

RSM Richter Inc.

RSM Richter Inc.

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CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC
DIVISION NO.: 01-MONTREAL
COURT NO.: 500-11-031719-079
ESTATE NO.: 41-1008035

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

Priva Inc.

a body politic and corporate, duly incorporated according
to law and having its head office and its principal place of
business at:

9100 Ray-Lawson Boulevard
Montréal (Québec) H1J 1K8

Debtor

Notice of Proposal to Creditors (Section 51 of the Act)

Take notice that Priva Inc. of the city of Montréal, in the Province of Quebec, has lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the Debtor's Proposal, the report of the Trustee on the Proposal, a condensed statement of the Debtor's Affairs, and a list of the creditors affected by the Proposal are enclosed herewith.

We also enclose proofs of claim, proxies and voting letters for completion by the creditors.

A general meeting of the creditors will be held:

on: **the 12th day of December 2007**
at: **10:00 a.m.**
at: **The office of the Official Receiver**
5 Place Ville-Marie
Suite 800
Montreal QC H3B 2G2

The Creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court, the proposal is binding on all the creditors or the class of creditors affected.

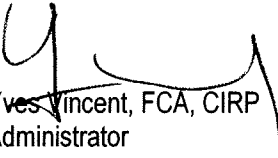
(French – over)

Creditors must prove their claims in this Proposal in order to share in any distribution provided within the present Proposal.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

DATED AT MONTRÉAL, Province of Québec, this 27th day of November 2007.

RSM Richter Inc.
Trustee


Yves Vincent, FCA, CIRP
Administrator

(French – over)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)
(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3)

No.: 500-11-031719-079
Superintendent No: 41-1008035

IN THE MATTER OF THE PROPOSAL OF:

PRIVA INC.

Debtor/Petitioner

- and -

RSM RICHTER INC.

Trustee/Interim Receiver

PROPOSAL

Priva Inc., the above noted debtor, hereby submits the following proposal under the *Bankruptcy and Insolvency Act*.

1. DEFINITIONS

For purposes hereof:

- 1.1 "ACT" means the *Bankruptcy and Insolvency Act*;
- 1.2 "AFFECTED ORDINARY CREDITOR" means an ORDINARY CREDITOR with a PROVEN CLAIM;
- 1.3 "CLAIM" means a debt or liability, present or future, of any nature whatsoever, and whether matured or not, liquidated or not, contingent or not, to which the CORPORATION was subject on the NOTICE OF INTENTION DATE or to which the CORPORATION may become subject by reason of any obligation incurred before the NOTICE OF INTENTION DATE, pursuant to Section 121 of the ACT;
- 1.4 "CORPORATION" means Priva Inc.;
- 1.5 "COURT" means the Superior Court of the district of Montréal sitting in Commercial Division;

- 1.6 “CREDITOR” means any PERSON having a CLAIM;
- 1.7 “INTERIM RECEIVER” means RSM Richter Inc. in its capacity of interim receiver with respect to the CORPORATION, having been so named on October 26, 2007;
- 1.8 “NOTICE OF INTENTION DATE” means the date the CORPORATION filed its “notice of intention to make a proposal to its creditors” namely, October 26, 2007;
- 1.9 “ORDINARY CLAIM” means a provable CLAIM other than a SECURED CLAIM or PREFERRED CLAIM;
- 1.10 “ORDINARY CREDITOR” means a CREDITOR having an ORDINARY CLAIM;
- 1.11 “MIP” means Med-I-Pant Inc., a CREDITOR having a SECURED CLAIM;
- 1.12 “PERSON” means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted
- 1.13 “POST-FILING OBLIGATIONS” means the indebtedness and expenses of the COMPANY incurred for goods supplied or services rendered, guarantees issued or other consideration given, as and from the NOTICE OF INTENTION DATE, other than the PROPOSAL EXPENSES;
- 1.14 “PREFERRED CREDITORS” means CREDITORS with PROVEN CLAIMS directed by the ACT to be paid in priority to ORDINARY CLAIMS, in accordance with Section 136 of the ACT;
- 1.15 “PROPOSAL” means this proposal, together with any additions or amendments thereto;
- 1.16 “PROPOSAL APPROVAL” means the situation arising from the PROPOSAL having been accepted by the statutory majorities of CREDITORS as required by the ACT and having been approved by the COURT in a final and enforceable judgment which has become executory as a result of the delay for appeal having expired without there having been an appeal, or an appeal having been lodged and the judgment having been confirmed or the appeal withdrawn;
- 1.17 “PROPOSAL EXPENSES” means all reasonable fees, costs, undertakings and obligations of the TRUSTEE or the INTERIM RECEIVER and all reasonable legal fees and accounting fees of the CORPORATION, TRUSTEE OR INTERIM RECEIVER incurred in connection with the exercising by the CORPORATION of its rights under the ACT;
- 1.18 “PROPOSAL FUND” means the aggregate sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) to be deposited by the CORPORATION with the TRUSTEE, and subsequently distributed by the TRUSTEE in accordance with the terms of this PROPOSAL;

- 1.19** “PROVEN CLAIM” means any CLAIM in respect of which a valid proof of claim was filed with the TRUSTEE in accordance with the ACT and determined to be admissible by the TRUSTEE or the COURT;
- 1.20** “SECURED CLAIMS” means CLAIMS of the “secured creditors” as such term is defined in the ACT, including the CLAIMS of the Toronto Dominion Bank and MIP;
- 1.21** “TRUSTEE” means RSM Richter Inc., as trustee to the PROPOSAL of the CORPORATION; and
- 1.22** “UNSECURED CREDITORS’ MEETING” means the meeting of the UNSECURED CREDITORS called for the purpose of considering and voting upon this PROPOSAL.

2. SECURED CLAIMS

- 2.1** The SECURED CLAIMS, shall be paid in accordance with arrangements existing between the CORPORATION and the holders of SECURED CLAIMS or as may be arranged between the CORPORATION and the holders of SECURED CLAIMS. For greater certainty, the CORPORATION agrees that nothing herein contained will in any way affect the right of the holders of the SECURED CLAIMS, if any.

3. CROWN CLAIMS AND EMPLOYEE CLAIMS

- 3.1** Amounts, if any:
- a) Owing to her Majesty in Right of Canada or a province, as enumerated in Section 60(1.1) of the ACT, shall be paid in full will be paid in full immediately following PROPOSAL APPROVAL; and
 - b) Owing to employees and former employees, that they would have been entitled to receive under Section 136(1)d) of the ACT if the CORPORATION became bankrupt on the date of the PROPOSAL APPROVAL, will be paid in full immediately following PROPOSAL APPROVAL.
- 3.2** Amounts, if any, payable pursuant to Section 3.1, shall be paid out of the PROPOSAL FUND.

4. POST-FILING OBLIGATIONS

- 4.1** The POST-FILING OBLIGATIONS will be paid by the CORPORATION in the ordinary course of business and on regular trade terms, or as may be arranged by the CORPORATION.

5. PROPOSAL FUND

- 5.1** Conditionally upon PROPOSAL APPROVAL, the CORPORATION will deposit the PROPOSAL FUND with the TRUSTEE on the date of PROPOSAL APPROVAL.

6. PROPOSAL EXPENSES

6.1 The PROPOSAL EXPENSES will be paid by the CORPORATION in the ordinary course of business and on regular trade terms, or as may be arranged by the CORPORATION.

7. PREFERRED CLAIMS

7.1 The PROVEN CLAIMS of the PREFERRED CREDITORS, without interest, will be paid in full and in priority to the ORDINARY CLAIMS out of the PROPOSAL FUND, in full and final settlement of such PROVEN CLAIMS.

8. ORDINARY CLAIMS

8.1 The TRUSTEE will pay to each of the AFFECTED ORDINARY CREDITORS, in full and final settlement of its PROVEN CLAIMS, without interest or penalty, an amount equal to:

- a) the lesser of \$1,000 or the amount of its ORDINARY CLAIM, payable out of the PROPOSAL FUND within THIRTY (30) days of PROPOSAL APPROVAL; and
- b) with respect to the balance of its ORDINARY CLAIM, if any, its *pro rata* share of the balance of the PROPOSAL FUND, as soon as reasonably possible, as determined by the TRUSTEE, after the final determination of all of the known CLAIMS of the ORDINARY CREDITORS and the PREFERRED CREDITORS.

9. NAME CHANGE

9.1 The CORPORATION will change its name and will file articles of reorganization with the relevant corporate authorities to reflect this change. Accordingly, to the extent required, PROPOSAL APPROVAL will constitute an order for reorganization within the meaning of the *Business Corporations Act*, R.S.A. 2000, c. B-9.

10. GENERAL

10.1 The TRUSTEE shall not be deemed to be the assignee of the rights of the creditors pursuant to Sections 91 and following of the Act and Article 1631 of the *Civil Code of Quebec*, these provisions being expressly excluded from the PROPOSAL pursuant to Section 101.1 of the Act.

10.2 Upon PROPOSAL APPROVAL and the remittance of the PROPOSAL FUND to the TRUSTEE, the present PROPOSAL shall constitute a transaction in favour of the CORPORATION and the CREDITORS shall thereupon be deemed to forever discharge the CORPORATION with regards to any CLAIMS.

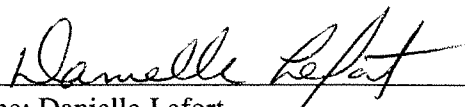
10.3 Upon PROPOSAL APPROVAL and the remittance of the PROPOSAL FUND to the TRUSTEE, the present PROPOSAL shall constitute a transaction in favour of the directors and/or officers of the CORPORATION in accordance with Section 50(13) of the ACT and said directors and officers shall thereupon be deemed to be forever

discharged with regards to any CLAIMS for which the directors and/or officers may, *ès qualités*, be liable for at law.

- 10.4** As a condition of PROPOSAL APPROVAL, and conditional upon PROPOSAL APPROVAL, MIP shall consent to the deposit of the PROPOSAL FUND with the TRUSTEE for distribution amongst the ORDINARY CREDITORS and PREFERRED CREDITORS as provided for herein, which PROPOSAL FUND would otherwise be subject to MIP's security, and shall waive its right to receive any dividend to which it would otherwise be entitled to as an ORDINARY CREDITOR under the PROPOSAL.
- 10.5** RSM Richter Inc., licensed trustee, will be the TRUSTEE under the PROPOSAL, and all monies payable under the PROPOSAL by the TRUSTEE in accordance with Sections 3, 6 and 7, will be REMITTED to the TRUSTEE which will remit dividends in accordance with the terms of the PROPOSAL.

Dated at Montreal, this 23rd day of November, 2007

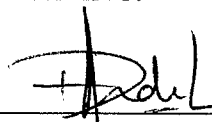
PRIVA INC.

By: 
Name: Danielle Lefort
Title: Chief Financial Officer

INTERVENTION

Conditionally upon PROPOSAL APPROVAL, Med-I-Pant Inc. hereby intervenes in the present PROPOSAL to confirm its agreement to be bound by the terms set forth in Section 10.4 hereof.

MED-I-PANT INC.

By: 
Name: David Ardit
Title: President and Chief Executive Officer

PRIVA INC.
Condensed Statement of Affairs
As at November 22, 2007
(As declared and estimated by the Debtor Company)

LIABILITIES

Secured creditors	\$1,213,551
Ordinary creditors	<u>870,310</u>
	<u>2,083,861</u>

ASSETS
(encumbered)

Cash on hand	72,288
Deposits in Financial Institutions	168,927
Accounts receivable	<u>1,011,226</u>
	<u>1,252,441</u>
DEFICIENCY	\$(<u>831,420</u>)

I, Danielle Lefort, Officer of the Corporation of Priva Inc., do swear that this statement is, to the best of my knowledge, a full, true and complete statement of its affairs on November 22, 2007 and fully disclose all property of every description that is in its possession and/or that may devolve on it, in accordance with Section 67 of the Act.

(signed) Danielle Lefort

Danielle Lefort

SWORN before me in the City of
Montréal, in the Province of Québec,
this 22th day of November 2007.

(signed) Gilles Leroux _____

(English – over)

DANS L'AFFAIRE DE LA PROPOSITION DE PRIVA INC., personne morale légalement constituée et dûment incorporée ayant son siège social situé au 9100, boulevard Ray-Lawson, Montréal, province de Québec, H1J 1K8

IN THE MATTER OF THE PROPOSAL OF PRIVA INC., a body politic and corporate, duly incorporated according to law and having its head office and its principal place of business at 9100 Ray-Lawson Boulevard, Montréal QC H1J 1K8

La liste suivante des créanciers a été préparée à partir des documents remis au syndic et ne constitue pas l'acceptation d'une réclamation ou de réclamations.

The following list of creditors has been prepared from documents submitted to the Trustee and does not constitute acceptance of any claim or claims.

CRÉANCIERS GARANTIS

Voir liste ci-jointe
See list attached

SECURED CREDITORS

\$ 1,213,551

CRÉANCIERS CHIROGRAPHAIRES

Voir liste ci-jointe
See list attached

ORDINARY CREDITORS

\$ 870,310

LISTE SUPPLÉMENTAIRE /SUPPLEMENTARY LIST

- | | |
|---|--|
| 1. Monsieur François Leblanc (séquestre officiel) | 11. Commission des normes du travail |
| 2. Ministère du Revenu du Québec (TPS) | 12. Dun & Bradstreet du Canada Ltée |
| 3. Ministère du Revenu du Québec (TVQ) | 13. Equifax Canada Inc., Montréal |
| 4. Ministère du Revenu du Québec (DAS) | 14. Equifax Canada Inc., Toronto |
| 5. Ministère du Revenu du Québec (Immeuble) | 15. Palais de Justice de Montréal |
| 6. Agence des douanes et du revenu du Canada - Impôt | 16. Hydro-Québec (Section du risqué) |
| 7. Agence des douanes et du revenu du Canada (DAS) | 17. Madame Danielle Lefort |
| 8. Agence des douanes et du revenu du Canada
(Section faillite et insolvabilité) | 18. Monsieur David Ardit, Med-I-Pant Inc. |
| 9. Bell Canada (Section faillite et insolvabilité) | 19. Me Allon Pollak, Osler, Hoskin & Harcourt |
| 10. Commission de la santé et de la sécurité du travail | 20. Me Sandra Abitan, Osler, Hoskin & Harcourt |
| | 21. Me Denis Ferland, Davis Ward Phillips & Vineberg |

RSM Richter Inc., Syndic /Trustee
Liste des créanciers / List of creditors
Dans l'affaire de la proposition de / In the matter of the a Proposal of
Priva Inc.

Nom / Name	Adresse / Address	Montant / Amount
Créanciers garantis / Secured Creditors		
MED-I-PANT INC.	9100 RAY LAWSON BLVD ANJOU QC H1J 1K8	1,213,551.50
Créanciers garantis / Secured Creditors		1,213,551.50
Créanciers chirographaires / Ordinary Creditors		
ABF FREIGHT SYSTEM, INC.	10325 RYAN AVENUE DORVAL QC H9P 1A2	214.42
ACCOMTEMP	P.O.BOX 57349 STATION A TORONTO ON M5W 5M5	3,110.84
AMERICAN & EFIRD CANADA INC.	C.P. 11013 SUCC.CENTRE-VILLE MONTREAL QC H3C 4T9	3,090.83
ASSOCIATED VOLUME BUYERS *	100 S. ANAHEIM BLVD #250 ANAHEIM CA 92805-3872	237.12
ATS SERVICES INC.	190 ATTWELL DRIVE SUITE 680 ETOBICOKE ON M9W 6H8	1,020.64
BARGOOSE HOME TEXTILES *	96 ATLANTIC AVE 2ND FLOOR LYNBROOK NY 11563	2,507.35
BGL BROKERAGE LTD	300 ST SACREMENT SUITE 123 MONTREAL QC H2Y 1X4	13,127.17
CAMEO FIBERS * A/S SUSAN LEE	L&P FINANCIAL SERVICES PO BOX 757 CARTHAGE MO 64836	3,834.94
CANLOGIX INC.	60 BRISTOL ROAD EAST SUITE 107 MISSISSAUGA ON L6Z 3K8	530.00
CANPAR TRANSPORT L.P.	500-1290 CENTRAL PARKWAY W. MISSISSAUGA ON L5C 4R9	7,843.80
CATALYST INTERNATIONAL *	1050 ASHLAND AVE FOLECROFT PA 19032	5,037.50
CHEM DRY CANADA LTD	8472 HARVARD PLACE CHILLIWACK BC V2P 7Z5	472.74
CHEP CANADA	P.O. BOX 46030 POSTAL STATION A TORONTO ON M5W 4K9	1,011.54
CONFORT ATMOSPHERE INC.	3300 BOUL. ST-MARTIN OUEST #300 LAVAL QC H7T 1A1	Unknown
CONOVA LOGISTICS INC.	609 RUE MC CAFFREY SAINT-LAURENT QC H4T 1N3	6,115.75
CREDIT PLUS	7920 LEFEBVRE ST. SUITE 204 LASALLE QC H8N 2A8	146.57
CROSSMARK INC./ NEW ENGLAND *	P.O.BOX 844317 DALLAS TX 75284-4317	3,120.26
CROWN TEXTILES *	5605 DE GASPE SUITE 600 MONTREAL QC H2T 2A4	40,684.95
DELIS PRODUCTS SL	SANT VALENTI, 2 MANRESA, SPAIN 08240	8,741.99
EPIC EXPRESS	5425 DIXIE RD BUILDING 2 MISSISSAUGA ON L4W 1E6	7,229.34
ETIQUETTES CORSAIR	6505 VANDEN ABEEL ST-LAURENT QC H4S 1S1	740.32
EUGENE TEXTILES CO.	1391 ST AMOUR VILLE ST-LAURENT QC H4S 1T4	1,937.68
EUROFRET CANADA INC.	1140, BOUL.MICHELE-BOHEC BLAINVILLE QC J7C 5N5	465.61
FEDERAL EXPRESS CANADA LTD *	PO BOX 4626 TORONTO STN A TORONTO ON M5W 5B4	9,532.08
FEDEX FREIGHT *	DEPT LA PO BOX 21415 PASADENA CA 91185-1415	27,588.59
FIBERLINKS TEXTILES INC.*	815 TECUMSEH POINTE CLAIRE QC H9R 4B1	198,855.69
FOURNITEX IMPORT-EXPORT	4882, RUE LAKE DDO QC H9G 1G8	1,343.39
FRET PHOENIX BATHURST FREIGHT INC.	900 MICHELE BOHEC SUITE 203 BLAINVILLE QC J7C 5E2	933.55
FRET PHOENIX BATHURST FREIGHT INC.*	900 MICHELE BOHEC SUITE 203 BLAINVILLE QC J7C 5E2	8,743.94
FRONTIER LOGISTIX 9132 1729 QUEBEC INC.*	4700 LAKE ROAD DDO QC H9G 1G8	1,248.00
GARY'S CARPET SERVICE INC.	33983 - C44 LE MARS IA 51031	69.55
GEO CAN INC.	8300 MARCONI ANJOU QC H1J 1B2	113.95
HAMILTON MILLS SALES, LLC *	MILLENNIUM FUNDING P.O. BOX 327 WILLIAMSVILLE NY 14231	3,126.71
HARWELL EMBALLAGE	243 HYMUS POINTE CLAIRE QC H9R 1G3	4,517.54
HEVER TRANSLATORS POOL (QUALITY 2000)	1 BEN YEHUDA ST MIGDALOR BLDG TEL AVIV ISRAEL 63801	129.60
IMEX VINYL PACKAGING *	2559 PLANTATION CENTER DRIVE MATTHEWS NC 28105	292.32
IMPRIMERIE GROUPE LITHO INC.	4309 HOGAN MONTREAL QC H2H 2N2	8,818.29
IMPRIMERIE SERI LITHO 2000 INC.	4851 RUE DE BORDEAUX MONTREAL QC H2H 2A2	1,097.11
IPSO FACTO	1190 AVENUE VAN HORNE OUTREMONT QC H2V 1K2	284.88
JUNISE INC.	4001 INDUSTRIEL LAVAL QC H7L 4S3	4,148.46
KINGZIP	2322 RUE COHEN ST-LAURENT QC H4R 2N8	503.06
KRUGER INC.	7474 RUE CORDNER LASALLE QC H8N 2W3	15,590.73
LABEL CARE PLUS	6946 JARRY EST #200 MONTREAL QC H1P 3C1	3,599.15
LAMINAGE VISUEL INC.	8110 RUE LAFRENAIE ST LEONARD QC H1P 2A9	90.88
LE GROUPE LEGERLITE	805 SELKIRK POINTE CLAIRE QC H9R 3S2	188.02
LENROD INDUSTRIES LTD *	5675 ROYALMOUNT MONT-ROYAL QC H4P 1K3	5,819.82
LES EMBALLAGES DE LA BEAUCE INC.	469 ROUTE 112 EST CP 25 VALLEE JONCTION BEAUCE QC G0S 3J0	1,456.99
LIVRAISON WILLIAMS LTEE	610 ORLY DORVAL QC H9P 1E9	596.02
MACDONALD DESIGN	3674 MCLACHLIN RD RR#1 PERTH ON K7H 3C3	2,677.27
MATADOR CONVERTISSEURS CIE LTEE	270 OUEST RUE LOUVAIN ST WEST MONTREAL QC H2N 1B6	2,443.09
MEGADATA EDI GROUP	5760 ROYALMOUNT SUITE 205 T.M.R. QC H4P 1K5	132.42
METRO CUSTOMS BROKERS INC.*	4300 JEAN-TALON OUEST MONTREAL QC H4P 1W3	30,336.64

RSM Richter Inc., Syndic /Trustee
Liste des créanciers / List of creditors
Dans l'affaire de la proposition de / In the matter of the a Proposal of
Priva Inc.

Nom / Name	Adresse / Address	Montant / Amount
Créanciers chirographaires / Ordinary Creditors		
MICHAEL MILLER FABRICS LLC *	THE CIT GROUP COMM SERVICE INC. P.O.BOX 1036 CHARLOTTE NC 28201-1036	1,446.99
MIKE TISSELL ASSOCIATES *	27002 - 40TH AVE. ST. KENT WA 98042	17,103.48
NARCOTE LLC *	800 MOUNTAIN VIEW DRIVE PINEY FLATS TN 37686	246,105.30
OLYMPIA TRUST COMPANY	2300, 125-9 AVE S.E. CALGARY AB T2G 0P6	389.37
OMNITRANS INC.	4300 JEAN TALON OUEST MONTREAL QC H4P 1W3	136.74
PARISIAN KNITTING MILLS LTD *	700 A HODGE VILLE ST-LAURENT QC H4N 2V2	14,312.27
PERREAULT, WOLMAN, GRZYWACZ & CIE	5250 FERRIER , SUITE 814 MONTREAL QC H4P 2N7	3,133.63
PETER TRUDEAU	556 O'CONNOR DRIVE KINGSTON ON K7P 1N3	1,775.09
PIQUAGE CANADA CQ LTEE	3565A JARRY ST. EAST MONTREAL QC H1Z 2G1	995.65
PURULATOR COURIER LTD	P.O.BOX 1100 ETOBICOKE POSTAL STN A ETOBICOKE ON M9C 5K2	153.81
RANDSTAND	3333 BOUL.COTE VERTU BUREAU 600 SAINT-LAURENT QC H4R 2N1	6,984.24
RAPID QUILTING INC.	61 BOUL.HYMUS POINTE-CLAIRE QC H9R 1E2	26,280.89
REBOX	601 STINSON ST-LAURENT QC H4N 2E1	1,054.26
REIMER EXPRESS LINES LTD	P.O.BOX 875 WINNIPEG MB R3C 2S5	11,767.75
RESOURCE WHOLESALE INC.*	15240 EAST STANDUST DRIVE FOUNTAIN HILLS AZ 85268	1,920.27
RIDEOUT & MAYBEE LLP	100 MURRAY STREET 4TH FLOOR OTTAWA ON K1N 0A1	2,770.60
S.I.X.	5524, RUE ST-PATRICK SUITE 505 MONTREAL QC H4E 1A8	2,755.31
SERVICEMASTER	32 SIOUX ROAD SHERWOOD PARK AB T8A 4X1	170.00
SERVICEMASTER OF FARGO-MOORHEAD *	1702-27TH STREET SOUTHE MOORHEAD MN 56560	117.15
SERVPRO OF BOISE *	101 NORTH PHILLIPPI BOISE ID	75.00
SERVPRO OF CENTRAL GLENDALE *	5830 W THUNDERBIRD RD STE B8 PMB 193 GLENDALE AZ 85306-4655	95.00
SHAWS SUPERMARKETS *	PO BOX 4930 BOSTON MA 02212-4930	5,563.04
TECHNICAL STANDARDS & SAFETY AUTHORITY	14TH FLOOR, CENTRE TOWER 3300 BLOOR STREET WEST TORONTO ON M8X 2X4	400.00
TERRY BOWMAN WAREHOUSING *	2001 DYER ROAD SUITE 400 SANTA ANA CA 92705	155.60
THE LOGISTICS ALLIANCE	1 MARITIME ONTARIO BLVD. BRAMPTON ON L6S 6G4	278.40
TRANS-RAPIDE S. GADBOIS	920 - 2IEME RUE LAC JAUNE CHERTSEY QC J0K 3K0	2,668.06
TRANSPORT BOURASSA	800 RUE DIJON SAINT-JEAN SUR RICHELIEU QC J3B 8G3	3,383.06
TRANSPORT VIP	7050 RUE BOMBARDIER #119 ANJOU QC H1J 2G1	561.72
TRI-STAR TEXTILES LTD *	8490 JEANNE MANCE MONTREAL QC H2P 2S3	27,080.42
TUTORIS	116 NATURE PARK WAY WINNIPEG MB R3P 0X8	3,389.88
UNDERWEAR MILLS INC.	9200 BOUL.ST-LAURENT MONTREAL QC H2N 1M9	5,765.59
UNITED PARCEL SERVICE	P.O. BOX 6163 MONCTON NB E1C 0J7	74.50
US CUSTOMS & BORDER PROTECTION *	237 W SERVICE RD CHAMPLAIN NY 12919	7,605.00
VINTEX INC.*	1 MOUNT FOREST DRIVE MOUNT FOREST ON N0G 2L2	20,184.05
VISIBILITE	1221 LABADIE, LOCAL 204 LONGUEUIL QC J4N 1E2	616.94
WESTERN ALLERGY SERVICES LTD	525 FORT STREET VICTORIA BC V8W 1E8	1,417.02
WILL DROLET *	53 LILAK DRIVE AUBURN NH 03032	2,809.26
YELLOW OF ONTARIO *	P.O.BOX 2431 "A" POSTAL STATION A TORONTO ON M5W 2K6	12,859.96
ZANTEX USA *	1719 VIA SEVILLA STREET CORONA CA 92881	13,806.00
ZZUS EXCHANGE .9674		(23,350.59)
Créanciers chirographaires / Ordinary Creditors		870,309.81
Grand Total		2,083,861.31

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

- The proof of claim must be signed by the individual completing the form.
- The signature of the claimant must be witnessed.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- If the individual completing the proof of claim is not the creditor himself, he must state his position or title.
- The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar 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. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaim of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- A farmer, fisherman or aquaculturist must complete subparagraph (D).
- A claim against director(s) (subparagraph (E)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she is or is **not related** to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.
- PROXY**
 - a) A creditor may vote either in person or by proxy;
 - b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
 - c) The Trustee may be appointed as a proxy for any creditor;
 - d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

PROOF OF CLAIM

(Section 50.1, subsections 65.2(4), 81.2(1), 102(2), 124(2), 128(1),
and paragraphs 51(1)e) and 66.14b) of the Act)

(All notices or correspondence regarding this claim must be forwarded to the following address: _____)

Telephone number: _____

Fax number: _____

E-mail Address: _____

In the matter of the proposal of **PRIVA INC.** of Montréal, Québec, and the claim of:

_____, creditor.

I, _____, of _____, do hereby certify:
(name of creditor or representative of the creditor) (city and province)

1. That I am a creditor of the above-named debtor (or that I am _____
(state position or title)
of _____).
(name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the notice of intention to make a proposal, namely the **26th day of October 2007**, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. **(The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim. In addition, indicate the creditor's address, fax number, telephone number and E-mail address).**

4. (Check and complete appropriate category)

() **A. UNSECURED CLAIM OF \$ _____**
That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

() Regarding the amount of \$ _____, I do **not** claim a right to a priority ("**Ordinary Creditor**");

() Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act ("**Preferred Creditor**"). (Set out on an attached sheet details to support priority claim.)

() **B. CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____**
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

() **C. SECURED CLAIM OF \$ _____**
That in respect of this debt, I hold assets of the debtor valued at \$ _____, as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given, and the value at which you assess the security, and attach a copy of the security documents.)

() **D. CLAIM BY FARMER, FISHERMAN, OR AQUACULTURIST OF \$ _____**
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

() **E. CLAIM AGAINST DIRECTOR \$ _____**
(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

PROOF OF CLAIM
(continued)

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act.
6. That the following are the payments that I have received from, and the credits that I have allowed to, the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act, which is October 26, 2007: *(Provide details of payments and credits.)*

Dated at _____, this ____ day of _____.

Witness

Signature of creditor or his representative

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

PROXY

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

IN THE MATTER OF THE PROPOSAL OF **PRIVA INC:**

I, _____, of _____
(name of creditor) *(name of town or city)*

a creditor in the above matter, hereby appoint _____ of _____

to be my proxyholder in the above matter, except as to the receipt of dividends, with (or without) power to appoint another proxyholder in his or her place.

Dated at _____, this ____ day of _____.

Name of creditor and name of authorized signatory

Signature of witness

Per :

Signature

RSM Richter Inc.

RSM Richter Inc.

2, Place Alexis Nihon, bureau 2200
Montréal (Québec) H3Z 3C2
Téléphone / Telephone : (514) 934-3497
Télécopieur / Facsimile : (514) 934-3504
www.rsmrichter.com

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC
DIVISION NO.: 01-MONTREAL
COURT NO.: 500-11-031719-079
ESTATE NO.: 41-1008035

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

Priva Inc.

a body politic and corporate, duly incorporated according
to law and having its head office and its principal place of
business at:

9100 Ray-Lawson Boulevard
Montréal (Québec) H1J 1K8

Debtor

VOTING LETTER

(Paragraphs 51(1)f) and 66.15(3)c) of the Act)

I, _____, creditor
(or I, _____, representative of _____, creditor)
of _____ (name of town or city), a creditor in the above matter for
the sum of \$ _____, hereby request the trustee acting with respect to the proposal of **PRIVA INC.**, to record
my vote _____ (for or against) the acceptance of the proposal as made on the 23rd day
of November 2007.

Dated at _____, this _____ day of _____ 200__.

Witness

Individual Creditor

- OR -

Name of Corporate Creditor

Witness

Per : _____
Signature of Signing Officer

(French – over)