

July 2, 2004

**TO: THE CREDITORS OF EAUX VIVES HARRICANA INC.  
EVH U.S.A. INC. AND  
LES SOURCES PÉRIGNY INC. ("Debtors")**

We refer to our previous notice advising that, on March 19, 2004, the Quebec Superior Court ("Court"), sitting as Tribunal designated under the *Companies' Creditors Arrangement Act* ("CCAA"), issued an Order ("Initial Order") granting the Debtors protection under the CCAA and that RSM Richter Inc. (formerly Richter & Associés Inc.) is the Court Appointed Monitor. This protection was further extended by an Order rendered on April 15, 2004, expiring on June 2, 2004.

We wish to inform you that on June 1, 2004, the Debtors obtained an extension of time for the filing of the Plan of Arrangement as the Court issued an Order extending the Initial Order until August 31, 2004. We enclose for your information the Order dated June 1, 2004.

Moreover, on June 8, the Court rendered an Order setting a Claim Bar Date and establishing a Claim Process determination. Copy of this Order is included in this package.

**Be advised that, as per the June 8 Order, Creditors are required to file a Proof of Claim before July 30, 2004 (see attached Notice) failing which Creditors shall not be entitled to any further notice, shall not be entitled to participate in the Proceedings as a Creditor, shall not be entitled to vote on any matter in the Proceedings, including the Plan, shall be barred from receiving a Distribution in respect of such Claim and shall be barred from seeking payment of such Claim. Moreover, in any such case the Debtors shall forever be discharged of said Claim.**

Creditors of Repudiated Contracts are subject to different provisions (see attached notice).

In due course, we will be forwarding to the creditors the Plan of Arrangement filed by the Debtors as well as convening a creditors' meeting to vote on same.

RSM Richter Inc.  
(formerly Richter & Associés Inc.)  
Court Appointed Monitor

Per: Yves Vincent, CA

Encl.

**SUPERIOR COURT  
(COMMERCIAL DIVISION)**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL**

**NO: 500-11-022700-047**

**DATE: June 1, 2004**

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**IN THE PRESENCE OF FRANÇOIS ROLLAND S.C.J.**

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

**EAUX VIVES HARRICANA INC.**, legal person, duly constituted under the laws of Québec, having its head office at 11 Chemin des Sablières, St-Mathieu-d'Harricana, Province of Québec, District of Abitibi, J0Y 1M0;

-and-

**EVH U.S.A. INC.**, legal person, duly constituted under the laws of Delaware, U.s.a., having a place of business at 17821 East 17<sup>th</sup> Street, suite 193, Tustin, California, 92780, U.S.A.

-and-

**LES SOURCES PERIGNY INC.**, legal person, duly constituted under the laws of Quebec, having a place of business at 11 Chemin des Sablières, St- Mathieu-D'Harricana, Province of Quebec, District of Abitibi, J0Y 1M0

Petitioners

-and-

**RICHTER & ASSOCIÉS INC.**, a body politic and corporate, duly incorporated according to law, having a place of business at 2 Place Alexis-Nihon, 3500 de Maisonneuve Blvd. West, 22<sup>nd</sup> Floor, in the City of Montréal, Province of Québec, H3Z 3C2

Monitor

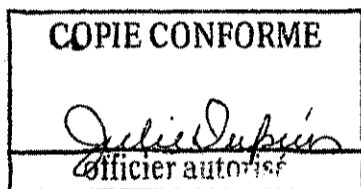
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**ORDER**

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- [1] I, the undersigned, Judge of the Superior Court, in and for the District of Montréal, after having examined the Motion for the extension of time for the filing of the plan of arrangement (the "**Motion**"), after having read the affidavit submitted in support thereof;
- [2] **GIVEN** the reasons alleged in said Motion duly supported by an affidavit;
- [3] **GIVEN** the fact that said Motion is well founded;
- [4] **FOR THESE REASONS:**
- [5] **GRANT** the present "Motion for the Extension of time for the filing of the plan of arrangement" (the "**Motion**");
- [6] **GRANT** the remedies granted to EVH INC. and EVH U.S.A. in the Initial Order rendered by Mr. Justice François Rolland on March 19, 2004, as extended and amended on April 15, 2004, to Les Sources Périgny Inc. ("**Sources Périgny**"), with retroactive effect;
- [7] **GRANT** the remedies and relief sought by Petitioners, Eaux Vives Harricana Inc. ("**EVH INC.**"), EVH U.S.A., Inc. ("**EVH U.S.A.**") and Sources Périgny (collectively, "**EVH**" which may from time to time refer to EVH INC. and/or EVH U.S.A. and/or Sources Périgny);
- [8] **EXEMPT** EVH from the service of this Motion and of any notice or delay of presentation;
- [9] **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;
- [10] **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**");
- [11] **DECLARE** that the allegations of EVH, and the affidavit in support thereof, are sufficient at this stage to grant the reliefs sought by EVH;
- [12] **EXTEND** the Initial Order rendered on March 19, 2004 by Mr. Justice François Rolland, as amended and extended, and the stay of proceedings included therein until Tuesday, August 31, 2004;
- [13] **ORDER** that the Monitor shall in the future be designated as RSM Richter Inc. and that any order rendered previously, and any undertaking or obligation be amended and modified so as to designate the Monitor as RSM Richter Inc.;

- [14] **ORDER** that Parmalat shall be subrogated to the rights of the relevant professionals and advisors for any amount paid on behalf of EVH in relation with the fees and expenses covered by the Administration Charge and further **ORDER** that Parmalat's claim in relation with these payments shall be guaranteed by the Administration Charge, said claim being subordinated to any future payment to be owed by EVH;
- [15] **ORDER** that in the event:
- (a) the stay of proceedings granted in favor of Petitioner in virtue of the CCAA comes to an end without the acceptance by the creditors and the sanctioning by the Court of (a) plan(s) of arrangement pursuant to the CCAA; and
  - (b) Petitioner becomes bankrupt following the filing, within thirty (30) days from the expiry of the stay period referred to in the preceding sub-paragraph, of a proceeding in virtue of the BIA with respect to Petitioner (whether a Notice of Intention to File a Proposal, a Proposal, a Petition for the issuance of a Receiving Order or a Voluntary Assignment in bankruptcy),
- Then the "date of the initial bankruptcy event" (within the meaning of Section 2 of the BIA) shall be deemed to be June 1, 2004 in relation to any proceeding in virtue of the BIA;
- [16] **ORDER** provisional execution of the Order, notwithstanding any appeal and without the necessity of furnishing any security;
- [17] **THE WHOLE**, without costs.



(S) FRANÇOIS ROLLAND S.C.J.  
FRANÇOIS ROLLAND S.C.J.

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
COURT NO.: 500-11-022700-047

SUPERIOR COURT  
Commercial Chamber  
(Sitting as a Court designated under the  
*Companies' Creditors Arrangement Act*)

IN THE MATTER OF A PLAN OF ARRANGEMENT OF EAUX VIVES HARRICANA INC., EVH U.S.A. INC. AND LES SOURCES PÉRIGNY INC., legal persons duly constituted under the Laws, having their head office at 11 Chemin des Sablières, in the city of Saint-Mathieu-d'Harricana, *Province of Quebec, District of Abitibi*, J0Y 1M0

Debtors

**INFORMATION PACKAGE**

Please find enclosed herewith the following documents:

1. Notice to the Creditors of the bar date relating to the filing of claims;
2. Blank Proof of Claim form;
3. Information sheet;
4. Copy of an order rendered by the Superior Court on June 8, 2004.

Please be advised that the meeting of creditors scheduled to consider and vote on a plan of arrangement ("Plan") shall be set at a later date, once the Debtors have filed their Plan.

A copy of the Plan as well as details of the procedure applicable at the meeting of creditors shall be sent to Creditors prior to said meeting.

Should you require any additional information or assistance, please contact Mr. André Hébert, CA, CIRP, (514-934-3542).

DATED AT MONTRÉAL, this 2<sup>nd</sup> day of July 2004.

RSM Richter Inc.  
(formerly Richter & Associés Inc.)  
Court Appointed Monitor

**RSM Richter Inc.**

RSM Richter Inc.

2, Place Alexis Nihon  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : (514) 934-3497  
Télécopieur / Facsimile : (514) 934-3504  
www.rsmrichter.com

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
COURT NO.: 500-11-022700-047

SUPERIOR COURT  
Commercial Chamber  
(Sitting as a Court designated under the  
*Companies' Creditors Arrangement Act*)

IN THE MATTER OF A PLAN OF ARRANGEMENT OF EAUX VIVES HARRICANA INC., EVH U.S.A. INC. AND LES SOURCES PÉRIGNY INC., legal persons duly constituted under the Laws, having their head office at 11 Chemin des Sablières, in the city of Saint-Mathieu-d'Harricana, *Province of Quebec, District of Abitibi*, J0Y 1M0

Debtors

**NOTICE TO THE CREDITORS  
OF THE BAR DATE RELATING TO THE FILING OF CLAIMS  
(5:00 p.m. (Montreal Time) on July 30, 2004)**

NOTICE is hereby given to Creditors of the Debtors that all Proofs of Claims must be sent to the Monitor, RSM Richter Inc., and received by him, without exception, before 5:00 p.m. (Montreal Time) on the 30<sup>th</sup> day of July, 2004, at 2 Place Alexis Nihon, 22<sup>nd</sup> Floor, Montréal, Québec, H3Z 3C2 or via facsimile at (514) 934-3504 or via email at : [poc@rsmrichter.com](mailto:poc@rsmrichter.com). The Creditors have the burden to prove the receipt by Monitor of the documents.

Please be advised that pursuant to an order rendered by the Superior Court on June 8, 2004 ("Order"), the Monitor has been ordered to send to all known Creditors a notice seeking the filing of a Proof of Claim on or prior to the Claims Bar Date, together with a Proof of Claim form.

**By virtue of the Order, the Claims Bar Date has been set at 5:00 p.m. (Montreal Time) on July 30, 2004.** Any Creditor that has not duly submitted its Proof of Claim in accordance with the instructions therein and with supporting documentation on or prior to the Claims Bar Date in respect of its Claim shall not be entitled to any further notice, shall not be entitled to participate in the Proceedings as a Creditor, shall not be entitled to vote on any matter in the Proceedings, including on the Plan, shall be barred from receiving a Distribution in respect of such Claim and shall be barred from seeking payment of said Claim. Moreover, in any such case the Debtors shall forever be discharged of said Claim.

Any Creditor of Repudiated Contract which does not file a Proof of Claim by the Bar Date in accordance with the instructions therein and with supporting documentation in respect of its claim, shall not be entitled to any further notice and shall not be entitled to participate as a Creditor in these proceedings (which may, by way of example, include, but shall not be limited to, the right to vote on the Plan or the right to received any distribution under the Plan), until such time as such Creditor of Repudiated Contract has filed a Proof of Claim, whereupon such Creditor of Repudiated Contract shall be entitled to participate in all steps which remain outstanding in the proceedings as long as such Creditor of Repudiated Contract has filed a Proof of Claim by a date which is the earlier of :  
(i) Thirty (30) days from the date at which its contract has been repudiated; or (ii) the Effective Date; failing which the claim of such Creditor of Repudiated Contract shall be forever barred, prescribed and extinguished.

You will find enclosed herewith a Proof of Claim form and information sheet.

All capitalized terms not defined herein shall have the meaning ascribed thereto in the Order.

Should you require any additional information or assistance, please contact Mr. André Hébert, CA, CIRP, (514-934-3542).

DATED AT MONTRÉAL, this 2<sup>nd</sup> day of July 2004.

RSM Richter Inc.  
(formely Richter & Associés Inc.)  
Court Appointed Monitor

## THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM

### PARAGRAPH 1 OF THE PROOF OF CLAIM AND GENERAL COMMENTS

- The Creditor must state the full and complete legal name of the company or the Creditor.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded. In addition, a Creditor must indicate his/her phone number, his/her facsimile and his/her E-mail address.

### PARAGRAPH 2 OF THE PROOF OF CLAIM

- If the individual completing the Proof of Claim is not the Creditor himself/herself, he/she must state his/her position or title.

### PARAGRAPHS 3 AND 4 OF THE PROOF OF CLAIM

- A detailed, complete statement of account must be attached to the Proof of Claim. Provide all particulars of the Claim and supporting documents, including amount, description of transaction(s) or agreements(s) giving rise to the Claim. The amount on the statement of account must correspond with the amount claimed on the Proof of Claim. The detailed statement of account must show the date, the invoice number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. If the claim cannot be evidenced through a statement of account, the Creditor must provide a sworn affidavit providing all particulars of the claim, together with all supporting documents.
- If the Claim is in a foreign currency, it should be converted to Canadian dollars at the exchange rate of the Bank of Canada at the filing date, namely March 19, 2004. US exchange rate on that date was \$1.3310 : US\$1.00

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
COURT NO.: 500-11-022700-047

SUPERIOR COURT  
(Sitting as a Court designated under the  
*Companies' Creditors Arrangement Act*)

IN THE MATTER OF A PLAN OF ARRANGEMENT OF EAUX VIVES HARRICANA INC., EVH U.S.A. INC. AND LES SOURCES PÉRIGNY INC., legal persons duly constituted under the Laws, having their head office at 11 Chemin des Sablières, in the city of Saint-Mathieu-d'Harricana, Province of Quebec, District of Abitibi, J0Y 1M0

Debtors

PROOF OF CLAIM

1. PARTICULARS OF CREDITOR

- a. Full legal name of Creditor: \_\_\_\_\_
- b. Full mailing address of the Creditor: \_\_\_\_\_
- c. Telephone Number of Creditor: \_\_\_\_\_
- d. Fax Number of Creditor: \_\_\_\_\_
- e. E-mail Address: \_\_\_\_\_
- f. Name of the representative of the Creditor: \_\_\_\_\_

2. PROOF OF CLAIM

I, \_\_\_\_\_, hereby certify that I am a Creditor of :  
(Name of Creditor or Representative of the Creditor)

- Eaux Vives Harricana Inc. for an amount of CA\$ \_\_\_\_\_
- EVH U.S.A. Inc. for an amount of CA\$ \_\_\_\_\_
- Les Sources Périgny Inc. for an amount of CA\$ \_\_\_\_\_

(Please check the appropriate box)

(or hold the position of \_\_\_\_\_ of the Creditor) and have knowledge of all the circumstances connected with the Claim described herein.

3. NATURE OF CLAIM

(check and complete appropriate category)

UNSECURED CLAIM OF CA\$ \_\_\_\_\_

That in respect of this debt, the Creditor does not hold any assets of the Petitioners as security;

SECURED CLAIM OF CA\$ \_\_\_\_\_

That in respect of this debt, the Creditor holds assets of the Petitioners valued at CA\$ \_\_\_\_\_ as security, particulars of which are as follows;

(Give full particulars of the security, including the date on which the security was given and attach a copy of the security documents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**4. PARTICULARS OF CLAIM**

Other than as already set out herein, the particulars of the Creditor's Claim are attached.  
A DETAILED, COMPLETE STATEMENT OF ACCOUNT MUST BE ATTACHED TO THE PROOF OF CLAIM. PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, DESCRIPTION OF TRANSACTION(S) OR AGREEMENTS GIVING RISE TO THE CLAIM. IF THE CLAIM CANNOT BE EVIDENCED THROUGH A STATEMENT OF ACCOUNT, THE CREDITOR MUST PROVIDE A SWORN AFFIDAVIT PROVIDING ALL PARTICULARS OF THE CLAIM, TOGETHER WITH ALL SUPPORTING DOCUMENTS.

**The completed Proof of Claim together with supporting documentation must be received by RSM Richter Inc., before 5:00 P.M. (Montreal Time) on July 30, 2004 by mail, hand, email, courier or facsimile at the following address:**

RSM Richter Inc., acting in its capacity as Court Appointed Monitor of:  
Eaux Vives Harricana Inc.  
EVH U.S.A. Inc. and  
Les Sources Perigny Inc.

Attention: Mr. André Hébert, CA  
2200-2 Place Alexis Nihon  
Montréal QC H3Z 3C2

Fax: (514) 934-3504  
Attention: Proof of Claims Department

Email: [poc@rsmrichter.com](mailto:poc@rsmrichter.com)

**The creditors have the burden to prove the receipt by the Monitor of the documents.**

**5. FILING OF CLAIM**

**Creditors who fail to file a Proof of Claim as directed before 5:00 PM, July 30, 2004 (Montreal Time) shall not be entitled to any further notice, shall not be entitled to participate in the proceedings, shall not be entitled to vote on any matter in the Proceedings, including the Plan, shall be barred from receiving a distribution in respect of such Claim, and shall be barred from seeking payment of said claim. Moreover, in any such case the Debtors shall forever be discharged of said claim.**

Any Creditor of Repudiated Contract which does not file a Proof of Claim by the Bar Date in accordance with the instructions therein and with supporting documentation in respect of its claim shall not be entitled to any further notice and shall not be entitled to participate as a Creditor in these proceedings (which may, by way of example, include, but shall not be limited to, the right to vote on the Plan or the right to received any distribution under the Plan) until such time as such Creditor of Repudiated Contract has filed a Proof of Claim, whereupon such Creditor of Repudiated Contract shall be entitled to participate in all steps which remain outstanding in the proceedings as long as such Creditor of Repudiated Contract has filed a Proof of Claim by a date which is the earlier of :

(i) Thirty (30) days form the date at which its contract has been repudiated; or (ii) the Effective Date; failing which the claim of such Creditor of Repudiated Contract shall be forever barred, prescribed and extinguished.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of the Creditor or of his representative)

\_\_\_\_\_  
(please print name)

\_\_\_\_\_  
(please print name)

**SUPERIOR COURT  
(COMMERCIAL DIVISION)**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL**

**NO: 500-11-022700-047**

**DATE: June 8, 2004**

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**IN THE PRESENCE OF FRANÇOIS ROLLAND S.C.J.**

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

**EAUX VIVES HARRICANA INC.**, legal person, duly constituted under the laws of Québec, having its head office at 11 Chemin des Sablières, St-Mathieu-d'Harricana, Province of Québec, District of Abitibi, J0Y 1M0;

-and-

**EVH U.S.A. INC.**, legal person, duly constituted under the laws of Delaware, U.S.A., having a place of business at 17821 East 17<sup>th</sup> Street, suite 193, Tustin, California, 92780, U.S.A.

-and-

**LES SOURCES PERIGNY INC.**, legal person, duly constituted under the laws of Quebec, having a place of business at 11 Chemin des Sablières, St- Mathieu-D'Harricana, Province of Quebec, District of Abitibi, J0Y 1M0

Petitioners

-and-

**RSM RICHTER INC.**, a body politic and corporate, duly incorporated according to law, having a place of business at 2 Place Alexis-Nihon, 3500 de Maisonneuve Blvd. West, 22<sup>nd</sup> Floor, in the City of Montréal, Province of Québec, H3Z 3C2

Monitor

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**ORDER**

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- [1] I, the undersigned, Judge of the Superior Court, in and for the District of Montréal, after having examined the Motion to Obtain an Order to Set Forth the Claims Bar Date and to Establish a Claim Determination Process (the "Motion"):
- [2] **GIVEN** the reasons alleged in said Motion;
- [3] **GIVEN** the fact that said Motion is well founded;
- [4] **FOR THESE REASONS:**
- [5] **GRANT** the present Motion (the "Motion");
- [6] **GRANT** the remedies and relief sought by Petitioners;
- [7] **EXEMPT** the Applicants from the service of this Motion and of any notice or delay of presentation;
- [8] **ORDER** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order (as amended and extended), shall assist the Applicants in connection with the administration of the Claims Process provided for herein, including the determination of Claims of Creditors, as requested by the Applicants from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order;

#### **DEFINITIONS**

- [9] **ORDER** that the following terms in this Order, unless otherwise defined, shall have the following meanings ascribed thereto and any terms in capitalized letters in the following definitions not defined therein shall have the meaning described thereto in the Plan (as defined below):
- (a) **"Applicants"** means Eaux-Vives Harricana Inc.; EVH U.S.A. Inc. and Les Sources Périgny Inc., or any of them, as the case may be;
- (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Montreal, Quebec;
- (c) **"Bar Date"** means 5:00 p.m. Eastern Standard Time on July 30, 2004;
- (d) **"Claim"** means any right of any Person against the Applicants, or any of them, in connection with any indebtedness, liability or obligation of any kind of the Applicants, in existence at the Determination Date and any interest then accrued thereon, whether or not such indebtedness, liability or obligation is reduced to

judgment, or is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such right is executory in nature, including without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future based in whole or in part on facts which existed prior to or at the Determination Date and, without limitation, shall include any (i) Secured Claim, (ii) Crown's Claim, (iii) Employees' Claim, (iv) Unsecured Claims, (v) Intercompany Claim, or (vi) any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Determination Date, but a "Claim" does not include an Unaffected Obligation. Any Claim shall not include any interest from and after the Determination Date, or any costs, except as expressly provided for in this Plan;

- (e) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as from time to time amended;
- (f) "**Court**" means the Quebec Superior Court (Commercial Division);
- (g) "**Creditor**" means any Person having a Claim and may, if the context requires, mean an assignee of a Claim or a trustee, receiver, receiver manager or other Person acting on behalf of such Person. A Creditor includes a Creditor of Repudiated Contract. A Creditor shall not include an Unaffected Creditor in respect of that person's Claim resulting from an Unaffected Obligation;
- (h) "**Creditor of Repudiated Contract**" means a person with a Claim which results from a Repudiated Contract in respect of that Claim.
- (i) "**Creditor Document Package**" means a document package which includes a Proof of Claim (including an instruction letter explaining how to complete the Proof of Claim) and a copy of this Order;
- (j) "**Determination Date**" means March 19, 2004;
- (k) "**Effective Date**" means the latest of the following dates:
  - (i) the first Business Day following the date on which the delay to appeal the final Order issued under the CCAA approving the Plan (as hereinafter defined) has expired without any appeal having been instituted; or
  - (ii) the first Business Day following the day where all the conditions that must be fulfilled for the Plan to be implemented (as may be

described in the Plan to be filed) are properly fulfilled, or waived in writing;

- (l) **"Initial Order"** means the Order rendered by Mr. Justice François Rolland, dated March 19, 2004 in Superior Court File no. 500-11-022700-047, as extended and renewed;
- (m) **"Notice of Revision or Disallowance"** means a Notice advising a Creditor that the Applicants have revised or rejected all or part of such Creditor's claim as set out in the Proof of Claim;
- (n) **"Person"** means any individual, partnership, joint venture, entity, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (o) **"Plan"** means any plan of arrangement which the Applicants, or any of them, will file in the future under the CCAA;
- (p) **"Proof of Claim"** means a Proof of Claim Form filed by a Creditor in accordance with this Order or any other Order and the Plan;
- (q) **"Proof of Claim Form"** means the form of Proof of Claim as prepared by the Monitor;
- (r) **"Proven Claim"** means the amount and status of a Claim of a Creditor as determined in accordance with the procedure described herein; and
- (s) **"Repudiated Contract"** means any agreement and contract of any nature whatsoever, whether verbal or written, (including but not limited to a contract of employment), to which any of the Applicants is a party and which has been terminated, repudiated, resiliated, cancelled, amended or withdrawn by any of the Applicants as per the terms of the Initial Order as amended and extended;
- (t) **"Unaffected Creditor"** means a Person having a Claim in respect of an Unaffected Obligation but only in respect of such Unaffected Obligation and to the extent that this Plan does not affect said Claim;
- (u) **"Unaffected Obligation"** means the obligations of the Applicant towards the DIP Lenders and any creditor so defined in the Plan to be filed;

**PROOF OF CLAIM FILING**

- [10] **ORDER** that the Claims of Creditors who do not file a Proof of Claim by the Bar Date be and are thereafter prevented from doing so, and the Claims be forever barred, prescribed and extinguished;
- [11] **ORDER** that the value and status of every Claim of a Creditor for voting and for distribution purposes under any Plan shall be finally determined in accordance with the forms and procedures hereby authorized and shall be the Proven Claim for such Creditor;
- [12] **ORDER** that any Creditor (unless dealt with differently in this Order) that has not duly submitted a Proof of Claim by the Bar Date in accordance with the instructions therein and with supporting documentation in respect of its Claim:
- (a) shall not be entitled to any further notice;
  - (b) shall not be entitled to participate as a Creditor in these Proceedings;
  - (c) shall not be entitled to vote on any matter in these Proceedings, including the Plan;
  - (d) shall be barred from receiving and distribution in respect of such Claim; and
  - (e) shall be barred from seeking payment of said Claim;
- and further **ORDER** that in any such case, the Applicants shall forever be discharged of said Claim;
- [13] **ORDER** that any Creditor of Repudiated Contract which does not file a Proof of Claim by the Bar Date in accordance with the instructions therein and with supporting documentation in respect of its claim:
- (a) shall not be entitled to any further notice; and
  - (b) shall not be entitled to participate as a Creditor in these proceedings (which may, by way of example, include, but shall not be limited to, the right to vote on the Plan or the right to receive any distribution under the Plan), until such time as such Creditor of Repudiated Contract has filed a Proof of Claim, whereupon such Creditor of Repudiated Contract shall be entitled to participate in all steps which remain outstanding in the proceedings as long as such Creditor of Repudiated Contract has filed a Proof of Claim by a date which is the earlier of:

- (i) thirty (30) days from the date at which its contract has been repudiated; or
- (ii) the Effective Date;

failing which the claim of such Creditor of Repudiated Contract shall be forever barred, prescribed and extinguished;

[14] **ORDER** that, for the purpose of facilitating the identification and settlement of the Claims of Creditors:

- (a) after the issuance of this Order, the Monitor will send a Creditor Document Package by ordinary mail to each known Creditor identified by the Applicants;
- (b) after the issuance of this Order, the Monitor shall cause to be published a notice to creditors (hereinafter the "Notice to Creditors") in the Globe and Mail (National Edition), and La Presse informing them of the Bar Date and whom to contact in order to obtain a Creditor Document Package; and
- (c) the Monitor shall dispatch by ordinary mail, courier, facsimile transmission or electronic mail following receipt of a request for same a copy of the Creditor Document Package to any Creditor requesting such material, provided such request is received in writing prior to the Bar Date;

[15] **ORDER** that:

- (a) each Proven Claim shall be reduced by the amount of any subsequent payment thereon, the application of any discount in respect thereof and any other subsequent credit against the Claim or the Creditor; and
- (b) any Claims denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to and constitute obligations in Canadian dollars, such calculation to be effected by the Monitor using the Bank of Canada noon spot rate on the Determination Date;

**DISALLOWANCE AND REVISION:**

[16] **ORDER** that the Monitor, with the assistance of the Applicants, shall review all Proofs of Claim filed on or before the Bar Date, and the Monitor, in consultation with the Applicants, shall accept, revise or disallow the amounts and/or terms set out therein for voting and distribution purposes under the Plan. The Monitor shall send to such Creditor a Notice of

Revision or Disallowance within a reasonable delay after a Claim has been revised or disallowed;

- [17] **ORDER** that the Monitor is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance of the manner in which a Proof of Claim is completed and executed and may, where it is satisfied a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of a Proof of Claim;

**APPEAL OF NOTICE OF REVISION OR DISALLOWANCE:**

- [18] **ORDER** that any Person who intends to dispute a Notice of Revision or Disallowance shall make a Motion to the Court, on notice to the Monitor and the Applicants, returnable as soon as reasonably possible but in any event within ten (10) days from service of the Notice of Revision or Disallowance;
- [19] **ORDER** that the Monitor, in conjunction with the Applicants, may consensually resolve and/or settle with any Creditor the amount of its Claim for voting and/or distribution purposes;
- [20] **ORDER** that where a Creditor receives a Notice of Revision or Disallowance and fails to make a Motion to the Court within the time limited therefore, the value and status of such Creditor's Claim for all purposes under the Plan shall be deemed to be as set out in the Notice of Revision or Disallowance and such value and status, if any, shall constitute such Creditor's Proven Claim;
- [21] **ORDER** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor and thereafter such transferee or assignee shall for the purpose hereof constitute the Creditor in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment;
- [22] **ORDER** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such



Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Applicants shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

#### MEETING OF CREDITORS

- [23] **ALLOW** the Monitor, in conjunction with the Applicants, to convene a meeting of Creditors at a date to be determined by the Monitor and at a place that the Monitor will judge appropriate;
- [24] **ORDER** that a meeting of Creditors be convened for the purpose of voting on the Plan to be filed by the Applicants, unless the Creditors decide by ordinary resolution (in accordance with the definition of said expression under the BIA) to postpone said meeting;
- [25] **ORDER** that, further to the filing of the Plan, a notice of convocation of the meeting of creditors be sent, accompanied by a copy of the proposed Plan and related information and a voting form, to all Creditors;
- [26] **ORDER** that the Monitor shall preside over any meeting of Creditors and decide any question or dispute arising at any meeting, from which such decision any Creditors may appeal to the Court, within five (5) days of the rendering of same;
- [27] **ORDER** that the only Persons that will be entitled to attend a Creditors meeting will be the Persons, including a proxy holder, having a right to vote at the meeting, their lawyers, as well as the officers, directors, auditors, representatives, lawyers and professional advisors of the Applicants and the Monitor and further **ORDER** that any other Person can be admitted upon the invitation of the person presiding the Meeting or upon the unanimous consent of the attending Creditors;
- [28] **ORDER** that any Creditor which does not attend and is not represented by proxy will be entitled to vote on the Plan by filing with the Monitor a voting

letter properly filled and expressing his vote before the beginning of the meeting, failing which such Creditor will be prevented to vote;

- [29] **ORDER** that each creditor with a voting right will be entitled to a number of votes equal to the value in dollars of its Claim as determined by the Monitor or otherwise by the Court;
- [30] **ORDER** that, where any Creditor appeals a Notice of Revision or Disallowance to the Court, but the Proven Claim has not been finally determined prior to the date of any meeting called for the purpose of voting on the Plan, the Monitor, in conjunction with the Applicants, determine in accordance with the Initial Order (as amended and extended) and this Order the amount of the proof of claim for the purpose of voting. The amount determined by the Monitor, in conjunction with the Applicants, shall be the amount of the Proof of Claim admitted for voting purposes;

**NOTICES AND COMMUNICATIONS:**

- [31] **ORDER** that unless the present Order specifically states otherwise, any notice or other communication (including Notices of Revision or Disallowance) to be given under this Order by the Monitor or the Applicants to a Creditor, other than the Notice to Creditors, shall be in writing in substantially the form, if any, provided for in this Order. Such notice or other communication will be sufficiently given to a Creditor, if given by prepaid ordinary mail, by courier, by delivery, by facsimile transmission or by electronic mail to the Creditor to such address, facsimile number or electronic mail address for such Creditor as may be recorded in the books of the Applicants or to such other address, facsimile number or electronic mail address as such Creditor may request by notice to the Monitor and the Applicants given in accordance with this Order. Any such notice or other communication, (i) if given by prepaid ordinary mail, shall be deemed received on the third Business Day after mailing, (ii) if given by courier or delivery shall be deemed received on the next Business Day following dispatch, (iii) if given by facsimile transmission before 5:00 p.m. Eastern Standard Time on a Business Day shall be deemed received on such Business Day; (iv) if given by facsimile transmission after 5:00 p.m. Eastern Standard Time on a Business Day shall be deemed received on the next following Business Day, (v) if given by electronic mail before 5:00 p.m. Eastern Standard Time on a Business Day shall be deemed received on such Business Day; and (vi) if given by electronic mail after 5:00 p.m. Eastern Standard Time on a Business Day shall be deemed received on the next following Business Day;
- [32] **ORDER** that any notice or other communication (including, without limitation, Proofs of Claim to be given under this Order by a Creditor to the Monitor or to the Applicants) shall be in writing in substantially the form, if

any, provided for in this Order and will be sufficiently given only if given by courier, by delivery or facsimile transmission addressed to:

**RMS RICHTER INC.**  
2 Place Alexis-Nihon  
3500 de Maisonneuve West  
22nd Floor  
Montreal, Quebec  
H3Z 3C2

Attention: Mr. Yves Vincent  
Tel: (514) 934-3454  
Fax: (514) 934-3504

with a copy to:

**Eaux Vives Harricana Inc. /EVH U.S.A. Inc.**  
c/o Davies Ward Phillips & Vineberg LLP  
1501, McGill College, 26<sup>th</sup> Floor  
Montreal (Quebec) H3A 3N9

Attention: Me Denis Ferland  
Tel: (514) 841-6423  
Fax: (514) 841-6499

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, the Creditor having the burden to prove the receipt by the Monitor and/or the Applicants of any notice or other communication;

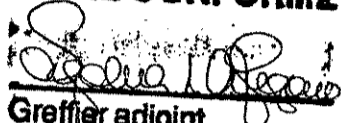
**MISCELLANEOUS**

- [33] **ORDER** that the Monitor and the Applicants may apply to this Honourable Court for further direction and/or to amend the Bar Date, the Claim Process, the Creditors Meeting procedures, the Monitor's powers and obligations or any other conclusion contained in this Order as so required;
- [34] **DECLARE** that any Order or judgment previously rendered shall be amended by this Order, which shall supercede any such previous Order or judgment;
- [35] **ORDER AND REQUEST** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted

pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other country or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

[36] **ORDER** the provisional execution of this Order notwithstanding appeal;

[37] **THE WHOLE** without costs.

**COPIE CONFORME**  
  
**Greffier adjoint**

(S) FRANÇOIS ROLLAND S.C.J.  
FRANÇOIS ROLLAND S.C.J.