

UNOFFICIAL TRANSLATION¹

Court File Number : 500-11-047820-143

**IN THE MATTER OF THE *COMPANIES' CREDITOR ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36**

**BÉTON BRUNET LTÉE;
7507852 CANADA INC. (doing business as NEXT POLYMERS);
GESTIONS R.C.F.L. INC. (doing business as PRODUITS DE BÉTON
SOULANGES);
LES PRODUITS DE BÉTON CASAUBON INC.;
DISTRIBUTION BRUNET INC.;
BÉTON BRUNET 2001 INC.;
7956517 CANADA INC. (doing business as INDUSTRIES B&X);
6353851 CANADA INC.;
9197-8379 QUÉBEC INC.; et
7507917 CANADA INC.**

**RECTIFIED AND AMENDED PLAN OF COMPROMISE AND ARRANGEMENT UNDER THE
COMPANIES' CREDITOR ARRANGEMENT ACT,
R.S.C. 1985, c. C-36**

February 6, 2015

¹ This document is an unofficial translation of the official French version of the Rectified and Amended Plan of Arrangement. In case of discrepancies, the French version shall prevail.

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation	8
1.3 Date for Any Actions.....	8
1.4 Reference to a Statute.....	9
ARTICLE 2 COMPROMISE AND ARRANGEMENT	9
2.1 Overview	9
2.2 Persons Affected	9
2.3 Class of Affected Claims	9
2.4 Unaffected Claims	10
2.5 Duplication of Claims: Voting Claims and Proven Claims.....	10
2.6 Fund	10
2.7 Distribution of the Fund / Processing of the Affected Claims.....	11
ARTICLE 3 PROCESSING OF THE UNAFFECTED CLAIMS	12
3.1 Processing of the Post-Filing Claims	12
3.2 Treatment of Claims related to CCAA Charges	12
3.3 Treatment of Secured Claims	12
3.4 Intercompany Claims.....	12
3.5 Excluded Employee Claims.....	12
ARTICLE 4 CLAIMS ASSESSMENT, CREDITORS’ MEETING AND RELATED QUESTIONS	12
4.1 Conversion of Affected Claims in Canadian Currency	12
4.2 Affected Claims	13
4.3 Creditors’ Meeting	13
4.4 Approval by the Affected Creditors	13
4.5 Bar Date to File Claims and Claims Against Officers and Directors and Bar Date to File Restructuring Claims	13
4.6 Holders of Equity Claims	13
ARTICLE 5 PROCEDURE TO RESOLVE QUESTIONS RELATING TO DISTRIBUTIONS WITH RESPECT TO DISPUTED CLAIMS	14
5.1 No distribution before a Disputed Claim Becomes a Proven Claim	14
5.2 Establishment of the Reserve for Disputed Claims.....	14
5.3 Release of the Reserve once the Disputed Claims have been Resolved	14
ARTICLE 6 EFFECT OF THE PLAN AND DISCHARGES	14
6.1 Effect of the Plan	14

6.2	Discharges with Respect to the Plan	14
6.3	Injunction Regarding Discharges and Releases	15
6.4	Waiver of Defaults	15
ARTICLE 7 PROVISIONS REGARDING DISTRIBUTIONS		16
7.1	Distributions Regarding Affected Claims	16
7.2	Assignment of Claims.....	16
7.3	Interest, Penalties and Fees on Affected Claims	16
7.4	Delivery of Distributions.....	16
7.5	Guarantees and Similar Covenants.....	17
ARTICLE 8 PLAN IMPLEMENTATION		17
8.1	Conditions Precedent to the Implementation of the Plan.....	17
8.2	Waiver of the Conditions Precedent	20
8.3	Plan Implementation Certificate.....	20
8.4	Certificate of Performance	20
ARTICLE 9 MISCELLANEOUS		20
9.1	Confirmation of Plan	20
9.2	Paramountcy	21
9.3	Modification of Plan	21
9.4	Assumptions.....	21
9.5	Sections 95 to 101 of the Bankruptcy and Insolvency Act (Canada)	21
9.6	Responsibilities of the Monitor.....	21
9.7	Notices	22
9.8	Severability of Plan Provisions	23
9.9	Further Assurances	23
9.10	Governing Law	23
9.11	Successors and Assigns	24

PLAN OF COMPROMISE AND ARRANGEMENT

Joint Plan of Compromise and Arrangement² of Béton Brunet Ltée, 7507852 Canada Inc. (doing business as Next Polymers), Gestions R.C.F.L. Inc. (doing business as Produits de béton Soulanges), Les Produits de béton Casaubon Inc., Distribution Brunet Inc., Béton Brunet 2001 Inc., 7956517 Canada Inc. (doing business as Industries B&X), 6353851 Canada Inc., 9197-8379 Québec Inc. and 7507917 Canada Inc. under the *Companies' Creditors Arrangement Act*.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan, unless otherwise stated or the context otherwise requires:

« **Additional Charge of HSBC to Guarantee the Excess Margin Deficit** » has the meaning given in the Initial Order and, as the case may be, any subsequent Order;

« **Administrative Charge** » has the meaning given in the Initial Order and, as the case may be, any subsequent Order;

« **Affected Claim** » means any Claim other than an Unaffected Claim;

« **Affected Creditor** » means a Creditor having an Affected Claim, but only to the extent of this Affected Claim;

« **Affected Creditor Voting on the Plan** » means an Affected Creditor having a Voting Claim who votes on the Plan at the Creditors' Meeting, in person or by Proxy, in accordance with the Filing of the Plan of Arrangement and Creditors' Meeting Order;

« **Bar Date to File Claims and Claims Against Officers and Directors** » means January 21st, 2015 at 5:00 p.m. (Montreal time) for the filing of Claims (other than Restructuring Claim) for voting or distribution purposes, as indicated in the Claims Process Order, or any other date established by a subsequent Order, as the case may be;

« **Bar Date to File Restructuring Claims** » means the date thirty (30) days following date of receipt of a notice from the Debtors giving rise to a Restructuring Claim, as indicated in the Claims Process Order;

« **Business Day** » means a day, with the exception of Saturday, Sunday or a non-judicial day (as defined in section 6 of the *Code of Civil Procedure*, C.Q.L.R., c. C-25);

« **CCAA** » means the *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36;

² The filing of a joint plan of compromise and arrangement aims at facilitating the administration of the restructuring of the Brunet Debtors and does not have the effect of consolidating the assets and/or properties of the different Debtors.

« **CCAA Proceedings** »: means the proceedings of the Debtors before the Court pursuant to the CCAA;

« **Certificate of Performance** » means the certificate of performance of the Debtors' obligations under the Plan to be issued by the Monitor pursuant to section 8.4 herein;

« **Chair** » means the Monitor, or the person named by the Monitor to preside the Creditors' Meeting as chair;

« **Charges Pursuant to the CCAA** » (*“Charges en vertu de la LACC”*) means collectively the Administrative Charge (*“Charge d'administration”*), the Director's Charge (*“Charge des Administrateurs”*), the Additional Charge of HSBC to Guarantee the Excess Margin Deficit (*“Charge additionnelle de HSBC pour garantir le Déficit de margination excédentaire”*), Polymers' Critical Supplier Charge (*“Charge des fournisseurs essentiels de Polymères”*), as the case may be, any other charge granted by the Court as part of the CCAA Proceedings;

« **Claim** » : means any right of any Person against the Debtors in connection with any indebtedness or obligation of any kind, present, future, owed or which could be owed to this Person, including any interest accrued thereon or costs payable in respect thereof, whether liquidated or unliquidated, determined or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, known or unknown, including any suretyship or any enforceable or unenforceable guarantee, including i) the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action or cause, based in whole or in part on facts existing prior to or at the time of the Determination Date, ii) any Equity Claim and iii) any other Claim which would be a Claim under the CCAA at the Determination Date. A Claim includes, without restriction: a) an Unsecured Claim or b) a Restructuring Claim, excluding, in any case, an Excluded Claim;

« **Claim Against the Officers and Directors** » means a claim pursuant to section 11.03(1) of the CCAA;

« **Claims Process Order** » means the Order rendered December 10th, 2014 establishing the claims process procedure, as amended by any subsequent order, as the case may be;

« **Claim Related to a CCAA Charge** » means a Claim secured by a Charge Pursuant to the CCAA ;

« **Claim Under Paragraph 6(5)** » means a Claim from an employee or a former employee of the Debtors described at section 6(5) of the CCAA but only to the extent that these amounts must be paid under the CCAA;

« **Claim Under Paragraph 19(2)** » means a Claim described at paragraph 19(2) of the CCAA, as the case may be;

« **Court** » means the Superior Court of Quebec (Commercial Division) sitting in these CCAA Proceedings;

« **Creditor** » means any Person having a Claim and may, where the context requires, include an assignee of a Claim, or a fiduciary, or a trustee, an interim receiver, a receiver, receiver-manager or another Person acting on behalf of this Person. « Creditor » however does not include an Excluded Creditor in respect of this Person's Claim resulting from an Excluded Claim with regards to the Claim of the Person resulting from an Excluded Claim;

« **Creditors' Meeting** » means the meeting of Affected Creditors convened for the purpose of voting on the Plan as may be adjourned or rescheduled, in accordance with the Filing of the Plan of Arrangement and Creditors' Meeting Order;

« **Crown Claim** » means a Claim from by Her Majesty the Queen in Right of Canada or a Province described at section 6(3) of the CCAA;

« **Debtors** » means Béton Brunet Ltée, 7507852 Canada Inc. (doing business as Next Polymers), Gestions R.C.F.L. Inc. (doing business as Produits de béton Soulanges), Les Produits de béton Casaubon Inc., Distribution Brunet Inc., Béton Brunet 2001 Inc., 7956517 Canada Inc. (doing business as Industries B&X), 6353851 Canada Inc., 9197-8379 Québec Inc. and 7507917 Canada Inc.;

« **Definitive Instalment** » means the higher of (i) the amount of \$250,000 cash and (ii) the Portion of Proceeds from the Disputes, to be paid to the Fund at the Definitive Instalment Date.

« **Determination Date** » means November 28th, 2014;

« **Director** » means any past or present director or officer of the Debtors or any Other Brunet Parties;

« **Director's Charge** » ("*Charge des Administrateurs*") has the meaning given in the Initial Order and, as the case may be, any subsequent Order;

« **Disputed Claim** » means a Claim or a part of it that has been subject to a Notice of Revision or Disallowance or to a Notice of Dispute and, in both cases, that has not become a Proven Claim or a Disallowed Claim

« **Disallowed Claim** » means a Claim or part of a Claim that has been disallowed, rejected or set aside by the Monitor in accordance with the Claims Process Order or with an Order of the Court in respect of which the period for filing an appeal has expired.

« **Equity Claim** » has the meaning ascribed thereto in the definition contained in the CCAA;

« **Excluded Claim** » means (i) any Claim secured by a Charge Pursuant to the CCAA and (ii) any Post-Filing Claim.

« **Excluded Creditor** » means a Person having an Excluded Claim, but only in respect of such Excluded Claim and only to the extent that the Plan does not otherwise affect said Claim;

« **Excluded Employee Claim** » means the Claim from an employee at the service of a Debtor at the Plan Implementation Date, including, for better clarity, an employee who is subject to a temporary layoff and who is called back before the First Distribution Date;

« **Filing of the Plan of Arrangement and the Creditors' Meeting Order** » means the Order rendered February 3rd, 2015 authorizing the filing of the Plan and establishing the procedure for the convening and holding of the Creditors' Meeting, as amended by any subsequent Order, as the case may be;

« **First Distribution Date** », « **Second Distribution Date** », « **Third Distribution Date** » and « **Fourth Distribution Date** » mean at the latest 30 days following, respectively, the date of the First Instalment Date, the Second Instalment Date, the Third Instalment Date and the Definitive Instalment Date (or, in the last case, any other date deemed adequate by the Monitor pursuant to section 2.6.1. of the Plan);

« **First Instalment** » means the amount of \$250,000.00 cash to be paid to the Fund by the Debtors at the First Instalment Date;

« **First Instalment Date** », « **Second Instalment Date** », « **Third Instalment Date** » and « **Definitive Instalment Date** » mean respectively three (3) months after the Plan Implementation Date, nine (9) months after the Plan Implementation Date, fifteen (15) months after the Plan Implementation Date and twenty-one (21) months after the Plan Implementation Date, as postponed with the Monitor's consent, if applicable, under the terms of section 2.6.2 of the Plan;

« **Fund** » means the fund to be constituted by the Debtors before the Monitor pursuant to section 2.6 of the Plan and shall be composed of the First Instalment, the Second Instalment, the Third Instalment and the Definitive Instalment. In any circumstance, the Fund shall not exceed the total amount of \$7,000,000.00;

« **Government Authority** » means (i) a government, a ministry or a governmental, multinational, national, provincial, state, regional, municipal, local or other service, a central bank, a court, tribunal, arbitral body, commission, board, council, public officer, minister, a national or foreign agency or bureau, (ii) any subdivision, mandatary, commission, board, council or an authority of the preceding authorities, or (iii) a private or quasi-governmental body, such as a tribunal, commission, regulatory or autoregulatory body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

« **HSBC** » means HSBC Bank Canada, including any assignee of the latter in the Claims or any Person subrogated in the rights of the latter;

« **Plan Implementation Certificate** » means the plan implementation certificate to be issued by the Monitor pursuant to section 8.3 herein.

« **Plan Implementation Date** » means the day on which the Plan Implementation Certificate is filed with the Court;

« **Initial Order** » means the Order rendered on November 28th, 2014 and rectified December 1st, 2014, as amended and extended by subsequent Orders;

« **Intercompany Claim** » means a Claim from one of the Debtors or Other Brunet Parties against one or several Debtors or Other Brunet Parties, including a Claim, a Post-Filing Claim, and a Claim Related to Restructuration;

« **Laws** » means all laws, acts, codes, ordinances, decrees, rules, regulations, administrative regulations, judiciary, arbitral, administrative, ministerial or regulatory decisions, injunctions, ordinances or decisions rendered by a Governmental Authority, a statutory body or a self-regulating body, including the general principles of law which have the force of law and the use of the term “**applicable**” with respect to such Laws, in a context that refers to a Person, means the laws applicable to this Person or its business, undertaking, property or securities and emanating from a Governmental Authority or an auto-regulatory authority which has jurisdiction over this Person or its business, property or securities;

« **Meeting Date** » means the date set for the Creditors’ Meeting in accordance with the Filing of the Plan of Arrangement and Creditors’ Meeting Order, or any other subsequent date on which the meeting is reconvened following its adjournment by the Debtors, as the case may be;

« **Monitor** » means Raymond Chabot Inc., in its capacity as Court-appointed monitor pursuant to the Initial Order;

« **Notice of Dispute** » means the motion for appeal filed in conformity with section 7.2 of the Claims Process Order;

« **Notice of Revision or Disallowance** » has the meaning given in the Claims Process Order;

« **Order** » means any order rendered by the Court with regards to Procedures under the CCAA;

« **Other Brunet Parties** » means Bernard Brunet, 7956592 Canada Inc., U.S. Construction Supply Corp., Concrete Products of the Palm Beaches, Inc., Groupe Béton Brunet 2001 Inc., Les Équipements Béton Brunet 2001 Inc., 7956509 Canada Inc., 7507925 Canada Inc., 8091188 Canada Inc., Les Distributions d’Aqueduc Inc., 3965198 Canada Inc., 8594180 Canada Inc., BBG Corp., Les Bétons G.& R. Inc., FPS Brunet Inc. and Fabric-Action Mécanique Inc.;

« **Person** » means any individual, a business corporation, a limited or unlimited liability company, a general partnership or a limited partnership, an association, a trust, a trustee, an organism that is not a corporation, a joint-venture, a government agency, or any other entities;

« **Plan** » means the Joint Plan of Compromise and Arrangement of the Debtors in accordance with the provisions of the CCAA, as it may be amended from time to time by the Debtors only;

« **Polymers’ Critical Suppliers Charge** » has the meaning given in the Order Relative to a Second Extension of the Stay of Proceedings and Other Conclusions;

« **Portion of Proceeds from the Disputes** » means the sum of the Portion of Proceeds from the Highway 30 Dispute and of the Portion of Proceeds from the Hydro-Québec Disputes;

« **Portion of Proceeds from the Highway 30 Dispute** » means a portion equivalent to 10% of any amount which could be received by the Brunet Debtors in connection with the proceedings to be filed against Nouvelle Autoroute 30 CSV S.E.N.C. and other defendants in connection with projects bearing, inter alia, number A4211, C9520, A3610, A4207, A4401, A8102, C7111, and C7137, and for which the *Ministère des Transports* has confirmed having withheld payment in the amount of \$17,391,572.48 on January 15, 2014, net of the legal fees incurred in the proceedings, under the terms of a settlement or a judgement, insofar as such collection is received before the Definitive Instalment Date;

« **Portion of Proceeds from the Hydro-Québec Dispute** » means a portion equivalent to 10% of any amount which could be obtained by Béton Brunet Ltée in connection with the dispute against Hydro-Québec and other defendants (Superior Court File no 500-17-038592-070), net from legal fees incurred in the proceedings, under the terms of a settlement agreement or a judgment, insofar as such collection is received before the Definitive Instalment Date;

« **Post-Filing Claim** » means any right of any Person against the Debtors in relation to any debts or obligations arising from the Determination Date onward and all interests in relation thereto, including any obligations of the Debtors towards the Creditors having provided or having to provide services, public services, goods or materials, or which have advanced or shall advance funds to the Debtors from the Determination Date onward, but only up to the amount of their claims for these services, public services, goods or materials after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;

« **Proof of Claim** » means a form of Proof of Claim attached as Schedule D to the Claims Process Order;

« **Proven Claim** » means, for an Affected Creditor, the amount of the Affected Claim of this Creditor, as determined for distribution purposes according to the Plan and to the Claims Process Order, including, for a greater clarity, the unsecured portion of the Claim of a Secured Creditor. The provisions of section 2.5 of the Plan shall apply in order to avoid any duplication of the Proven Claims;

« **Proven Claim of Less Than \$250** » means a Proven Claim of less than \$250 or several Proven Claims of the same Affected Creditor totalling less than \$ 250;

« **Proxy** » means a proxy submitted according to the Filing of the Plan of Arrangement and Creditors' Meeting Order and the Creditors' Meeting;

« **Released Party** » has the meaning ascribed to it in section 6.2 of the Plan;

« **Required Majority of Affected Creditors** » means the affirmative vote of the majority in number of Affected Creditors representing two-thirds of the value of the Claims with respect to the vote of Affected Creditors present and voting either in person or by Proxy at the Creditors' Meeting;

« **Reserve** » means the reserve that shall be established and retained by the Monitor pursuant to section 5 of the Plan by withholding, in the Disputed Claims account, an amount corresponding to the global amount that the holders of Disputed Claims would have the right to receive if all of these Disputed Claims had been Proven Claims at the time of any distribution;

« **Resolution** » means the resolution providing the approval of the Plan by the Required Majority of Affected Creditors;

« **Restructuring Claim** » means any right of any Person against the Debtor in relation to any debts or obligations owed to this Person and arising from the restructuring, rescission (disclaimer) or termination of any contract, lease agreement, employment contract or from any other agreement, either oral or written, from the Determination Date onward, including any right of any Person who received a notice of rescission (disclaimer) or termination from the Debtor; provided, however, that a Restructuring Claim cannot include an Excluded Claim;

« **Sanction Date** » means the date at which the Sanction Order is rendered;

« **Sanction Order** » means the order from the Court that shall be rendered pursuant to the CCAA sanctioning the Plan, as this Order may be amended or modified by the Court any time before the Plan Implementation Date of the Plan or, if an appeal of this sanction is lodged, then, unless the appeal is withdrawn or abandoned or dismissed, as confirmed, or modified under appeal, in the form and content that the Debtors, acting reasonably, find satisfactory, as amended by any subsequent Order, as the case may be;

« **Second Instalment** » means the amount of \$250,000.00 cash to be paid to the Fund on the Second Instalment Date;

« **Secured Claim** » means the Claim of a Secured Creditor, up to the value of the assets of the Debtors subject to the surety of this Secured Creditor;

« **Secured Creditor** » has the meaning given to this expression in the CCAA, but only to the extent that the hypothec, charge, pledge, privilege, priority or any other security interest on the Debtor's property is valid, enforceable, made enforceable and could be enforced against third parties, in particular the bankruptcy trustee of the Debtors, at the Determination Date failing which this Secured Creditor shall be deemed an unsecured creditor as defined in the CCAA;

« **Third Instalment** » means the amount of \$250,000 cash to be paid to the Fund on the Third Instalment Date;

« **Unaffected Claims** » means the Excluded Claims, the Secured Claims, the Excluded Employee Claims and the Intercompany Claims;

« **Unaffected Creditor** » means a Person having an Excluded Claim, but only in respect of such Excluded Claim, it being understood that this includes an Excluded Creditor;

«**Voting Claim** » means the Proven Claim of an Affected Creditor, excluding, for better clarity, any Affected Claim that is not liquidated (including the unsecured part of the Claim of a Secured Creditor) at the time of the Creditors' Meeting and to which the Monitor, together with the Debtors, have determined that it was not reasonably possible to assign a value for voting purposes only. The provisions of section 2.5 of the Plan shall apply to avoid duplication of the Voting Claims;

1.2 Interpretation

In the Plan:

- a) Any reference to a contract, a deed, an instrument, a release, an indenture, an agreement, or another document, in a specific form or subject to specific terms and conditions, designates such a document essentially in this form or essentially subject to these terms and conditions;
- b) any reference to an existing document or to an exhibit filed or to be filed designates this document or exhibit as amended or increased;
- c) any reference to a currency and to symbols « \$ » or « CA \$ » corresponds to Canadian dollars, unless otherwise specified;
- d) unless otherwise specified, all references to sections, to paragraphs and to subparagraphs are references to sections, paragraphs and subparagraphs of the Plan;
- e) unless otherwise specified, the words « herein » and « hereto » and words of similar nature refer to the Plan in its entirety rather than to any particular portion of the Plan;
- f) the subdivision of the Plan in sections, paragraphs and subparagraphs and the addition of captions and headings of sections and paragraphs of the Plan are inserted for ease of reference only and are not intended to be a part of nor to affect the interpretation of the Plan;
- g) depending on the context, a word or words importing the singular shall include the plural and vice versa, and a word or words importing the masculine gender include the feminine and masculine genders;
- h) the word « including » is not limitative; and
- i) the word « or » is not exclusive.

1.3 Date for Any Actions

If a date on which an action is required to be taken under the terms of the Plan by one of the parties is not a Business Day, this measure shall be taken on the next succeeding day which is a Business Day.

1.4 Reference to a Statute

Any reference in the Plan to a statute includes all Laws in connection thereto and all amendments to such Law or regulations in force, from time to time, or any Law or regulation which complements or replaces such Law or regulations.

ARTICLE 2 COMPROMISE AND ARRANGEMENT

2.1 Overview

The Purpose of the Plan is to settle the Claims by way of a compromise and arrangement.

In order to implement the Plan, the Debtors, in collaboration with the Monitor, and with the Court's approval when required, shall take the following actions :

- The convening of the Creditors' Meeting, which shall be held on February 26th, 2015, in order to get the Plan approved by the Required Majority of Affected Creditors;
- Following the Plan's approval by the Affected Creditors, the filing with the Court on February 27th, 2015 of a Motion for the sanction of the Plan in order to obtain the Sanction Order;
- The negotiation and finalization of the documents permitting the implementation of the Plan; and
- The distribution of the dividends to the Affected Creditors pursuant to the terms of the Plan.

2.2 Persons Affected

This Plan aims at settling in their entirety and definitively all of the Affected Claims, including any claim arising directly or indirectly from the consequences and effects of the acceptance of the Plan by the Affected Creditors, from its sanction by the Court, from the Plan's implementation or from any resulting debt release. Subject to what is expressly provided for in the Plan, the latter becomes effective on the Plan Implementation Date in accordance with its terms and all of the Affected Claims against the Debtors shall, in their entirety and definitively, be subject to a settlement, a transaction, a compromise and a release at the time of the Plan Implementation Certificate according to section 6.2 of the Plan. This Plan shall be binding on the Debtors, the Affected Creditors, the Released Parties, or any other Person acting on behalf of an Affected Creditor.

2.3 Class of Affected Claims

There is only one class of Affected Creditors for all of the Debtors for voting and distribution purposes in accordance with the terms of the Plan, namely the class of Affected Creditors.

2.4 Unaffected Claims

The Plan shall have no impact on the Unaffected Claims, whose holders shall neither have the right to vote at the Creditors' Meeting nor to receive any kind of distribution pursuant to the terms of Plan, with regard to their Unaffected Claims.

No provision of the Plan shall have an impact on the rights and defences of the Debtors, either in law or in equity, regarding an Unaffected Claim, including the right to oppose compensation (setoff).

2.5 Duplication of Claims: Voting Claims and Proven Claims

If a Claim is made against several Debtors, this Claim shall form one Voting Claim and one Proven Claim (for distribution purposes pursuant to the Plan), except if one of these Claims is a Secured Claim.

If a Claim is made against several Debtors and if one (or several) of these Claims is a Secured Claim, none of these Claims shall form a Voting Claim nor a Proven Claim (for distribution purposes pursuant to the Plan), except, when applicable, for the unsecured portion of the Claim of a Secured Creditor, which shall form only one Voting Claim and one Proven Claim (for distribution purposes pursuant to the Plan).

2.6 Fund

2.6.1 Establishment of the Fund

The Fund shall be established with the Monitor, and the following amounts shall be paid by the Debtors as follows:

- a) The First Instalment on the First Instalment Date;
- b) The Second Instalment on the Second Instalment Date;
- c) The Third Instalment on the Third Instalment Date;
- d) The Definitive Instalment on the Definitive Instalment Date;

The Fund shall not, in any circumstances, exceed the aggregate amount of \$7,000,000.00. In the event that the amount of the Definitive Instalment ensures that the Fund would exceed \$7,000,000.00 (for example, because of the amount of the Portion of Proceeds from the Disputes), the amount of the Definitive Instalment shall be reduced in order for the Fund to be limited to \$7,000,000.00.

2.6.2 Postponement of the Instalment Dates

The Debtors may, with the Monitor's consent, postpone the First Instalment Date, the Second Instalment Date, the Third Instalment Date and/or the Definitive Instalment Date without needing to seek the Court's authorization.

2.7 Distribution of the Fund / Processing of the Affected Claims

2.7.1 Distribution of the Fund to the Holders of the Proven Claims

The Fund shall be distributed by the Monitor as follows:

First Distribution Date: The First Instalment paid to the Monitor at the First Instalment Date shall be distributed by the Monitor as follows :

- a) Payment of the full amount of the Crown Claims, if any;
- b) Payment of the full amount of the Claim under paragraph 6(5), if any;
- c) Payment of the full amount of the Claim under paragraph 19(2), if any;
- d) Payment of the smaller amount between the amount of the Proven Claim of an Affected Creditor (or of the total of its Proven Claims if there are more than one) and \$250, shall be distributed to each of the Affected Creditors holding one or several Proven Claims. For the Affected Creditors holding one Proven Claim of less than \$250, this distribution shall be the only distribution they shall receive pursuant to the Plan;
- e) Any outstanding balance in the Fund after the distribution of the amounts provided for at paragraphs (a) to (d) shall be distributed by the Monitor to holders of Proven Claims, on a pro-rata basis, taking into account the amounts to be paid to the Reserve.

Second Distribution Date: The Second Instalment paid to the Monitor at the Second Instalment Date and any other available amount in the Fund at that moment shall be distributed by the Monitor to holders of Proven Claims, on a pro-rata basis, taking into account the amounts to be paid to the Reserve.

Third Distribution Date: The Third Instalment paid to the Monitor at the Third Instalment Date and any other available amount in the Fund at that moment shall be distributed by the Monitor to holders of Proven Claims, on a pro-rata basis, taking into account the amounts to be paid to the Reserve.

Fourth Distribution Date: The Definitive Instalment paid to the Monitor at the Definitive Instalment Date and any other available amount in the Fund at that moment shall be distributed by the Monitor to holders of Proven Claims, on a pro-rata basis. If sums remain in the Reserve at the Definitive Instalment Date, the Monitor may, at his discretion, postpone the Fourth Distribution Date in order to include these sums;

For better clarity, the Fund shall not be used to pay the Unaffected Claims.

2.7.2 Affected Claims of the Debtors and HSBC's Claims

Subject to the issuance of the Certificate of Performance, the Debtors, the Other Brunet Parties and HSBC shall waive their right to receive any kind of distribution from the Fund pursuant to the Plan.

ARTICLE 3 PROCESSING OF THE UNAFFECTED CLAIMS

3.1 Processing of the Post-Filing Claims

The Post-Filing Claims shall be paid by the Debtors in the usual course of business.

3.2 Treatment of Claims related to CCAA Charges

The Claims related to CCAA Charges shall be paid in full by the Debtors before the First Instalment Date.

3.3 Treatment of Secured Claims

Secured Claims shall be addressed in accordance with the terms of existing or future agreements between the Debtors and the Secured Creditors.

3.4 Intercompany Claims

The Debtors or the Other Brunet Parties may, with prior approval of the Monitor, endorse all Intercompany Claims, in whole or in part, and address such claims in the usual course of business or cancel, modify, refund or release such claims and discharge in whole or in part, in a manner and order of priority that shall be provided in the Sanction Order, it being understood that such claims shall not give rise to any recovery pursuant to the Plan. Such waiver to participate in the distributions of the Fund is not and shall not be interpreted as a waiver to a right to participate in the context of a bankruptcy of the Debtors or Other Brunet Parties.

3.5 Excluded Employee Claims

Excluded Employee Claims shall be addressed by the Debtors in the usual course of business.

ARTICLE 4 CLAIMS ASSESSMENT, CREDITORS' MEETING AND RELATED QUESTIONS

4.1 Conversion of Affected Claims in Canadian Currency

For the purposes of determining the value of Affected Claims denominated in currencies other than Canadian dollars for voting and distribution purposes, such Affected Claims shall be converted by the Monitor into Canadian dollars at the Bank of Canada's spot exchange rate for the purpose of converting the currency at hand into

Canadian dollars at closing on the day before the Determination Date (which rate, with regard to American dollars, was 1 USD: 1.1332 CAD).

4.2 Affected Claims

Affected Creditors shall be entitled to (i) vote on the Plan in respect of their Voting Claims pursuant to the Filing of the Plan of Arrangement and the Creditors' Meeting Order and (ii) receive the distributions provided for in the Plan with respect to their Proven Claims.

Any amount recognized as a Voting Claim or a Proven Claim shall be net of any amount to which the Debtors hold the rights to effect compensation (setoff), recovery or any other deduction in respect to such amounts.

4.3 Creditors' Meeting

The Creditors' Meeting shall be held pursuant to the Filing of the Plan of Arrangement and Creditors' Meeting Order and relevant provisions of the Plan, for the purposes of examining the Resolution and for voting on such Resolution.

4.4 Approval by the Affected Creditors

The Debtors shall submit the Plan for approval to the Affected Creditors at the Creditors' Meeting. The Resolution must be approved by the Required Majority of Affected Creditors obtained during a secret ballot. The result of such vote shall bind all the Affected Creditors, regardless of whether such Affected Creditor was present or not or whether such creditor voted or not at the Creditors' Meeting.

4.5 Bar Date to File Claims and Claims Against Officers and Directors and Bar Date to File Restructuring Claims

An Affected Creditor with an Affected Claim who has not submitted a Proof of Claim prior to the Bar Date to File Claims and Claims Against Officers and Directors or to the Bar Date to File Restructuring Claims and has not been authorized to submit a late Claim pursuant to the Claims Process Order shall not be entitled to vote at the Creditors' Meeting or to receive any distributions, and the Debtors shall be released in respect of the Affected Claims of such Creditor, and the effects and discharges provided for in the Plan, in particular under Section 6, shall apply to such Affected Claims.

4.6 Holders of Equity Claims

The Creditor who holds an Equity Claim shall not be entitled to receive any payment, compensation or distribution hereunder with respect to their Equity Claims, and any Claims that any such Persons may have that are directly or indirectly related to these Equity Claims or are derived therefrom shall be deemed to be released in full. Any Person holding an Equity Claim shall also not be entitled to vote in respect of such Equity Claim at the Creditors' Meeting.

ARTICLE 5
PROCEDURE TO RESOLVE QUESTIONS RELATING TO DISTRIBUTIONS WITH
RESPECT TO DISPUTED CLAIMS

5.1 No distribution before a Disputed Claim Becomes a Proven Claim

Notwithstanding any other provision of the Plan, no distribution can be made in respect of a Disputed Claim until it becomes a Proven Claim. Disputed Claims shall be addressed pursuant to the Claims Process Order and the Plan.

5.2 Establishment of the Reserve for Disputed Claims

At the time of any distribution to holders of Proven Claims under the Plan, the Monitor shall keep in reserve an amount equivalent to the amount payable to the holder of a Disputed Claim in the event that such Disputed Claim becomes a Proven Claim.

5.3 Release of the Reserve once the Disputed Claims have been Resolved

When a Disputed Claim is resolved, through a settlement or a final Order, in accordance with the Claims Process Order and the Plan, the Monitor shall withdraw from the Reserve the allocated amounts. In the event that the Disputed Claim becomes a Proven Claim, the Monitor shall distribute to the holder of this Disputed Claim which became a Proven Claim, the amount placed in the Reserve for this Claim. In the event that the Disputed Claim is ultimately disallowed, any cash reserved for this Disputed Claim shall be deposited into the Fund and distributed by the Monitor to the holders of a Proven Claim under the Plan and, in the event of such a disallowance after the Fourth Distribution Date, the reserved amount shall be returned to the applicable Debtor regarding such Disputed Claim.

ARTICLE 6
EFFECT OF THE PLAN AND DISCHARGES

6.1 Effect of the Plan

Upon delivery of the Certificate of Performance, all Affected Claims shall be deemed to have been the object of a complete and final settlement, transaction, release and discharge, following the date of the delivery of the Certificate of Performance, subject to the Affected Creditors' rights to recover the distributions under the Plan, with the exception of the Proven Claims of less than \$250 which shall be deemed settled following their payment in full upon the First Distribution Date.

6.2 Discharges with Respect to the Plan

On the Plan Implementation Date, (i) the Debtors, (ii) the Monitor and its legal counsel in the CCAA Proceedings, (iii) the Other Brunet Parties, and (iv) the Directors or any other directors, officers and employees, legal counsel, accountants, financial advisors, consultants, mandatories past, present and future, of the Debtors and Other Brunet Parties in those capacities (referred to individually as a "**Released Party**") shall be released and discharged fully and completely from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, charges, liens and other

recoveries on account in respect of a liability, an obligation, a demand or a cause of action of whatever nature which a Person (including a Secured Creditor) may be entitled to assert (including all claims in respect of statutory liabilities of present and former officers, directors and employees of the Petitioners, and any alleged fiduciary or other duty) whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or arising after the Plan Implementation Date, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to or arising out of the Claims, the business and affairs of the Debtors and the CCAA Proceedings, and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Debtors' obligations under the Plan), provided that nothing herein:

- a) shall release or discharge the Debtors from an Unaffected Claim or shall release or discharge the Debtors from their obligations under the Plan;
- b) shall release or discharge the Other Brunet Parties from their obligations toward the Creditors that are not related to a Claim;
- c) shall affect the right of any Person:
 - (i) to recover indemnity from any insurance coverage under which that Person is insured; or
 - (ii) to obtain recovery on a claim or liability against a Released Party from any insurance coverage pursuant to which that Released Party is an insured, but, for certainty, any claim or liability to which an insurer is or would otherwise be subrogated as against the Debtors is released hereunder and the recovery to which such Person shall be entitled under such insurance coverage shall be limited to the proceeds of insurance actually paid by the insurer with respect to the such claim or liability; and
- d) shall release or discharge the Directors with respect to Claims set out in Section 5.1(2) of the CCAA.

6.3 Injunction Regarding Discharges and Releases

The Sanction Order shall prevent the prosecution, whether directly, indirectly or otherwise of any claim, obligation, action, demand, debt, liability or of any judgment, prejudice, right, cause of action or interest that has been the subject of a release, discharge or cancellation under the terms of the Plan.

6.4 Waiver of Defaults

From and after the Plan Implementation Date, each Person shall be deemed to have waived any right of recourse because of the defaults of the Debtors (save and except the defaults in respect to the liens, contracts, acts, discharges or other documents delivered or concluded in respect of or pursuant to the Plan) then existing or previously committed or caused by the Debtors, directly or indirectly, or the non-performance of a commitment, commitment to do or not to do, guarantee, declaration,

modality, disposition, condition or obligation, express or implied, of a contract, a credit document, a sale agreement, a lease or any contract, written or verbal, as well as their modifications or supplements, existing between these Persons and the Debtors and stemming from the Procedures pursuant to the CCAA or the transactions envisioned in this Plan or furthermore, all notices of default and demands for payment under any instrument, including any guarantee stemming from this default, shall be deemed to have been annulled.

ARTICLE 7 PROVISIONS REGARDING DISTRIBUTIONS

7.1 Distributions Regarding Affected Claims

The Monitor shall undertake the distributions in accordance with the Plan in a manner that it considers reasonable.

7.2 Assignment of Claims

To establish the right to receive a distribution under the terms of the Plan, the Debtors and the Monitor, as well as each of their respective agents, successors, assigns and beneficiaries are under no obligation to recognize an assignment of Claims, subject to what is prescribed by the Filing of the Plan of Arrangement and Creditors' Meeting Order.

7.3 Interest, Penalties and Fees on Affected Claims

Interest, penalties and fees shall not accrue on any Proven Claim from and after the Determination Date. Accrued interest, penalties and fees after the Determination Date on Proven Claims, if any, are compromised and released by the Plan.

For greater certainty, no interest, penalty or fee incurred after the Determination Date shall be included in the Secured Claim of a Secured Creditor having a Proven Claim due to the fact that the value of the collateral is less than the value of the Claim, and no amount paid by the Debtors to such a Secured Creditor after the Determination Date can be imputed to interest, penalties or fees incurred after the Determination Date.

7.4 Delivery of Distributions

Proven Claims. Subject to section 7.2 of the Plan, distributions shall be made by the Monitor (i) to the address set forth on the Proof of Claim form filed by the Affected Creditors; or (ii) to the addresses set forth in any written notices of address change delivered to the Monitor after the date of the filing of the Proof of Claim.

Undelivered Distributions. If an Affected Creditor's distribution is returned marked "undeliverable", no further distribution to such Affected Creditor shall be made unless and until the Monitor is notified of such Affected Creditor's then current address, at which time all missed distributions shall be made to such Affected Creditor without interest. The Debtors and the Monitor shall undertake reasonable steps to locate the Affected Creditors for which the distributions were returned marked "undeliverable". Any distribution that could not be distributed by the Monitor at the time of the last distribution and which has not been claimed shall return to the Debtors without any claims or

restrictions on it, and the claim of the Affected Creditor with respect to such distribution shall be discharged and forever barred, notwithstanding any law to the contrary. The Monitor is not required to make distributions of less than \$10 to Affected Creditors entitled to a distribution of less than \$10.

7.5 Guarantees and Similar Covenants

No Person who has a Claim under any guarantee, security interest, indemnity or similar covenant in respect of any Affected Claim which was the subject of a settlement, transaction, release or was otherwise dealt with under this Plan, or who has any right to assert a Claim as a successor or to be subrogated to the rights of any Person in respect of a Claim which is compromised under this Plan, shall be entitled to any greater rights than the Person whose Claim was the subject of a settlement, transaction, release or was otherwise dealt with under this Plan.

ARTICLE 8 PLAN IMPLEMENTATION

8.1 Conditions Precedent to the Implementation of the Plan

The implementation of this Plan by the Debtors is subject to the following conditions precedent, which, to the exception of paragraph a) hereunder and of the conditions precedent the waiver of which could be found to contravene applicable Laws, can be waived at the Debtors' sole discretion pursuant to the provisions of subsection 8.2 hereinafter.

- a) The Plan shall have been approved by the Required Majority of the Affected Creditors;
- b) The Sanction Order in respect to this Plan shall have been rendered, entered and not appealed from and the operation and effect of the Sanction Order shall not have been stayed, reversed or amended, and the Sanction Order shall, among other things:
 - (i) declare: (i) that the Plan has been approved by the Required Majority of the Affected Creditors pursuant to the CCAA; (ii) that the Debtors complied with CCAA provisions, the Initial Order and the other Orders rendered under the CCAA Proceedings; and (iii) that the Plan is fair and reasonable;
 - (ii) order that this Plan is sanctioned and approved pursuant to section 6 of the CCAA and, on the Plan Implementation Date, shall be effective and applicable to the benefit of and be binding upon the Released Parties;
 - (iii) order that a release and a full and complete discharge of the Claims shall take effect and shall be effective and applicable to the benefit of and be binding upon all the Released Parties at the moment of the issuance of the Certificate of Performance;

- (iv) declare that the Debtors and the Monitor are authorized to take all steps and actions necessary to implement this Plan;
- (v) declare that all Proven Claims determined in accordance with the Claims Process Order are final and binding on the Debtors and on all the Affected Creditors;
- (vi) a declaration and an order declaring that Claims for which no Proof of Claim was filed before the Bar Date for Claims and Claims against Officers and Directors, and the Bar Date for Restructuring Claims, shall forever be inadmissible and extinguished;
- (vii) a declaration and an order declaring that all the distributions and all the payments done by the Monitor, or according to his instructions, in each case on behalf of the Debtors, under the Plan, shall be borne by the Debtors and made with the objective of fulfilling their obligations under the Plan;
- (viii) a declaration and an order declaring that the Debtors and the Monitor may apply to the Court for advice and direction in respect of any matters arising from or under the Plan;
- (ix) declare that, subject to the performance by the Debtors of their obligations under this Plan, all contracts, leases, agreements and other arrangements to which the Debtors are parties and that have not been terminated or resiliated pursuant to the Initial Order shall be and remain in full force and effect, unamended, as of the Plan Implementation Date, and that no Person who is a party to any such contract, lease, agreement or other arrangement may terminate, rescind, refuse to perform or otherwise refuse to uphold its obligations or accelerate their maturity thereunder, or enforce or exercise any right (including any right of dilution or other remedy) or make any demand under or in respect of any such contract, lease, agreement or other arrangement and no automatic termination shall have any validity or effect, by reason of:
 - i. any event that occurred on or prior to the Plan Implementation Date and is not continuing and that would have entitled such Person to enforce those rights or remedies (including defaults, events of default, or termination events arising as a result of the insolvency of the Debtors or of any transaction or arrangement completed as part of the Plan);
 - ii. the insolvency of the Debtor or the fact that the Debtor sought or obtained relief under the CCAA;

- iii. any compromises or arrangements effected pursuant to this Plan or any action taken or transaction completed pursuant to this Plan;
 - (x) declare that the stay of proceedings under the Initial Order continues until the Plan Implementation Date;
 - (xi) preclude the commencement or prosecution, whether directly, derivatively or otherwise, or any demands, claims, actions, causes of action, counterclaims, suits, or any indebtedness, liability, obligation or cause of action released and discharged pursuant to this Plan; and
 - (xii) declare that the Sanction Order is the only approval needed in order to perform any remittance to the Monitor or distribution by the latter pursuant to this Plan and that any such remittance to the Monitor or distribution by the latter pursuant to this Plan shall not require the issuance of any certificate or other authorization and shall not entail the responsibility of the Directors or of the Monitor pursuant to the applicable Laws, including section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada) and section 14 of the *Tax Administration Act* (Québec).
- c) Agreements shall have been concluded between the Debtors, the Other Brunet Parties and HSBC. In the event of a default by the Debtors and the Other Brunet Parties pursuant to the terms of this agreement as of February 27th 2015, and notwithstanding any other provision of the Plan, HSBC's Claim shall not be affected by the Plan and HSBC shall be able to exercise its rights and recourses in accordance with this agreement;
- d) Agreements shall have been concluded between the Debtors and the Secured Creditors in respect of the treatment of Secured Claims, including, *inter alia*, moratorium on the payments of capital, interest and fees for a period of six (6) months from the Plan Implementation Date onward;
- e) Agreements shall have been concluded between the Debtors and Les Équipements Béton Brunet 2001 Inc., 7956509 Canada Inc., 7507925 Canada Inc. and 8091188 Canada Inc, to which the secured creditors, lessors, and/or conditional sellers of the latter must consent to with regard to the movable and immovable property used by the Debtors, for a moratorium on the payments of capital, interest and fees for a period of six (6) months from the Plan Implementation Date onward for instalments payable by the Debtors to Les Équipements Béton Brunet 2001 Inc., 7956509 Canada Inc., 7507925 Canada Inc. and 8091188 Canada Inc. (and for instalments payable by the latter to their secured creditors, lessors and/or conditional sellers) with regards to the use of equipment or the occupancy of building space; and

- f) The Debtors shall have obtained a satisfactory financing, to their sole discretion, which shall be used, among other thing, for the implementation of the Plan and the continuation of the operations of the Debtors;
- g) The Other Brunet Parties shall have participated and contributed to the implementation of the financing to the benefit of the Debtors and/or the fulfilment of the other conditions precedent to the implementation of the Plan and the continuation of the operations of the Debtors;

8.2 Waiver of the Conditions Precedent

Each of the conditions set forth in section 8.1 above except for the conditions set forth in paragraph 8.1a), may be waived in whole or in part by the Debtors or by the other parties concerned with the documents and transactions referred to therein, at their sole discretion, by informing the Monitor in writing of this total or partial renunciation, without any other notice to the interested parties or the Court and without the need for a hearing. Failure to satisfy or waive any condition prior to the Plan Implementation Date may be asserted by the Debtors regardless of the circumstances giving rise to the failure in satisfying such condition (including any action or inaction by the Debtors). The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

8.3 Plan Implementation Certificate

Once all conditions set forth in section 8.1 have been met (or have been waived by the Debtors, as the case may be), the Monitor shall file with the court a certificate stating that all these conditions have happened or have been respected or have been waived, as the case may be, and that the Plan Implementation Date has occurred (the "**Plan Implementation Certificate**").

8.4 Certificate of Performance

Upon receipt by the Monitor of the entirety of the Definitive Instalment (and to the extent that the First Instalment, the Second Instalment and the Third Instalment have also been received in full), the Monitor shall file with the Court the Certificate of Performance (the "**Certificate of Performance**").

ARTICLE 9 MISCELLANEOUS

9.1 Confirmation of Plan

Subject to the approval of the Plan by the Required Majority of Affected Creditors, and to the issuance of the Sanction Order satisfactory in form and substance to the Debtors, and that the conditions to implement the present Plan as set forth in section 8.1 have been respected or waived, the Plan shall be implemented by the Debtors and shall bind the Affected Creditors and their respective successors, assigns and legal representatives.

9.2 Paramountcy

From the Plan Implementation Date onward, any conflict between this Plan and/or the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, hypothec, security agreement and/or an indenture, a trust deed, a loan agreement, a commitment letter, a sale agreement, Debtors' bylaws, a lease or any other agreement, any other commitment or any source of obligation, verbal or written, and all the related modifications or supplements in relation thereto between one or many of the Affected Creditors and the Debtors on the Plan Implementation Date, shall be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and have priority. It is understood that all the Affected Creditors are deemed to have consented, irrevocably and for all purposes, to all operations planned under the Plan.

9.3 Modification of Plan

The Debtors, in collaboration with the Monitor, reserve the right to modify, amend, or supplement this Plan, by filing an amended Plan (or many amended Plans) at the Creditors' Meeting or before. The Debtors shall file any amended Plan with the Court as soon as possible. The Debtors shall notify the Affected Creditors of such modifications, amendments or supplements at the Creditors' Meeting, before the vote to approve the Plan takes place. The Debtors may give notice of the modification, the amendment or the supplement to the Plan at the Creditors' Meeting, or before, such notice being sufficient if given to the Affected Creditors attending the Meeting in person or represented by proxy.

After the Creditors' Meeting (and also before or after issuance of the Sanction Order), the Debtors may, in collaboration with the Monitor, at any time and from time to time, amend, modify or supplement the Plan, except with respect to the substance, without having to obtain an Order from the Court or notice the Affected Creditors, on the condition that this amendment, modification or supplement does not significantly undermine Affected Creditors' interests under the Plan and is necessary to give effect to the Plan.

9.4 Assumptions

In the context of the Plan, the assumptions are irrebuttable, conclusive and irrevocable.

9.5 Sections 95 to 101 of the Bankruptcy and Insolvency Act (Canada)

Notwithstanding section 36.1 of the CCAA, sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act* (Canada) do not apply to the present Plan, and neither the Monitor nor a Creditor may exercise a right or recourse, or bring an action or suit based on these sections or any similar provisions of an applicable Law against the Released Parties.

9.6 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Debtors and not in its personal or corporate capacity and shall not be

responsible or liable for any responsibilities or obligations of the Debtors under this Plan or otherwise, including with respect to the payment of distributions or the receipt of any distribution by any Creditor or any other Person pursuant to this Plan. The Monitor shall have the powers and protections granted to it by this Plan, the CCAA, the Initial Order, the Claims Process Order, the Sanction Order and any other Orders.

9.7 Notices

- a) Any notices or communications to be made or given hereunder to the Debtors or the Monitor shall be in writing and shall refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, by courier, by prepaid ordinary mail, by telecopier or by email addressed to the respective parties as follows:

Alain N. Tardif and Jocelyn T. Perreault
McCARTHY TÉTRAULT S.E.N.C.R.L., s.r.l.
1000 De La Gauchetière Street West, Suite 2500
Montréal, QC, Canada H3B 0A2
Facsimile : (514) 875-6246
Emails : atardif@mccarthy.ca and jperreault@mccarthy.ca
Counsels for the Debtors and Other Brunet Parties

Jean Gagnon and Guillaume Landry
RAYMOND CHABOT INC.
National Bank Tower
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Montréal, QC, Canada H3B 4L8
Facsimile : (514) 878-2100
Emails : gagnon.jean@rcgt.com et landry.guillaume@rcgt.com
Monitor

Gerald F. Kandestin
KUGLER KANDESTIN, LLP
1, Place Ville-Marie, Suite 2101
Montreal, QC, Canada H3B 2C6
Facsimile : (514) 875-8424
Email : gkandestin@kklex.com
Counsel to the Monitor

In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, telecopier or email and any other notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. All such notices and communications shall be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, at the time of delivery or, if delivered after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and, in the case of notice mailed

as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed. The unintentional failure by the Debtors or the Monitor to give notice under the Order relative to the Filing of the Plan and the Creditors' Meeting shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

- b) Any notices or communications to be made or given hereunder to the Creditors by the Monitor or the Debtors shall be made by email, by ordinary mail, by registered mail, by telecopier or by courier, to the email address, civic address or facsimile number specified by this Creditors in its Proof of Claim, or in any further written change of address notification given to the Monitor. The Creditor shall be deemed to have received any document sent under the Plan four Business Days after the document has been sent by ordinary or registered mail and the same Business Day when the document has been delivered by courier or sent by email or facsimile.

9.8 Severability of Plan Provisions

If the Court find any term or provision of this Plan to be invalid, void or unenforceable, the Court, at the request of the Debtors, shall have the power to either (i) sever such term or provision from the Plan and provide the Debtors with the option to proceed with the implementation of the remainder of this Plan on the Plan Implementation Date, or (ii) alter or interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such severing, holding, alteration or interpretation, and provided the Debtors proceed with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such severing, holding, alteration or interpretation.

9.9 Further Assurances

Notwithstanding that the transactions and events set forth in this Plan shall occur and be deemed to occur in the order set forth herein without any additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and executed at the cost of the requesting party, all such further measures, acts, deeds, agreements, transfers, instruments or, documents as may reasonably be required by the Debtors in order to better implement this Plan.

9.10 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

9.11 Successors and Assigns

This Plan shall be binding upon heirs, administrators, executors or liquidators, legal personal representatives, successors, assigns and permitted assigns of any Person named or referred to in, or subject to, this Plan.

Executed as of February 6^h, 2015.

[official French version is executed]

BÉTON BRUNET LTÉE

By : _____
Bernard Brunet, president

**7507852 CANADA INC. (doing business
as Next Polymers)**

By : _____
Bernard Brunet, president

**GESTIONS R.C.F.L. INC. (doing business
as Produits de béton Soulanges)**

By : _____
Bernard Brunet, president

**LES PRODUITS DE BÉTON CASAUBON
INC.**

By : _____
Bernard Brunet, president

DISTRIBUTION BRUNET INC.

By : _____
Bernard Brunet, president

BÉTON BRUNET 2001 INC.

By: _____
Bernard Brunet, president

**7956517 CANADA INC. (doing business
as Industries B&X)**

By: _____
Bernard Brunet, president

635851 CANADA INC.

By : _____
Bernard Brunet, president

9127-8379 QUÉBEC INC.

By : _____
Bernard Brunet, president

7507917 CANADA INC.

By : _____
Bernard Brunet, president