as aforesaid, 14 parties executed confidentiality agreements and out of such 14 parties 9 visited the data room established for the sale process, in order to examine the books, records and other documents regarding EVH therein contained, and 7 such parties conducted site visits of EVH INC.'s plant;
41. A total of 4 formal offers were received through the aforementioned process;
42. Further to the receipt of the offers and pursuant to the recommendation of Scotia and the Monitor, EVH entertained discussions with the offeror it felt would provide the best purchase price;
43. On July 30, 2004, the said offeror submitted a revised offer, which was accepted by EVH (the "**July 30 Offer**");
44. Unexpected problems were encountered after the acceptance of the July 30 Offer. Despite a demand letter and further communications, the offeror did not comply with its obligations pursuant to the Offer, and EVH had no choice but to terminate the negotiations with the offeror and to pursue other options;

THE SECOND SALE PROCESS

45. Further to the termination of negotiations with the aforesaid offeror, and after having examined the alternatives available, EVH decided, in collaboration with Scotia and the Monitor, to set up a second sale process;
46. Pursuant to such new sale process, the delay within which offers were to be filed was set to November 30, 2004;
47. During the months of October and November, in excess of 14 parties received an updated information package and/or were contacted by either EVH, Scotia or the Monitor.

Moreover, representatives of Scotia, EVH and the Monitor had discussions with various potential bidders;

48. Further to the extensive negotiations and discussions entertained by EVH during the second sales process, EVH accepted the terms of an offer (as amended and improved further to its original submission the “Quebec **Waters Offer**”) from Quebec Waters, Inc. (“**Quebec Waters**”), a Delaware Corporation having its principal place of business at 6040 Upshaw Street, Suite 105, Humble, Texas, 77396;
49. Indeed, on February 23, 2005, this Honourable Court approved the sale of EVH's assets to Quebec Waters, the whole as appears in the Court’s record;
50. Pursuant to the Quebec Waters Offer, a sum of \$1,000,000 was to be deposited with the Monitor upon the satisfaction of certain conditions set forth therein. Said deposit was received on March 21, 2005;
51. EVH and the Monitor made arrangements for closing, ultimately scheduled for May 4, 2005. Closing documents and agreements were circulated and agreed upon;
52. On May 4, 2005, a representative of Quebec Waters arrived at the time and place scheduled for closing (8:30 AM at Davies Ward Phillips & Vineberg’s Montreal office). He indicated that no funds were available and that closing would not occur. As a result, the \$1,000,000 deposit was confiscated;
53. Further to the default of Quebec Waters under its obligations in the Quebec Waters Offer and the confiscation of the deposit, on May 27, 2005, the Honourable Court rendered an order which, inter alia, (a) acknowledged the default of Quebec Waters and its failure to complete the transaction contemplated in the its offer, (b) declared that as a result of Quebec Waters’ default, the conclusions contained in paragraphs 8, 14, 17, 18 and 22 to 36 of the February 23, 2005 Order of this Honourable Court ordering EVH and the Monitor to complete the transaction contemplated in the Offer are of no effect, and (c) declared that such foregoing orders do not affect EVH’s rights and recourses against Quebec Waters or any other person as a result of Quebec Waters’ default, including with respect to the confiscation of any deposit made in connection with the Quebec Waters Offer;

THE TRANSACTION

54. Since the termination of the agreement with Quebec Waters as a result of Quebec Waters' default, EVH has been assessing its alternatives;
55. Following the failed attempt to close the Quebec Waters transaction, EVH (directly or through its counsels or the Monitor) had discussions with Morgan Stanley & Co. ("**Morgan Stanley**") a well-known and respected financial institution in the United States and Canada. Morgan Stanley is knowledgeable of EVH's operations and assets, having conducted extensive due diligence with respect to the same;
56. On May 25, 2005, the Monitor received from Morgan Stanley (on its behalf or on behalf of a nominee to be selected by it) a signed expression of interest indicating they were "highly interested" in acquiring EVH's assets;
57. Further to various discussions with EVH and the Monitor on May 26, 2005, Morgan Stanley sent to the Monitor a revised expression of interest with certain improved terms and provisions (the "**EOI**");
58. In view of several facts such as the content of the EOI, previous canvassing, offers received in the past, the emergency to close a transaction and the existence of indebtedness owing to EVH's debtor in possession lenders, EVH and the Monitor concluded that it was not appropriate to explore further options in order to attempt to complete a transaction and that a new sale process to canvass the market once again would not provide a better outcome than the EOI;
59. After having reviewed the terms and provisions contained in the EOI, EVH and the Monitor concluded that it was advantageous and in the best interest of all of EVH's creditors. In addition to the purchase price and terms contained in the EOI, one of the important considerations of EVH and the Monitor was based on the understanding that Morgan would be able to close the transaction within a short timeframe and that the requisite funds were available;
60. As a result of the foregoing considerations, the Monitor, on behalf of EVH, accepted the EOI on May 27, 2005, subject to the approval of this Honourable Court;
61. Scotia did not participate in the matters leading up to the receipt by EVH of the EOI, or in any of the discussions related thereto or subsequent thereto;

62. On July 15, EVH and Eaux Vives Water Bottling Corp., an entity affiliated with Morgan Stanley and selected by Morgan Stanley as its nominee for the transactions, (the "**Purchaser**") entered into an asset purchase agreement, pursuant to which EVH agreed to sell all of its 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**"). Copy of the Purchase Agreement is communicated herewith as **Exhibit R-2**;
63. The contemplated transaction provides for a cash payment of \$ 18,000,000 (the "**Purchase Price**"), and according to the books of the company, the amount that would be owed to the creditors is approximately \$ 100,000,000;
64. Under the Purchase Agreement, the Purchase Price payable by the Purchaser shall be payable as follows:
 - (i) upon signature of the Purchase Agreement, by deposit in the amount of \$ 500,000 (CAD) (the "**Deposit**"), in the trust account of the counsel for the Monitor; and
 - (ii) within 24 hours of the obtainment of the consents and authorizations referenced at Section 3.3.1(b) of the Purchase Agreement, the balance of the Purchase Price;
65. The Deposit, in its entirety, has been received by wire transfer in accordance with the Purchase Agreement;
66. As appears from the Purchase Agreement, the conclusion of the transactions therein contained is subject to the approval and ratification of this Honourable Court;
67. Thus, a motion with respect to the sale of certain assets and the appointment of an interim receiver has been filed (the "**Motion of Sale**") as appears from the Court record;

EXTENSION OF THE ORDER ISSUED UNDER THE CCAA

68. EVH has, since the issuance of the Initial Order, acted in good faith towards its employees, creditors and customers and has done everything in its power in order to maximize the payment to its creditors;
69. EVH is now seeking a further extension of the Initial Order for a period of 140 days, expiring on December 16, 2005 (inclusively) (the "**Extended Period**") in order, *inter alia*, to:

- (a) complete the transaction contemplated in the Purchase Agreement and for which Petitioners have sought an order pursuant to the Motion for Sale;
 - (b) prepare and file a plan of arrangement to its creditors;
 - (c) call and hold a meeting of its creditors to approve said plan of arrangement;
 - (d) seek the Court's approval for the plan of arrangement;
70. Given the above, EVH hereby respectfully requests that an order be rendered under the CCAA extending the time for the filing of plan of arrangement which will be submitted to all of its creditors and maintaining the stay of proceedings and the various orders rendered, the whole for the length of the Extended Period;

THE MONITOR

71. EVH asks this Court to confirm the appointment of RSM Richter Inc., (Mr. Yves Vincent, C.A., C.I.R.P. being the officer responsible for the administration), to act as Monitor and Interim Receiver in conformity with the provisions of the CCAA and the order to be rendered herein;
72. In addition to any power or obligation provided for by the CCAA and by the order to be rendered with respect to the Motion for Sale, EVH hereby requests this Court to grant the same powers and impose the same obligations upon the Monitor as in the Initial Order (as amended and extended);
73. The Monitor agrees with and supports the conclusion of the Transaction and with the granting of an extension until December 16, 2005, as per this Motion.

CONCLUSIONS SOUGHT

74. Given the fact that, as described in this Motion, the circumstances are such that an order should be rendered, and given the fact that EVH has acted and is acting in good faith and with due diligence, Petitioner respectfully submits that this motion should be granted as per its conclusions;
75. Indeed, an extension of the Initial Order during the Extended Period would be appropriate and for the best interest of EVH and its creditors;

76. It is in the best interests of EVH's employees, creditors and customers that the present Motion be granted as per its conclusions. Should the present Motion be granted as per its conclusions, EVH's creditors shall suffer no prejudice;
77. Considering the situation, EVH respectfully submits that the service of a notice of presentation of the present petition is not necessary and would not serve the interests of its creditors and/or of justice in general. In addition, no purported creditors, other than Robbie Manufacturing Inc. and Goodgoll Curtis Inc., have asked to be served with this Motion, or any motion made by EVH;
78. The present Petition is well-founded in fact and in law;

THEREFORE, PETITIONERS PRAY THIS HONOURABLE COURT TO:

GRANT the present "Motion for the Extension of time for the filing of the plan of arrangement" (the "**Motion**");

GRANT 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**" which may from time to time refer to EVH INC. and/or EVH U.S.A. and/or Sources Périgny);

EXEMPT EVH from the service of this Motion and of any notice or delay of presentation;

DECLARE that EVH INC., EVH U.S.A. and Sources Périgny are debtor companies within the meaning of Section 2 of the *Companies Creditors Arrangement Act* ("**CCAA**") and that said Act applies to them, as affiliated debtor companies in accordance with Section 3 of the CCAA;

DECLARE that EVH INC., EVH U.S.A. and Sources Périgny have acted and are acting in good faith and with due diligence and that, as appears from the Motion, the circumstances are such that the Order sought herein should be rendered (the "**Order**");

DECLARE that the allegations of EVH, and the affidavit in support thereof, are sufficient at this stage to grant the relief sought by EVH;

EXTEND the Initial Order rendered on March 19, 2004 by the Honourable Rolland C.J.S.C., (as he then was) as amended and extended, and the stay of proceedings included therein until December 16, 2005;

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

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

Montreal, July 22, 2005

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Petitioners

TRUE COPY

Davies Ward Phillips & Vineberg
DAVIES WARD PHILLIPS & VINEBERG LLP

AFFIDAVIT

I, the undersigned, MARC A. FUST, having a place of business at 405 The West Mall, Suite 1000, Etobicoke, Ontario, M9C 5J1, solemnly declare the following:

1. I am the Secretary of EAUX VIVES HARRICANA INC., LES SOURCES PÉRIGNY INC. and EVH U.S.A. INC.;
2. I have taken cognizance of the present Motion for the extension of time for the filing of the plan of arrangement;
3. All the facts alleged in the present Motion are true.

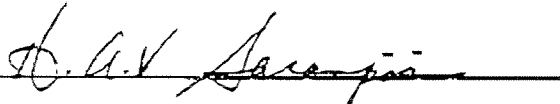
AND I HAVE SIGNED



Marc A. Fust

SWORN TO BEFORE ME in Etobicoke, Ontario

this 22nd day of July 2005



Notary Public

TRUE COPY

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C A N A D A

PROVINCE DE QUEBEC
DISTRICT DE MONTREAL

No: 500-11-022700-047

C O U R S U P É R I E U R E

(Siégeant à titre de tribunal désigné en vertu
de la *Loi sur les arrangements avec les
créanciers des compagnies*)

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

EAUX VIVES HARRICANA INC.

-et-

EVH U.S.A. INC.

-et-

LES SOURCES PERIGNY INC.

Requérantes

-et-

RSM RICHTER INC.

Contrôleur

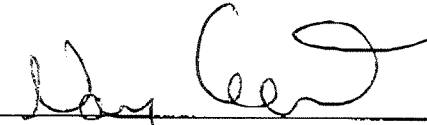
ATTESTATION D'AUTHENTICITÉ

Je, soussignée, Nancy Genest, avocate, pratiquant ma profession au cabinet de Davies Ward Phillips & Vineberg, ayant sa place d'affaires au 1501 avenue McGill College, 26e étage, en la ville de Montréal, province de Québec, déclare solennellement ce qui suit :

1. Le 22 juillet 2005, à 12:07 heures, Davies Ward Phillips & Vineberg a reçu un affidavit daté du 22 juillet et signé par monsieur Marc A. Fust;


2. L'affidavit atteste la vérité des faits allégués à la *Motion for the extension of time for the filing of the plan of arrangement* dans le dossier portant le numéro 500-11-022700-047
3. La copie de l'affidavit jointe à la présente est une copie conforme de l'affidavit reçu de Marc A. Fust, ayant une place d'affaires au 405 The West Mall, suite 1000, Etobicoke, Ontario, M9C 5J1. Le numéro de télécopieur est le 1-416-620-3118;
4. Tous les faits allégués aux présentes sont vrais.

ET J'AI SIGNÉ :




NANCY GENEST

DÉCLARÉ SOLENNELLEMENT devant moi
à Montréal, le 22 juillet 2005


COMMISSAIRE A 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 **Mr. Christopher Besant**
CASSELS BROCK
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

ROBBIE MANUFACTURING INC.
c/o **Me Stéphane Hébert**
MILLER THOMSON POULIOT
1155 René Lévesque blvd. W., 31 Floor
Montreal, Quebec H3B 3S6

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

ROYAL BANK ASSET BASED FINANCE
c/o **Me Serge Levy**
OGILVY RENAULT
1981, McGill College Avenue
Suite 1100
Montreal, Quebec H3A 3C1

CSST
c/o **Mr. Gilles Messier**
1 Complexe Desjardins
South Tower, 31st Floor
P.O. Box 3
Succursale Place-Desjardins
Montreal, Quebec H5B 1H1

THE LAND REGISTRAR OF THE LAND
REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OFFICE OF
ABITIBI
552 1st Avenue West
Amos, Quebec J9T 1V3

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVEABLE REAL
RIGHTS
1 Notre-Dame Street East
Suite 7.07
Montreal, Quebec H2Y 1B6

REGISTRAR FOR THE BANK ACT
SECURITY REGISTRY SYSTEM FOR THE
PROVINCE OF QUÉBEC - BANK OF
CANADA, SECTION 427 REGISTRATIONS
Corporate Research and Analysis Centre Ltd.
c/o **Ms. Nicole Dubois**
1080 Beaver Hall Hill, Suite 1717
Montreal, Quebec H2Z 1S8

CANDEREL MANAGEMENT INC.
c/o **Mr. Doug Pascal**
2000 Peel Street
Suite 900
Montreal, Quebec H3A 2W5

COMMISSION SCOLAIRE DE ST-MATHIEU
d'HARRICANA
c/o **Bigué et Bigué**
91 1^{er} avenue ouest
Amos, Quebec J9T 1T7

CITY OF ST-MATHIEU d'HARRICANA
c/o **Bigué et Bigué**
91 1^{er} avenue ouest
Amos, Quebec J9T 1T7

QUEBEC WATERS, INC.
c/o **Me. Kenneth Adessky**
4150 Ste-Catherine West
Suite 525
Montreal, Quebec H3Z 2Y5

MINISTER OF REVENUE QUEBEC
c/o **Mrs. Dominique Jobin**
200, rue Dorchester
Quebec, Quebec G1K 5Z1

PARMALAT HOLDINGS LIMITED
and 2975483 CANADA INC.
c/o **Marc Fust**
405 The West Mall
Suite 1000
Etobicoke, Ontario M9C 5J1

REVENUE CANADA
c/o **Danielle Dazé**
Bureau des Services fiscaux
305, boul. René-Lévesque ouest
Montreal, Quebec H2Z 1A6

MINISTER OF NATURAL RESOURCES
c/o **Mr. Jean Brisson**
5700, 4th Avenue West, B. 301
Charlesbourg, Quebec G1H 6R1

MEDIA DEPARTMENT
c/o **Me Barry Landy**
SPIEGEL SOHMER
5 Place Ville Marie, suite 1203
Montreal, Quebec H3B 2G2

GESTION E.V.H. HARRICANA INC.
c/o **Me Claude Melançon**
GOWLING LAFLEUR HENDERSON
1 Place Ville marie, 37th Floor
Montreal, Quebec H3B 3P4

TAKE NOTICE that the present Motion for the extension of time for the filing of the plan of arrangement will be presented on Friday, July 29, 2005, in room 16.07, at 9:30 a.m. or so soon thereafter as Counsel may be heard, at Montreal Courthouse located at 1 Notre-Dame Street East in Montreal.

Montréal, July 22, 2005

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

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

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-and-

EVH U.S.A. INC.

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LES SOURCES PERIGNY INC.

Petitioners

-and-

RSM RICHTER INC.

Monitor

LIST OF EXHIBITS

-
- EXHIBIT R-1:** Cash flow;
EXHIBIT R-2: Copy of Purchase Agreement.

MONTREAL, July 22, 2005

(S) DAVIES WARD PHILLIPS & VINEBERG LLP

DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Petitioners

TRUE COPY

Davies Ward Phillips & Vineberg
DAVIES WARD PHILLIPS & VINEBERG LLP

To: FAX R&P 1 x3504
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