

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 sixty (60) days, expiring on Friday, July 29, 2005 (the “**Extended Period**”) in order, *inter alia*, to complete a transaction with respect to their assets and present a plan of arrangement to its 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. 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 J. (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 J. (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 J. (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. 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;
22. EVH respectfully refers this Court to the Motion for the Issuance of an Initial Order (the "**Initial Motion**") dated March 19, 2004, to the Sixth Motion for Extension and to the Amended Motion with respect to the Sale of Assets and the Appointment of an Interim Receiver dated February 21, 2005 (the "**Motion for Approval of Sale**"), in the Court's record which provide the Court with the complete background of this matter;

Operations since the Initial Order

23. Shortly after the rendering of the Initial Order, EVH laid-off seven (7) employees in order to reduce its expenses, in accordance with its forecasts. In addition, two (2) employees, including the plant manager Réjean Parent, since departed for personal reasons. Mr. Parent's supervisory functions are currently occupied by Ms. Julie Cadorette. EVH currently has three employees, including one, on a part-time basis;
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. In addition, EVH obtained DIP Financing, as explained further below;
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. EVH has taken, and will continue to take, all the available measures and steps required in order to maximize the payment to its creditors;
31. EVH has already filed its internal financial statements in support of the Initial Motion;
32. EVH files in support thereto, as **Exhibit R-1**, its latest cash flow forecast;
33. EVH has prepared Exhibit R-1 to the best of its knowledge, given the information available;

Financial Situation Since the Initial Order

34. As stated earlier, the employees, the suppliers and the others creditors with claim that arose after the Initial Order have been paid. In addition, the Crown's claims are current;
35. EVH is not in breach of any of its obligations towards any third party for the period beginning after the Initial Order;
36. The sale of the inventory under EVH's control has been finalized and EVH has collected its recoverable account receivables;

Sale of EVH's Assets

37. As stated in the Initial Motion, EVH concluded that it was in the best interest of its creditors to terminate its operations and to sell all of its assets or otherwise conclude a transaction;
38. In that context, Scotia Capital Inc. ("Scotia") was retained to find a buyer;
39. Scotia 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

40. Between April 6, 2004 and June 16, 2004 in excess of 30 parties received information packages from Scotia;
41. 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, 7 such parties conducted site visits of EVH Inc.'s plant;
42. Scotia has informed EVH that it is of the opinion that the public disclosure of the identity of any of the aforementioned parties would be prejudicial to the process. The Monitor has informed EVH that it agrees with the foregoing assessment;
43. On or about June 3, 2004 upon the recommendation of Scotia, EVH and Scotia extended the delay within which offers were to be filed to June 23, 2004;
44. A total of 4 formal offers were received by Scotia through the aforementioned process;
45. Further to the receipt of the offers and pursuant to the recommendation of Scotia, EVH has had discussions with the offeror it felt would provide the best purchase price;
46. On July 30, 2004, the offeror submitted a revised offer, which was accepted by EVH (the "July 30 Offer");
47. Despite a demand letter and further communications, the offeror did not comply with its obligations pursuant to the July 30 Offer, and EVH had no choice but to terminate the negotiations with the offeror and to pursue other options;

The Second Sale Process

48. After having examined the alternatives available, EVH decided, in collaboration with Scotia and the Monitor, to set up a second sale process;
49. Pursuant to this new sale process, the delay within which offers were to be filed was set to November 30, 2004;
50. 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;

51. On November 30, 2004, offers and letters of interest were received from five (5) parties, but none of them contained terms and/or a purchase price that were acceptable. However, the Monitor, Scotia and EVH continued to entertain discussions with three (3) different parties;
52. On December 22, 2004, as the discussions had not led to the receipt of an offer containing a price and terms acceptable to EVH, and as EVH, Scotia and the Monitor were informed that at least one further potential buyer intended to make an offer to purchase EVH's assets, a decision was taken to invite all potential buyers to resubmit an offer. The delay within which offers were to be filed was set to January 21, 2005;
53. On January 21, 2005, four (4) offers and two (2) letters of interest were received following the efforts described above, including an offer from Quebec Waters, Inc. ("**Quebec Waters**"), a Delaware Corporation;
54. After having reviewed the offers, EVH, with the assistance and upon the recommendation of Scotia, decided that the offer made by Quebec Waters was the best offer available;
55. As a result of this decision EVH, in collaboration with Scotia, entered into negotiations with Quebec Waters in order to improve the conditions of the offer in favour of EVH and the purchase price offered;
56. On January 21, 2005, pursuant to the second sale process set up by EVH, the Monitor and Scotia, EVH accepted an offer from Quebec Waters, which offer was amended by a letter agreement on February 4, 2005 and further amended on February 18, 2005 (collectively, the "**Quebec Waters Offer**");
57. On February 23, 2005, this Court approved the transaction contemplated in the Quebec Waters Offer, as it appears from this Court's record;

Quebec Waters' Failure to Complete the Transaction

58. Pursuant to the Quebec Waters Offer, a deposit of \$1,000,000 was to be deposited with the Monitor upon the satisfaction of Quebec Waters that it would be assigned various water permits and land leases by the Quebec Government. The deadline for such deposit was March 9, 2005;

59. On March 9, 2005, no deposit was received. A letter was received from Quebec Waters' counsel indicating that an additional 48 hours would be required for them to receive the required confirmation from the government on the permits issue. An extension was requested until March 11, 2005. This delay lapsed without the deposit being transferred. An additional delay was sought until March 14, 2005, which request was granted;
60. On March 18, 2005, EVH's counsel sent a demand letter to Quebec Waters and its counsel requiring that the deposit be transferred by no later than March 21, 2005, failing which actions would be taken. On the morning of March 21, 2005, the deposit was received;
61. Between March 21 and March 23, 2005, EVH and the Monitor made arrangements for closing. Closing documents and agreements were drafted and circulated for comments and negotiation in view of a closing on March 29, 2005;
62. On March 24, 2005, a letter was received from Quebec Waters' counsel requesting the postponement of the Closing Date (as defined in the Quebec Waters Offer) to April 8, 2005. EVH consented to the extension on the condition that at least \$35,000 of the next month's \$100,000 costs deposit be transferred to the Monitor by no later than 5:00PM on Tuesday March 29, 2005. A cheque in the requested amount was delivered to the Monitor on March 30, 2005;
63. Between March 25 and April 5, 2005, further preparations were made in view of a closing on April 8, 2005;
64. On April 6, 2005, two (2) days before the scheduled closing, a letter was sent by Quebec Waters' counsel requesting that closing be postponed until early the next week as Quebec Waters was still entertaining discussions with respect to financing unrelated to the purchase phase of the transaction and would therefore be unavailable for a closing meeting on April 8;
65. EVH responded that it would be unable to consider any request for an extension unless provided with:
 - (a) the unconditional confirmation of Quebec Waters' financing transaction for the funding of the full purchase price at closing; and
 - (b) the balance of Quebec Waters' comments on all closing documentation;

66. On April 8, 2005, EVH's counsel received comments on the closing documentation and an unsatisfactory letter from Compass Capital saying merely that it intended to discuss finalizing documents upon confirmation that EVH and Quebec Waters were prepared to complete the transaction. EVH's counsel informed Quebec Waters that it was in default under the Quebec Waters Offer, which was verbally acknowledged by Quebec Waters' counsel;
67. On April 12, 2005, as confirmation of funding had still not been received, EVH's counsel sent a draft letter of default demanding that should Quebec Waters fail to provide conclusive evidence of the availability of the entire balance of the purchase price for closing by no later than 12:00 PM (noon), on April 13, 2005, EVH shall consider the Quebec Waters in default of its obligations and shall deem the Deposit irrevocably forfeited to it in accordance with the terms of the Offer;
68. Upon the request of Quebec Waters, a meeting was held on April 14, 2005. At that meeting, Quebec Waters represented that they preferred to obtain financing from a third party as opposed to Compass Capital ("Compass"), and needed a delay to finalize their financing with third party. Quebec Waters represented that their borrowing costs would be lower if the transaction was completed with third party funds as opposed to Compass;
69. After consultation with the Monitor, EVH allowed one final extension to May 4, 2005 on the condition that it received a further \$100,000 for ongoing costs and that the purchase price be increased to include interest and \$20,000 for professional costs, as well as the unconditional confirmation from Compass as to its funding ability on May 4 (so as to ensure that if the financing from third party did not materialize, EVH could insist that the transaction be closed on May 4, with Compass funds). Quebec Waters agreed to these conditions, which had to be fulfilled by April 15, 2005;
70. On April 15, 2005, the Monitor received \$100,000, but no letter from Compass;
71. On April 18, 2005, a letter was received from Compass, which letter failed to indicate that there was no condition to funding. EVH advised Quebec Waters that the letter received did not fulfil the condition. On April 19, a satisfactory letter was received;
72. Between April 19 and April 28, 2005, EVH attempted to finalize all the "bullets" in the closing documentation. During this period, Quebec Waters gave no confirmation that the third party financing deal had been completed. Numerous attempts were made to receive

final comments on the said documents from Quebec Waters' counsel. None were forthcoming;

73. On or about April 29, 2005, a meeting was requested by Quebec Waters. At the meeting, Quebec Waters requested a further extension to at least May 31, 2005, and possibly as late as June 10, 2005, to complete the third party financing (without any certainty of closing). After consulting with the Monitor, EVH refused to consent to the extension sought. A letter was delivered by hand at the meeting insisting on a closing on May 4, 2005 with Compass funds;
74. On May 2, 2005, EVH's counsel circulated final drafts of closing documents, insisting that closing take place on May 4, as all parties had agreed to;
75. On May 3, 2005, Quebec Waters' counsel informed EVH that no closing would occur on May 4 as Compass would not have the required funds to close (which was in direct contradiction to the representation made by Quebec Waters and by Compass in their April 19 letter);
76. On May 3, 2005, EVH's counsel sent a letter to Quebec Waters indicating that it would give them all opportunities to comply with their obligations; that EVH would be present at closing and expected that all parties attend; and that failure to close would result in the immediate confiscation of the \$1,000,000 deposit;
77. 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;

ALTERNATIVE TRANSACTION

78. As a result of Quebec Waters' default, EVH has been assessing its alternatives;
79. EVH and the Monitor believe that it is necessary to explore other options in order to attempt to complete a transaction;
80. In that context, there are limited alternatives available;
81. Following the failed attempt to close the Quebec Waters transaction, EVH and its counsel have had discussions with a new potential offeror. This offeror is a well-known and

respected financing institution in the United States and Canada. This alternative is currently being explored, as it may result in a faster conclusion of the process;

82. On May 26, 2005, the Monitor received a letter of intent from the offeror. This offeror has requested a short period to complete the due-diligence and has stipulated no condition as to their ability to obtain financing;
83. EVH believes and expects that a transaction could be concluded prior to the end of June 2005;
84. The purchase price from any such transaction will be distributed in accordance with the plan of arrangement to be filed;
85. Subject to the transaction being completed in the expected time frame, EVH expects to be in a position to submit a plan of arrangement to its creditors before the end of July 2005;

DEBTOR IN POSSESSION FINANCING

86. Given the limited revenues generated from the sale of the remaining inventory and the collection of the residual accounts receivables, and the fact that EVH INC. has ceased to operate, additional funds became necessary;
87. On June 10, 2004, EVH and Royal Bank Asset Based Finance, a division of Royal Bank of Canada (the "DIP Lender") concluded a DIP Financing Agreement providing for an advance of up to \$3,578,000 (the "DIP Financing Agreement"), as it appears from the Court's record;
88. On June 15, 2004, the Honourable Rolland J. (as he then was) rendered an Order approving the DIP Financing Agreement, as it appears from the Court's record;
89. Since the approval of the DIP Financing Agreement, EVH has been using the DIP Financing provided by the Royal Bank of Canada to finance its funding requirements. EVH has also used funds provided by Quebec Waters pursuant to the Quebec Waters Offer;
90. Furthermore, pursuant to the termination of the Offer, the CDNS 1,000,000 deposit was confiscated by the Monitor;

EXTENSION OF THE ORDER ISSUED UNDER THE CCAA

91. 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;
92. EVH is confident that a transaction will be concluded and that it will file a plan of arrangement;
93. EVH and the Monitor intend to call a Meeting of all EVH's creditors to approve the plan to be filed;
94. Given the above, EVH hereby seeks 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;

MODIFICATION OF THE FEBRUARY 23, 2005 ORDER

95. Given the above, the Order of this Court rendered on February 23, 2005, authorizing and ordering the sale of the assets contemplated in the Quebec Waters Offer to Quebec Waters shall be modified as a result of Quebec Waters' default;

THE MONITOR

96. 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 in conformity with the provisions of the CCAA and the order to be rendered herein;
97. In addition to any power or obligation provided for by the CCAA, EVH hereby requests this Court to grant the same powers and impose the same obligations upon the Monitor as in the Initial Order;

CONCLUSIONS SOUGHT

98. 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;

99. Indeed, an extension of the Initial Order during the Extended Period would be appropriate and for the best interest of EVH and its creditors;
100. 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;
101. 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;
102. 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 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 J., (as he then was) as amended and extended, and the stay of proceedings included therein until **Friday, July 29, 2005 (inclusively)**;

ACKNOWLEDGE the default of Quebec Waters Inc. and its failure to complete the transaction contemplated in the Offer (as defined in the Order rendered by this Court on February 23, 2005 in file no. 500-11-022700-047 (the "**February 23, 2005 Order**"));


DECLARE that as a result of Quebec Waters' default under the Offer, the conclusions contained in paragraphs 8, 14, 17, 18 and 22 to 36 of the February 23, 2005 Order ordering EVH and the Monitor to complete the transaction contemplated in the Offer are of no effect;

DECLARE that the Order sought does not affect EVH's rights and recourses against Quebec Waters Inc. or any other person as a result of Quebec Waters' default under the Offer, including with respect to the confiscation of any deposit made in connection with the Offer;

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, May 26, 2005


DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Petitioners

TRUE COPY



DAVIES WARD PHILLIPS & VINEBERG LLP

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTREAL

No: 500-11-022700-047

COUR SUPÉRIEURE

DANS L'AFFAIRE DE L'ARRANGEMENT
DE:

EAUX VIVES HARRICANA INC.

-et-

EVH U.S.A. INC.

Requérantes

-et-

RICHTER & ASSOCIÉS INC.

Contrôleur

CERTIFICAT D'AUTHENTICITÉ

Je, soussigné, LOUIS-MARTIN O'NEILL, avocat, 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 26 mai 2005 à 15:19 heures, Davies Ward Phillips & Vineberg a reçu un affidavit daté du 26 mai 2005 et signé par monsieur Marc A. Fust;
2. La copie de l'affidavit jointe à la présente est une copie conforme de l'affidavit reçu de Marc A. Fust, résidant et domicilié au 405 The West Mall, suite 1000, Etobicoke, Ontario, M9C 5J1. Le numéro de télécopieur est le 1-416-620-3118;
3. Tous les faits allégués aux présentes sont vrais.

ET J'AI SIGNÉ


LOUIS-MARTIN O'NEILLE

DÉCLARÉ SOLENNELLEMENT devant moi
à Montréal, le 26 mai 2005


COMMISSAIRE A L'ASSERMENTATION



TRUE COPY


DAVIES WARD PHILLIPS & VINEBERG LTD

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

AFFIDAVIT OF MARC A. FUST

I, MARC A. FUST, solicitor, having a place of business at 405 The West Mall, Suite 1000, Etobicoke, Ontario, M9C 5J1, solemnly affirm as follows:

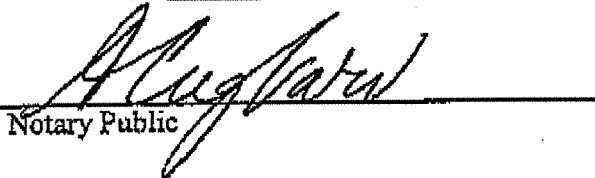
1. I am the Secretary of Eaux Vives Harricana Inc. As such, I have knowledge of the matters to which I hereinafter depose, except as otherwise noted. To the extent that I have referred to information that is not within my personal knowledge, I verily believe the information to be true;
2. I have taken cognizance of the present Motion for the extension of time for the filing of the plan of arrangement;
3. All the facts alleged herein are true.

AND I HAVE SIGNED:



Marc A. Fust

SWORN TO BEFORE ME in Etobicoke,
Ontario, this 26th day of May 2005


Notary Public

TRUE COPY

Warden
Phillips & Vineberg
DAVIES WARD PHILLIPS & VINEBERG LLP

NOTICE OF PRESENTATION

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

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

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

OGILVY RENAULT
c/o: Me Sylvain Rigaud
1981 McGill College Avenue, suite 1100
Montreal, Quebec H3A 3C1

POULIOT MERCURE
c/o Mr. Stéphane Hébert
1155 René Lévesque blvd. W., 31 Floor
Montreal, Quebec H3B 3S6

BIGUÉ & BIGUÉ
c/o Me Louis Bigué
91, 1st Avenue West
Amos, Quebec J9T 1T7

TAKE NOTICE that the present Motion for the extension of time for the filing of the plan of arrangement will be presented on Friday, May 27, 2005, in room 16.07, at 9:15 or so soon thereafter as Counsel may be heard, at Montreal Courthouse located at 1 Notre-Dame Street East in Montreal.

Montreal, May 26, 2005

Davies Ward Phillips & Vineberg
DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for Petitioners

TRUE COPY

Stavros Athanasiadis
Phillips & Vineberg
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

IN THE MATTER OF THE ARRANGEMENT OF :

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RSM RICHTER INC.

Monitor

**MOTION FOR THE EXTENSION OF TIME
FOR THE FILING OF THE PLAN OF
ARRANGEMENT**

**COPY FOR RSM RICHTER INC.
(Mr. Yves Vincent)**



Attorneys for Petitioners
Per: Mtre. Louis-Martin O'Neill
Dir 514 841 6547
O/F 107428

DAVIES WARD PHILLIPS & VINEBERG S.É.N.C.R.L., s.r.l.

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