

UNOFFICIAL TRANSLATION<sup>1</sup>

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
COMMERCIAL DIVISION

(Sitting as Tribunal designated under the  
*Companies' Creditors Arrangement Act*, R.S.C.  
1985, c. C-36)

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N°: 500-11-047820-143

**IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended:**

**BÉTON BRUNET LTÉE;**

and

**7507852 CANADA INC. (doing business under the name Next Polymers);**

and

**GESTIONS R.C.F.L. INC. (doing business under the name Produits de béton Soulanges);**

and

**LES PRODUITS DE BÉTON CASAUBON INC.;**

and

**DISTRIBUTION BRUNET INC.;**

and

**BÉTON BRUNET 2001 INC./BRUNET CONCRETE 2001 INC.;**

and

**7956517 CANADA INC. (doing business under the name Industries B&X);**

and

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<sup>1</sup> This document is an unofficial translation of the official French version of the Filing of the Plan of Arrangement and Creditors' Meeting Order. In case of discrepancies, the French version shall prevail.

**6353851 CANADA INC.;**

and

**9197-8379 QUÉBEC INC.;**

and

**7507917 CANADA INC.;**

**Debtors-Petitioners**

and

**BANQUE HSBC CANADA INC.;**

and

**ERNST & YOUNG INC. (Mister Martin P. Rosenthal, CPA, CA, CIRP);**

and

**7956592 CANADA INC.;**

and

**U.S. CONSTRUCTION SUPPLY CORP.;**

and

**CONCRETE PRODUCTS OF THE PALM BEACHES, INC.;**

and

**BERNARD BRUNET;**

and

**LES ÉQUIPEMENTS BÉTON BRUNET 2001 INC.**

and

**GROUPE BÉTON BRUNET 2001 INC.**

and

**7507895 CANADA INC.**

**Mises-en-cause**

and

**RAYMOND CHABOT INC. (Jean Gagnon,  
CPA, CA, CIRP);**

**Monitor**

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**FILING OF THE PLAN OF ARRANGEMENT AND CREDITORS'  
MEETING ORDER**

(Sections 4, 9, 11 and 22 of the Companies' Creditors Arrangement Act (R.S.C. 1985, c. C-36) (the "CCAA"))

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Considering the *Amended Motion to Obtain a Second Extension of the Stay of Proceedings, Raise the Amount [...] of the Administrative Charge, Grant a Critical Suppliers Charge, Authorize the Filing of a Plan of Arrangement, Establish a Procedure for the Creditors' Meeting and Other Orders* (the "**Motion**") presented by the Debtors-Petitioners (the "**Debtors**") under the CCAA, the attached Schedules thereof, the affidavit of Bernard Brunet in support thereof, and the submissions of counsel present during the hearing;

**THE COURT:**

**Service**

1. **DECLARES** that the Debtors have given sufficient prior notice of the presentation of this Petition to interested parties;

**Definitions**

2. **DECLARES** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
  - (a) "**Additional Charge of HSBC to Guarantee the Excess Margin Deficit**" has the meaning given in the Order Relative to a Second Extension of the Stay of Proceedings and Other Conclusions and, as the case may be, any subsequent Order;
  - (b) "**Administrative Charge**" has the meaning given in the Initial Order and, as the case may be, any subsequent Order;
  - (c) "**Affected Claim**" means any Claim other than an Unaffected Claim;
  - (d) "**Affected Creditor**" means a Creditor having an Affected Claim, but only to the extent of this Affected Claim;

- (e) “**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);
- (f) “**Chair**” shall have the meaning ascribed to such term in paragraph 16;
- (g) “**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 Deficit (“*Charge additionnelle de HSBC pour garantir le Déficit de margination excédentaire*”), Polymer’s Critical Supplier’s Charge (“*Charge des fournisseurs essentiels de Polymères*”), HSBC’s Charge on Specified Goods Given as Additional Guarantee (“*Charge de HSBC sur les Biens donnés en garantie supplémentaire*”) and, as the case may be, any other charge granted by the Court as part of these CCAA proceedings;
- (h) “**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) 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;
- (i) “**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;
- (j) “**Court**” means the Superior Court of Quebec (Commercial Division) sitting in the CCAA Proceedings;
- (k) “**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 from the Claim with regards to the Claim of the Person resulting from an Excluded Claim;
- (l) “**Creditors’ Meeting**” means the meeting of Affected Creditors convened for the purpose of voting on the Plan as may be adjourned or rescheduled by the Debtors, in accordance with the Filing of the Plan of Arrangement and Creditors’ Meeting Order;

- (m) “**Designated Newspapers**” means La Presse, The Gazette and The Globe and Mail;
- (n) “**Determination Date**” means November 28th, 2014;
- (o) “**Director’s Charge**” (“*Charge des Administrateurs*”) has the meaning given in the Initial Order and, as the case may be, any subsequent Order;
- (p) “**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;
- (q) “**Equity Claim**” has the meaning ascribed in the definition contained in the LCAA;
- (r) “**Excluded Claim**” means (i) any Claim secured by a Charge Pursuant to the CCAA and (ii) any Post-Filing Claim.
- (s) “**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;
- (t) “**Excluded Employee Claim**” means the Claim from an employee at the service of a Debtor at the Plan Implementation Date, as defined in the Plan, including, for better clarity, an employee who is subject to a temporary layoff and who is called back before the First Distribution Date;
- (u) “**HSBC’s Charge on Specified Goods Given as Additional Guarantee**” has the meaning given in the Order Relative to a Second Extension of the Stay of Proceedings and Other Conclusions and, as the case may be, any subsequent Order;
- (v) “**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 Restructuring Claim;
- (w) “**Meeting Materials**” shall have the meaning ascribed to such term in paragraph 5 of the present Order;
- (x) “**Monitor**” means Raymond Chabot Inc., in its capacity as Court-appointed monitor pursuant to the Initial Order;
- (y) “**Notice of Dispute**” means the motion for appeal filed in conformity with paragraph 7.2 of the Claims Process Order;
- (z) “**Notice of Revision or Disallowance**” has the meaning given in the Claims Process Order;
- (aa) “**Notice to Creditors**” shall have the meaning ascribed to such term in subparagraph 5(a) of the this Order;

- (bb) **“Order Relative to a Second Extension of the Stay of Proceedings and Other Conclusions”** means the order rendered on February 3, 2015 extending the stay of proceedings until February 27, 2015;
- (cc) **“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.;
- (dd) **“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 entity;
- (ee) **“Plan”** means the Joint Plan of Compromise and Arrangement of the Debtors in accordance with the provisions of the CCAA, communicated as exhibit R-1 in support of the Motion, as it may be amended from time to time by the Debtors only;
- (ff) **“Polymer’s Critical Suppliers Charge”** has the meaning given in the Order Relative to a Second Extension of the Stay of Proceedings and Other Conclusions;
- (gg) **“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 will 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, or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;
- (hh) **“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 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;
- (ii) **“Proxy”** is a document substantially in the form of a Proxy Form;
- (jj) **“Proxy Form”** is a document substantially in the form as that in Schedule A attached hereto;
- (kk) **“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;

- (ll) **“Restructuring Claim”** means any right of any Person against the Debtors in relation to any debts or obligations owed to this Person and arising from the restructuring, resiliation (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 resiliation (disclaimer) or termination from the Debtors; provided, however, that a Restructuring Claim cannot include an Excluded Claim;
- (mm) **“Secured Claim”** means the Claim of a Secured Creditor, up to the value of the assets of the Debtors subject to the security of this Secured Creditor;
- (nn) **“Secured Creditor”** has the meaning given to this expression in the CCAA, but only to the extent that the hypothec, collateralization, charge, pledge, privilege, priority or any other security interest on the Debtors’ 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 will be deemed an unsecured creditor as defined in the CCAA;
- (oo) **“Unaffected Claims”** means the Excluded Claims, the Secured Claims, the Excluded Employee Claims and the Intercompany Claims;
- (pp) **“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 in respect of which the Monitor, together with the Debtors, have determined that it was not reasonably possible to assign a value for voting purposes only;
- (qq) **“Voting Form”** means a document substantially in the form as that in Schedule B attached hereto. The provisions of paragraph 2.5 of the Plan will apply to avoid duplication of the Voting Claims;

### **Filing of the Plan**

- 3. **AUTHORIZES** the filing of the Plan under the CCAA and **DECLARES** that the Debtors are authorized to submit it for the Creditors’ approval at the Creditors’ Meeting;
- 4. **APPROVES** that the “Affected Creditors” be part of only one class under the Plan for voting and distribution purposes;

### **Notice of the Creditors’ Meeting**

- 5. **ORDERS** that on or before February 6, 2015, the Monitor publishes on its website the following documents (collectively the **“Meeting Materials”**):
  - a. A notice of the Creditors’ Meeting (including a notice of the intended presentation of the motion to sanction the Plan on February 27, 2015, if the Plan is accepted by

the Required Majority of Affected Creditors), substantially in the form of the notice attached hereto in Schedule C (the “**Notice to Creditors**”);

- b. The Plan;
  - c. Its report on the Plan containing, notably, its recommendation to the Affected Creditors concerning the approval of the Plan;
  - d. A copy of the Proxy Form and Voting Form; and
  - e. A copy of this Order;
6. **ORDERS** that, no later than February 6, 2015, the Monitor send, by regular mail, a copy of the Notice to Creditors, the Proxy Form and the Voting Form to each Creditor which filed a Claim in compliance with the Claims Process Order;
7. **ORDERS** that the Notice to Creditors be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order and, in any case, no later than February 9, 2015;
8. **ORDERS** that the publication and mailings made pursuant to paragraphs 5 to 7 of this Order shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or to be present in person or by proxy at the Creditors’ Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

### **Creditors’ Meeting**

9. **DECLARES** that the Monitor is hereby authorized to call, hold and conduct the Creditors’ Meeting on February 26, 2015, in Montréal, Québec for the purpose of considering and, if appropriate, approving the Plan, unless the Debtors decide to adjourn the Creditors’ Meeting to a later date;
10. **DECLARES** that the only Persons entitled to attend and speak at the Creditors’ Meeting are Creditors with Voting Claims, their legal representatives and their Proxy holders, representatives of the Debtors, members of the boards of directors of the Debtors and their representatives, representatives of the Monitor, the Chair and their respective legal and financial advisors. Any other Person may be admitted to the Creditors’ Meeting on invitation by the Chair;
11. **ORDERS** that any proxy which any Creditor wishes to submit in respect of the Creditors’ Meeting (or any adjournment thereof) must be substantially in the form of the Proxy Form and Voting Form (or to any such other form acceptable to the Monitor or the Chair) and be received by the Monitor before the beginning of the Creditors’ Meeting;

12. **DECLARES** that any Creditor that named the Monitor as its authorized representative in its Proxy will be deemed to have voted in favour of the approval of the Plan, unless otherwise indicated in its Voting Form;
13. **DECLARES** that the quorum required at the Creditors' Meeting shall be one Creditor having a Voting Claim present at such meeting in person or by Proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;
14. **DECLARES** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with Voting Claims and their Proxy holders. Each Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim as determined in accordance with this Order. A Creditor's Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole lower Canadian dollar amount;
15. **ORDERS** that the results of any vote conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting;
16. **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. The Debtors and any Creditor may appeal from any decision of the Chair to the Court, by sending previous notice in writing to the Debtors' counsel, the Monitor and the Monitor's counsel as per paragraph 24 of the present Order before the hearing on the sanction of the Plan on February 27, 2015;
17. **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote with respect to the Plan as he deems appropriate;
18. **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
19. **ORDERS** that if the Creditor appeals the Notice of Revision or Disallowance, or if the Claim is not liquidated before the date of the Creditors' Meeting, the Monitor, together with the Debtors, shall determine if it is reasonably possible to attribute, for the voting purposes only, a value to the Claim;
20. **ORDERS** that the Monitor shall be directed to tabulate the votes cast at the Creditors' Meeting called to consider the Plan in accordance with this Order and shall report to the Court at the sanction hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to paragraph [19] hereof had on the outcome of the votes cast at the Creditors' Meeting;

#### **Notice of Transfers**

21. **ORDERS** that, for voting purposes at the Creditors' Meeting, if a Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee

delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, not later than February 19, 2015, or such later time that the Monitor may agree to, such transferee's or assignee's name be included on the list of Creditors entitled to vote, either in person or by Proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor;

22. **ORDERS** that, for distribution purposes to be effected pursuant to the Plan, if a Creditor transfers or assigns the whole of its Claim to another Person after February 19, 2015, neither the Debtors, nor the Monitor shall be obligated to deal with the transferee or assignee of the Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ten (10) Business Days prior to any distribution under the Plan;
23. **ORDERS** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Debtors shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

### **Notices and Communications**

24. **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Debtors shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:

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*Counsel for the Monitor*

25. **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

**Aid and Assistance of Other Courts**

26. **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

**Sanction of the Plan by the Court**

27. **AUTHORIZES** the Debtors, if the Plan is accepted by the Required Majority of Affected Creditors, to present a motion in order to obtain the sanction of the Plan on February 27, 2015;

**General Provisions**

28. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;

29. **DECLARES** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
30. **ORDERS** the provisional execution of this Order notwithstanding appeal;
31. **THE WHOLE** without costs.

February 3, 2015

[Official French version signed]

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The Honourable Louis Gouin, j.c.s.