

Unofficial Translation¹

CANADA
PROVINCE OF QUÉBEC
MONTRÉAL DISTRICT

SUPERIOR COURT
COMMERCIAL DIVISION

(Sitting as designated Court pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
1985, c. C-36)

N° : 500-11-047820-143

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

BÉTON BRUNET LTÉE;

and

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

and

GESTIONS R.C.F.L. INC. (doing business as 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 as Industries B&X);

and

6353851 CANADA INC.;

and

9197-8379 QUÉBEC INC.;

¹ This document is an unofficial office translation of the official French version of the Claims Procedure Order. In case of discrepancies, the French version shall prevail.

and

7507917 CANADA INC.;

Debtors/Petitioners

and

HSBC BANK CANADA INC.;

and

**ERNST & YOUNG INC. (Mr. 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;

Mis en cause

and

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

Monitor

CLAIMS PROCEDURE ORDER

(Articles 9, 11 and following of the *Companies' Creditors Arrangement Act* (R.S.C.
1985, c. C-36))

HAVING READ the Debtors/Petitioners' (the "**Petitioners**") petition for orders establishing a procedure for the identification, filing, resolution and barring of claims against the Petitioners,

the attached Schedules thereof, the affidavit in support thereof (the "**Petition**"), and the submissions of counsel for the Petitioners.

THE COURT:

Service

1. **DECLARES** that the Petitioners has 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:
 - 2.1 "**Business Day**" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
 - 2.2 "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - 2.3 "**CCAA Proceedings**" means the proceedings in respect of the Petitioners before the Court commenced pursuant to the CCAA;
 - 2.4 "**Claim**" means any right of any Person against the Petitioners in connection with any indebtedness or obligation of any kind of the Petitioners, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date, ii) any Equity claim and iii) any claim which would constitute a claim under the CCAA as at the Determination Date. A Claim shall include, without limitation, a) any Unaffected Claim, or b) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
 - 2.5 "**Claim against the Directors and Officers**" means a claim as defined in paragraph 11.03(1) of the CCAA;
 - 2.6 "**Claim against the Other Brunet Parties**" of a Creditor means Claims for which one or more of the Other Brunet Parties are or may be responsible in whole or in part, in their capacity as guarantor of the Petitioners or otherwise, but, for greater clarity, excluding any claim of any Creditor against the Others Brunet Parties for any obligation unrelated to Claims;
 - 2.7 "**Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties Bar Date**" means 5:00 p.m. (Montréal time) on January 21, 2015 or, for a Creditor with a Restructuring Claim, the latest of (a) 5:00 pm

(Montréal time) on January 21, 2015 and (b) thirty (30) days after the date of receipt by the Creditor of a notice from the Petitioners giving rise to the Restructuring Claim, it being understood that at no time shall such a notice from the Petitioners be sent to the Creditor less than 45 days before the date of the first Creditors' Meeting;

- 2.8 "**Court**" means the Québec Superior Court;
- 2.9 "**Creditor**" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- 2.10 "**Creditors' Instructions**" means the instructions for Creditors, including a Proof of Claim, an Instruction Letter explaining how to complete same, and a copy of this Order;
- 2.11 "**Creditors' List**" means a list of all Known Creditors;
- 2.12 "**Creditors' Meeting**" means any meeting of the Petitioners' Creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;
- 2.13 "**Designated Newspapers**" means La Presse, The Gazette and The Globe and Mail;
- 2.14 "**Determination Date**" means November 28, 2014;
- 2.15 "**Equity Claim**" has the meaning ascribed thereto in the definition contained in the CCAA;
- 2.16 "**Excluded Claim**" means (i) any claim secured by the Administration Charge ("*Charge d'administration*"), the Additional Charge of HSBC to Guarantee the Excess Margin Deficit ("*Charge additionnelle de HSBC pour garantir le Déficit de margination excédentaire*"), the Directors' Charge ("*Charge des Administrateurs*") (as defined in the Initial Order), and any other claims secured by any other charges that may be ordered by the Court and (ii) any right of any Person against the Petitioners in connection with any indebtedness or obligation of any kind which came into existence on or after the Determination Date and any interest thereon, including any obligation of the Petitioners toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioners after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;
- 2.17 "**Excluded Creditor**" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- 2.18 "**Initial Order**" means the order of this Court made on November 28, 2014 under the CCAA, as amended from time to time;

- 2.19 "**Instruction Letter**" means the notice of this Order and instruction to Creditors in a document substantially in the form of Schedule C hereto;
- 2.20 "**Known Creditor**" means a Creditor whose Claim is included in the books and records of the Petitioners';
- 2.21 "**Monitor**" means Raymond Chabot Inc., acting in its capacity as monitor pursuant to the Initial Order;
- 2.22 "**Newspaper Notice**" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph 3, which shall set out the Claims, Claims against the Directors and the Officers and Claims against the Other Brunet Parties Bar Date and the Creditors' Instructions, being substantially in the form of Schedule B hereto;
- 2.23 "**Notice of Revision or Disallowance**" means the notice referred to in subparagraph 7(a) hereof, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim, Claim against the Directors and the Officers or Claim against the Other Brunet Parties set out in its Proof of Claim and setting out the reasons for such revision or disallowance;
- 2.24 "**Other Brunet Parties**" means the parties listed in Schedule A hereto;
- 2.25 "**Person**" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 2.26 "**Plan**" means a plan of compromise or arrangement filed or to be filed by the Petitioners pursuant to the CCAA, as such plan may be amended or supplemented from time to time by the Petitioners;
- 2.27 "**Proof of Claim**" means the form of Proof of Claim for Creditors referred to in paragraphs 6 and 7 hereof, in the form of Schedule D hereto;
- 2.28 "**Proven Claim**" means the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;
- 2.29 "**Publication Date**" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- 2.30 "**Restructuring Claim**" means any right of any Person against the Petitioners in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, on or after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioners; provided however, that a Restructuring Claim may not include an Excluded Claim;
- 2.31 "**Unaffected Claim**" shall have the meaning ascribed to such term in the Plan;

Notification Procedure

3. **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than December 12, 2014;
4. **ORDERS** that the Monitor shall publish on its website at on or before 5:00 p.m. on December 12, 2014 (Montréal time), a copy of the Creditors' List, of the Creditors' Instructions and of the present Order;
5. **ORDERS** that, in addition to the publication referred to in paragraph 3, the Monitor shall send, by regular mail, a copy of the Creditors' Instructions to each Known Creditor no later than 5:00 p.m. (Montréal time) on December 12, 2014;

Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties Bar Date

6. **ORDERS** that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties Bar Date i) shall not be entitled to any further notice, ii) shall be forever barred from pursuing a Claim against the Petitioners and against the Other Brunet Parties, iii) shall not be entitled to participate as a Creditor in these proceedings, iv) shall not be entitled to vote on any matter in these Proceedings, including the Plan, v) shall not be entitled to file a Claim against the Petitioners or the Other Brunet Parties, or vi) shall not be entitled to receive a distribution under the Plan;
- 6.1 **DECLARES** that the effects provided for at paragraph 6 of this Order on a Creditor holding a Claim against the Other Brunet Parties which failed to file its Proof of Claim at the Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties Bar Date will not be applicable to its Claim against the Other Brunet Parties in the event that the CCAA proceedings of all the Brunet Debtors [Petitioners] end without the approval of the applicable Creditors and of the Court of a plan of arrangement providing for the compromise or release of the Claims against the Other Brunet Parties;

Procedure for Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties

7. **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims, Claims against the Directors and Officers and Claims against the Other Brunet Parties Bar Date:
 - 7.1 the Monitor, together with the Petitioners, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance by mail, fax, courier or other means of electronic communication;
 - 7.2 the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) days of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioners and the Monitor;

- 7.3 unless otherwise authorized by this Court, if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim, its Claims against the Directors and Officers and/or its Claims against the Other Brunet Parties as set out in the Notice of Revision or Disallowance;

Notices and Communications

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

Alain N. Tardif and Jocelyn T. Perreault
McCARTHY TÉTRAULT LLP.
1000, De La Gauchetière Street West, suite 2500
Montréal, QC, Canada H3B 0A2
Emails : atardif@mccarthy.ca and jperreault@mccarthy.ca
Attorneys for the Petitioners and the Mis en Cause Brunet

Jean Gagnon et Guillaume Landry
RAYMOND CHABOT INC.
National Bank Tower
600, De La Gauchetière Street West, Suite 2000
Montréal, QC, Canada H3B 4L8
Emails : gagnon.jean@rcgt.com and landry.guillaume@rcgt.com
Monitor

Gerald F. Kandestin
KUGLER KANDESTIN, LLP
1, Place Ville-Marie, Suite 2101
Montreal, QC, Canada H3B 2C6
Email: gkandestin@kklex.com
Attorneys for the Monitor

9. **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

10. **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;

General Provisions

11. **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date;
12. **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;
13. **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;
14. **ORDERS** the provisional execution of this Order notwithstanding appeal;

THE WHOLE without costs.

December 10, 2014

Honorable Louis Guoin, s.c.j.

SCHEDULE A

SCHEDULE A : OTHER BRUNET PARTIES

Brunet Mis en Cause:

BERNARD BRUNET;

7956592 CANADA INC.;

U.S. CONSTRUCTION SUPPLY CORP.;

CONCRETE PRODUCTS OF THE PALM BEACHES, INC.;

Others:

Groupe Béton Brunet 2001 Inc.;

Les Équipements Béton Brunet 2001 Inc.;

7956509 Canada Inc.;

7507925 Canada Inc.;

Les Distributions d'Aqueduc Inc.;

3965198 Canada Inc.;

8594180 Canada Inc.;

BBG Corp.;

Les Bétons G. & R. Inc.;

FPS Brunet Inc.;

Fabric-Action Mécanique Inc.

SCHEDULE B

CANADA
PROVINCE OF QUEBEC
DISTRICT OF: 01-MONTREAL
COURT NO. : 500-11-047820-143
OFFICE NO: 144029-001

SUPERIOR COURT
« Companies' Creditors Arrangement Act »
(LRC 1985, ch.C-36) »

IN THE MATTER OF THE
ARRANGEMENT OR COMPROMISE 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./BRUNET CONCRETE 2001
INC., 7956517 CANADA INC. (DOING BUSINESS
AS INDUSTRIES B&X), 6353851 CANADA INC.,
9197-8379 QUÉBEC INC. AND 7507917 CANADA
INC.**

Legal persons having their principal place of business at 1625
Monseigneur-Langlois Blvd., in the city of Salaberry-de-
Valleyfield, Province of Quebec, J6S 1C2.

Debtor Companies

**NOTICE OF A CLAIMS PROCEDURE ORDER
AND INSTRUCTIONS TO THE CREDITORS**

Notice is hereby given that an Order was rendered on December 10, 2014 under which the Court ordered the Monitor to send Proof of Claim forms to the known creditors of the Debtor Companies. Any person who has not received such a Proof of Claim form and who believes that it holds a Claim against any of the Debtor Companies which arose on or prior to November 27, 2014, or that it holds a Claim which arose after November 27, 2014 as a result of the restructuring, repudiation or termination of any contract, lease, employment, agreement or other agreement, whether unliquidated or contingent, **against the Debtor Companies, against parties related to the Debtor Companies as listed in Schedule A, available on the Monitor's website, for such Claims that parties related to the Debtor Companies are or could be liable for, in whole or in part, in their capacity as guarantor of the Petitioners or otherwise (but, for greater clarity, excluding any claim of any Creditor against the parties related to the Debtor Companies for any obligation not related to a Claim), or against the directors and officers of the Debtor Companies, with respect to the obligations of the Debtor Companies,** should send a duly completed Proof of Claim to the Monitor to be received no later than 5:00 p.m. (EDT) on January 21, 2015 (the "Claims Bar Date"). The Proof of Claim must, among other things, specify if the Claim also encompasses another party related to the Debtor Companies or the directors and/or officers of the Debtor Companies.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL FOREVER BE BARRED AND EXTINGUISHED.

The Proof of Claim form, a guide on how to complete the Proof of Claim form, Schedule A and all the documents relating to the restructuring of the Debtor Companies are available on the website of the Monitor at <http://raymondchabot.com/en/public-records/beton-brunet-ltee-et-als> .

If you require further information, please communicate with Mr. Guillaume Landry by phone at 514 393-4275 or by fax at 514 878-2100.

Dated in Montreal, this 11th day of December 2014.

RAYMOND CHABOT INC.
Monitor

National Bank Tower
600, de La Gauchetière Street West, Suite 2000
Montreal (Quebec) H3B 4L8
Phone: 514 879-1385
Fax: 514 878-2100

SCHEDULE C

CANADA
PROVINCE OF QUEBEC
DISTRICT OF: 01-MONTREAL
COURT NO. : 500-11-047820-143
OFFICE NO: 144029-001

SUPERIOR COURT
« Companies' Creditors Arrangement Act »
(LRC 1985, ch.C-36) »

IN THE MATTER OF THE
ARRANGEMENT OR COMPROMISE 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./BRUNET CONCRETE 2001
INC., 7956517 CANADA INC. (DOING BUSINESS
AS INDUSTRIES B&X), 6353851 CANADA INC.,
9197-8379 QUÉBEC INC. AND 7507917 CANADA
INC.

Legal persons having their principal place of business at 1625
Monseigneur-Langlois Blvd., in the city of Salaberry-de-
Valleyfield, Province of Quebec, J6S 1C2.

Debtor Companies

**NOTICE OF A COURT ORDER REGARDING A CLAIMS PROCEDURE AND
INSTRUCTIONS TO THE CREDITORS**

Notice is hereby given that an Order was rendered on December 10, 2014 under which the Court ordered the Monitor to send Proof of Claim forms to the known creditors of the Debtor Companies. Any person who believes that it holds a Claim against any of the Debtor Companies which arose on or prior to November 27, 2014, or that it holds a Claim which arose after November 27, 2014 as a result of the restructuring, repudiation or termination of any contract, lease, employment, agreement or other agreement, whether unliquidated or contingent against the Debtor Companies, against parties related to the Debtor Companies as listed in Schedule A, available on the Monitor's website, for such Claims that parties related to the Debtor companies are or could be liable for, in whole or in part, in their capacity as guarantor of the Petitioners or otherwise (but, for greater clarity, excluding any claim of any Creditor against the related parties for any obligation of not related to the Claims), or against the directors and officers of the Debtor Companies, with respect to the obligations of the Debtor Companies should send a duly completed Proof of Claim to the Monitor to be received no later than 5:00 p.m. (EDT) on January 21, 2015 (the "Claims Bar Date"). The Proof of Claim must, among other things, specify if the Claim also encompasses another related party to the Debtor Companies or the directors and/or officers of the Debtor Companies.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL FOREVER BE BARRED AND EXTINGUISHED.

You will find attached hereto a Proof of Claim form and a guide on how to complete the Proof of Claim form. The Proof of Claim form and all the documents relating to the restructuring of the Debtor Companies are available on the website of the Monitor at <http://raymondchabot.com/en/public-records/beton-brunet-ltee-et-als>.

If you require further information, please communicate with the Mr. Guillaume Landry by phone at 514 393-4275 or by fax at 514 878-2100.

Dated in Montreal, this 11th day of December 2014.

RAYMOND CHABOT INC.
Monitor

National Bank Tower
600, de La Gauchetière Street West, Suite 2000
Montreal (Quebec) H3B 4L8
Phone: 514 879-1385
Fax: 514 878-2100

SCHEDULE D

CANADA
PROVINCE OF QUEBEC
DISTRICT OF: 01-MONTREAL
COURT NO. : 500-11-047820-143
OFFICE NO: 144029-001

SUPERIOR COURT
« *Companies' Creditors Arrangement Act* »
(LRC 1985, ch.C-36) »

IN THE MATTER OF THE
ARRANGEMENT OR COMPROMISE 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./BRUNET CONCRETE 2001
INC., 7956517 CANADA INC. (DOING BUSINESS
AS INDUSTRIES B&X), 6353851 CANADA INC.,
9197-8379 QUÉBEC INC. AND 7507917 CANADA
INC.**

Legal persons having their principal place of business at 1625
Monseigneur-Langlois Blvd., in the city of Salaberry-de-
Valleyfield, Province of Quebec, J6S 1C2.

Debtor Companies

PROOF OF CLAIM

The completed Proof of Claim together with supporting documents must be received by Raymond Chabot Inc. no later than 5:00 p.m. (EDT) on January 21, 2015 by mail, courier or fax at the following address:

RAYMOND CHABOT INC.,
Monitor of the business and financial affairs of the Debtor companies
Attention: Jean Gagnon, CPA, CA, CAIRP
National Bank Tower
600 de La Gauchetière Street West, Suite 2000
Montréal (Quebec) H3B 4L8
Fax : 514 878-2100

A. PARTICULARS OF CREDITOR

- 1. Full legal name of creditor: _____ (the "Creditor").
- 2. Full mailing address of the Creditor: _____

- 3. Telephone number of Creditor: _____
- 4. Fax number of Creditor: _____
- 5. E-mail address: _____
- 6. Contact person: _____

B. PROOF OF CLAIM

I, *(name of Creditor or representative of the Creditor)* _____, hereby certify that I am a creditor of *(check as appropriate)* :

- Erreur! Aucune variable de document fournie.**ltée (also doing business as BBC Infrastructures, SSS, Société de services en signalisation SSS et les Entreprises G. Desjardins)
- 7507852 Canada Inc., doing business as "Next Polymers"
- Gestion R.C.F.L. Inc., doing business as "Produits de Béton Soulanges"
- Les produits de béton Casaubon Inc.
- Distribution Brunet Inc. (also doing business as Western Construction Products)
- Béton Brunet 2001 Inc.
- 7956517 Canada Inc., doing business as "Industries B&X"
- 6353851 Canada Inc.
- 9197-8379 Québec Inc.
- 7507917 Canada Inc.

and I am aware of all circumstances surrounding the Claim referred to herein

Note: A Creditor who holds different Claims against different Debtor Companies must file a distinct Proof of Claim for each Claim.

C. NATURE OF CLAIM:

(check and complete appropriate category)

A. UNSECURED CLAIM IN THE AMOUNT OF CA\$ _____
In respect of this debt, the Creditor does not hold any assets of the Debtor companies as security;

B. SECURED CLAIM IN THE AMOUNT OF CA\$ _____
In respect of this debt, the Creditor holds assets of the Debtor companies valued at CA\$ _____ as security, particulars of which are as follows;
(Give full particulars of the security, including the date on which the security was given and attach a copy of the security documents):

PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the Creditor's claim are attached.
A DETAILED, COMPLETE STATEMENT OF ACCOUNT MUST BE ATTACHED TO THE PROOF OF CLAIM.
PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING
AMOUNT, DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S) GIVING RISE TO THE CLAIM.

D. CLAIM AGAINST THE DIRECTORS AND OFFICERS

The Claim referred to in Section B and C also engages the liability of the Directors and Officers of the relevant Debtor Company

Description of the Claim	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

E. CLAIM AGAINST THE OTHER BRUNET PARTIES

The claim referred to in Section B and C also engages the liability of one or several "Other Brunet Parties" described in Schedule A, in whole or in part, as guarantor of the relevant Debtor Company or otherwise (but, for greater clarity, excluding all claims of any Creditor against the Other Brunet Parties for any obligations not related to a Claim).

(Please specify the entity and the amount):

Other Brunet Parties	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Provide complete details regarding the alleged liability of each Other Brunet Party, and enclose all support documentation in connection with such Claim against the Other Brunet Parties)

F. FILING OF CLAIM

Creditors who fail to file a Proof of Claim and documentation in support thereof, as directed, before **January 21, 2015**, shall not be entitled to any further notice, shall not be entitled to participate in the present proceedings as Creditor, shall be barred from receiving a distribution in respect of such Claim and shall be barred from seeking payment of said Claim from the Debtor Companies, any director or officer of the Debtor Companies or any Other Brunet Party.

DATED at _____ this _____ day of _____.

(Signature of Witness)

(Signature of individual completing this form)

(Please print name)

(Please print name)