

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-04554-132
DATE: November 19, 2013

PRESIDING : THE HONOURABLE JEAN-YVES LALONDE, J.S.C.

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

PROSEP INC.

Debtor/Petitioner

-and-

KPMG INC.

Monitor

CLAIMS AND MEETING PROCEDURE ORDER

SEEING the *Motion for the Issuance of a Claims and Meeting Procedure Order* (the "**Motion**") of ProSep Inc. (the "**Petitioner**"), the affidavit and exhibits filed in support thereto, the Third Report of KPMG Inc. (the "**Monitor**") and the submissions of counsel;

GIVEN the provisions of the Initial Order issued by this Court in this matter on October 28, 2013;

GIVEN the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

THE COURT:

1. **GRANTS** the Motion;
2. **ISSUES** this Order divided under the following headings:
 - (a) Service;
 - (b) Definitions;
 - (c) Stay of Proceedings;
 - (d) Claims Process;

- (e) CCAA Plan;
- (f) Creditors Meeting;
- (g) Notice and Communication;
- (h) Sanction Hearing;
- (i) Aid and Assistance of other Courts; and
- (j) General.

SERVICE

3. **ORDERS** that the Motion is properly presentable today and that the time for service of the Motion herein be and is hereby abridged;

DEFINITIONS

4. **ORDERS** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
- (a) **"CCAA Plan"** means the plan of compromise filed by the Petitioner as Exhibit R-2 to the Motion and appended as Schedule "I" hereto, together with the Schedules thereto, as it may be amended, varied or supplemented by the Petitioner from time to time, in accordance with its terms;
 - (b) **"CCAA Proceedings"** means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
 - (c) **"Chair"** shall have the meaning ascribed to such term in paragraph 23 hereof;
 - (d) **"Claim"** means any right or claim of any Person against the Petitioner, a Director or an Officer (as a result of such Director's or Officer's position, supervision, management or involvement as a Director or Officer of the Petitioner), whether asserted or not, in connection with any indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety, warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (legal, statutory, equitable, fiduciary or otherwise), any right of ownership or title to property, employment, contract, a trust or deemed trust, howsoever created, any claim made or asserted against the Petitioner through any affiliate, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any interest accrued thereon or costs payable in respect thereof, as well as any claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the Bankruptcy and Insolvency Act and shall include, without

limitation, any Restructuring Claim, provided however, that in no case a Claim shall include an Excluded Claim;

- (e) "**Claims Bar Date**" means December 9, 2013 at 5:00 p.m. Eastern Time or, for creditors with Restructuring Claims arising after November 22, 2013, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement or renegotiation thereof, as the case may be;
- (f) "**Claims Package**" means the document package which shall include French and English versions of the Notice of the Claims Process, the Proof of Claim Form, the Creditors' Instructions and such other materials as the Monitor and the Petitioners consider necessary or appropriate;
- (g) "**Claims Process**" means the process by which all Claims against the Petitioner are identified and assessed, and subsequently resolved or adjudicated in accordance with the procedure set forth herein;
- (h) "**Court**" means the Québec Superior Court (Commercial Division) for the district of Montreal;
- (i) "**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 include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- (j) "**Creditors' Instructions**" means the instructions letter for Creditors substantially in the form attached hereto as Appendix "C" regarding the completion of a Proof of Claim Form;
- (k) "**Creditors' List**" means a list of all Known Creditors;
- (l) "**Creditors' Meeting**" means the meeting of the Petitioner's Creditors to be convened on December 16, 2013 for the purposes of voting on the Plan, subject to any adjournment or other rescheduling thereof, or further order of this Court;
- (m) "**Designated Newspapers**" means the Globe and Mail (National Edition), the Gazette and La Presse;
- (n) "**Filing Date**" means October 28, 2013;
- (o) "**Director**" means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, a director of the Petitioner;
- (p) "**Excluded Claim**" means (i) any Claim secured by the CCAA Charges (ii) Post-Filing Trade Payables (as such term is defined in the CCAA Plan), and (iii) any other Claim ordered by the Court to be treated as an Excluded Claim;
- (q) "**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 CCAA Plan does not otherwise affect such Claim;

- (r) **"Initial Order"** means the order of this Court made on October 28, 2013 under the CCAA;
- (s) **"Known Creditor"** means a Creditor whose Claim is included in the Petitioner's books and records;
- (t) **"Meeting Date"** shall mean December 16, 2013;
- (u) **"Meeting Materials"** shall have the meaning ascribed to such term in paragraph 30;
- (v) **"Monitor's Website"** means <http://www.kpmg.com/ca/prosep>
- (w) **"Notice of Revision or Disallowance"** means the notice referred to in subparagraph 12b) hereof, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim Form and setting out the reasons for such revision or disallowance, which notice shall be substantially in the form of Schedule "E" hereto;
- (x) **"Notice of the Claims Process"** means the notice to be published in short form in the Designated Newspapers on the Publication Date (being substantially in the form of Schedule "A" hereto), and mailed to Known Creditors and on the Monitor's Website in accordance with paragraphs 6,7 and 8, respectively, which shall set out the Claims Bar Date, being substantially in the form of Schedule "B" hereto;
- (y) **"Notice of the Creditors' Meeting"** means the notice to be published in short form in the Designated Newspapers on the Publication Date (being substantially in the form of Schedule "A" hereto), and mailed to Known Creditors and on the Monitor's Website in accordance with paragraphs 30(b) and 33 hereof, respectively, being substantially in the form of Schedule "G" hereto;
- (z) **"Officer"** means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, an officer of the Petitioner;
- (aa) **"Person"** means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, body corporate, unincorporated association or organization, governmental body or agency, or similar entity, howsoever designated or constituted and any individual or other entity owned or controlled by or which is the agent of any of the foregoing;
- (bb) **"Proof of Claim Form"** means the form of Proof of Claim for Creditors referred to in paragraphs 10 and 11 hereof, being substantially in the form of Schedule "C" hereto;
- (cc) **"Proven Claim"** means the amount of any Claim of any Creditor as of the Filing Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a duly completed and executed Proof of Claim Form to the Monitor;
- (dd) **"Proxy" or "Proxies"** means the form of proxy and instructions substantially in the form attached hereto as Schedule "I";

- (ee) "**Publication Date**" means the date on which the publication of Notice of the Claims Process in all of the Designated Newspapers has been completed in accordance with this Order;
- (ff) "**Resolution**" means the resolution substantially in the form attached hereto as Schedule "F";
- (gg) "**Restructuring Claim**" means any Claim arising as a result or in connection with the restructuring, repudiation, re-negotiation or termination by any of the Petitioner of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Filing Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;
- (hh) "**Sanction Hearing**" has the meaning ascribed to it in paragraph 50 hereof;
- (ii) "**Sanction Order**" has the meaning ascribed to it in paragraph 50 hereof;
- (jj) "**Service List**" means the service list to be posted on the Monitor's Website, as it may be amended from time to time;
- (kk) "**Voting Claim**" of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the CCAA Plan and the CCAA
- (ll) "**Voting Record Date**" means December 9, 2013, or such other date as may be determined by the Monitor and communicated in accordance with paragraph 31 hereof.

STAY OF PROCEEDINGS

5. **EXTENDS** the Stay Period (as defined in the Initial Order) until January 17, 2013, the whole subject to all of the other terms of the Initial Order;

CLAIMS PROCESS

(i) Notice of the Claims Process

6. **ORDERS** that the Monitor shall cause (i) the French version of the Notice of the Claims Process to be placed in La Presse and (ii) the English version of the Notice of the Claims Process to be placed in The Gazette and The National Post as soon as possible following the issuance of this Order, but in any event no later than November 25, 2013;
7. **ORDERS** that the Monitor shall also cause the French and English versions of the Claims Package, which are hereby approved, along with a copy of the Creditors' List and a copy of this Order, to be posted on the Monitor's Website, within 5 days from the date of this Order.
8. **ORDERS** that, in addition to the publications referred to in paragraphs 6 and 7, the Monitor shall send a copy of the Claims Package, by regular prepaid mail, to (i) each

Known Creditor at the last known address for each Known Creditor on the Petitioners' books and records as soon as practicable and no later than November 22, 2013, (ii) each Creditor with a Restructuring Claim that arose prior to the date of this Order as soon as practicable and in no event later than November 22, 2013, (iii) each Creditor with a Restructuring Claim that arises after the date of this Order, as soon as practicable after any such Restructuring Claim arises and to (iv) any Person requesting such Claims Package.

9. **ORDERS** that the publication of the Notice of the Claims Process in the Designated Newspaper, the posting of the Claims Package on the Monitor's Website and the mailing of the Claims Package to the Known Creditors as well as to any other Person requesting such material in accordance with the requirements of this Order shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims (other than Excluded Claims) and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

(ii) Filing of Proofs of Claims

10. **ORDERS** that every Creditor asserting a Claim against the Petitioner, a Director or an Officer shall set out its aggregate Claim by completing and signing a Proof of Claim Form and delivering it to the Monitor in accordance with paragraph 45 hereof so that it is actually received by the Monitor by no later than the Claims Bar Date.
11. **ORDERS** that, unless otherwise authorized by this Court, any Creditor who does not file a duly completed and executed Proof of Claim Form in respect of a Claim in accordance with paragraphs 10 hereof by the Claims Bar Date shall be forever barred from asserting such Claim against the Petitioner, a Director or an Officer, as applicable and such Claim shall be forever extinguished and any holder of such Claim shall not be entitled to participate as a Creditor in the CCAA Proceedings or receive any further notice in respect of those proceedings and shall not be entitled to vote on any matter in those proceedings, including on the CCAA Plan or from advancing a Claim against the Petitioner, a Director or an Officer, as applicable, or from receiving a distribution under the CCAA Plan or otherwise from the Petitioner, or the Monitor on behalf of the Petitioner, in respect of such Claim.

(iii) Review and determination of Claims.

12. **ORDERS** that the following procedure shall apply where a Creditor delivers a completed and executed Proof of Claim Form to the Monitor on or before the Claims Bar Date:
- a) the Monitor, together with the Petitioner, shall review the completed and executed Proof of Claim Form and the terms set out therein to value the amounts for voting and distribution purposes;
 - b) where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance in accordance with paragraph 46 hereof;
 - c) the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) calendar days of the receipt of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioner and the Monitor;

- d) 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 as set out in the Notice of Revision or Disallowance; and
- e) where the Creditor appeals from the Notice of Revision or Disallowance or its Claim has not been finally determined prior to the date of any Creditor's Meeting, the Monitor, in conjunction with the Petitioner, will determine the amount of the Voting Claim.

13. **ORDERS** that the Monitor shall not be required to send to any Creditor a confirmation of receipt by the Monitor of any document provided by a Creditor pursuant to this Order and each Creditor shall be responsible for obtaining proof of delivery, if they so require, through their choice of delivery method.

(iv) D&O Claims

14. **ORDERS** that the Monitor shall review all Proof of Claims Forms filed on or before the Claims Bar Date concerning a Claim against a Director or an Officer (each a "**D&O Claim**") and shall provide a copy of each such D&O Claim to the relevant affected Director(s) or Officer(s) and shall work with Director(s) or Officer(s) to determine as promptly as possible whether such D&O Claim is covered, in full or in part, under any directors' and officers' insurance policy.
15. **ORDERS** that where a D&O Claim is covered under a directors' and officers' insurance policy and where such insurer has admitted or confirmed such coverage in writing (or where a final order of a court has been issued determining that the relevant Director or Officer is entitled to coverage under such directors' and officers' insurance policy) and such coverage is sufficient to pay in full the relevant D&O Claim, then such D&O Claim shall no longer constitute a Claim under this Order and the relevant Creditor and Director or Officer shall not be entitled to any indemnification from the Petitioner in respect of such D&O Claim pursuant to any indemnification provisions of the Petitioner's by-laws or any indemnification agreement in place with the Directors and Officers of the Petitioner.
16. **ORDERS** that where a D&O Claim is covered under a directors' and officers' insurance policy and where such insurer has admitted or confirmed such coverage in writing (or where a final order of a court has been issued determining that the relevant Director or Officer is entitled to coverage under such directors' and officers' insurance policy) but such coverage is insufficient to pay in full the relevant D&O Claim, then only the amount of such deficiency in respect of such D&O Claim shall continue to constitute a Claim under this Order and shall be determined in accordance with paragraphs 12 and 13 of this Order.
17. **ORDERS** that where a D&O Claim is not covered under any directors' and officers' insurance policy, such D&O Claim shall continue to constitute a Claim under this Order and shall be determined in accordance with paragraph 12 and 13 of this Order.

(v) **Indemnity Claims of Directors and Officers**

18. **ORDERS** upon a D&O Claim becoming a Proven Claim (a "**Proven D&O Claim**"), the Monitor, in consultation with the relevant affected Director(s) or Officer(s), shall determine whether or not such Proven D&O Claim is subject to indemnification by the Petitioner pursuant to the indemnification provisions of the Petitioner's by-laws, or any other indemnification agreement in place with the Directors and Officers of the Petitioner or pursuant to any legal obligation of the Petitioner to indemnify such Directors and Officers. In the event that the Monitor and the relevant affected Director(s) or Officer(s) do not agree whether such Proven D&O Claim is subject to indemnification by the Petitioner, then the Monitor shall file a petition with this Court for an order for directions concerning the entitlement of the affected Director(s) or Officer(s) to such indemnification.

CCAA PLAN

19. **ORDERS** that:
- (a) the CCAA Plan (Exhibit R-2) is hereby accepted for filing;
 - (b) the Petitioner shall seek approval of the CCAA Plan in the manner set forth herein; and
 - (c) any Claim against the Petitioner, the Directors and the Officers shall be dealt with in accordance with the CCAA Plan, this Order and the CCAA.
20. **ORDERS** that the Petitioner, in consultation with the Monitor, is hereby authorized to file any modification of, or amendment, variation or supplement to, the CCAA Plan, any CCAA Plan supplement or plans of reorganization, compromise or arrangement (or any one or more thereof) (each a "**CCAA Plan Modification**") prior to the Creditors' Meeting or at the Creditors' Meeting, in which case any such CCAA Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the CCAA Plan. The Petitioner shall give notice of any such CCAA Plan Modification at the Creditors' Meeting prior to the vote being taken to approve the CCAA Plan. The Petitioner may give notice of any such CCAA Plan Modification at or before the Creditors' Meeting by notice which shall be sufficient if, in the case of notice at the Creditors' Meeting, given to those Creditors present at such meeting in person or by proxy. The Monitor shall post on the Monitor's Website, as soon as possible, any such CCAA Plan Modification, with notice of such posting forthwith provided to the Service List;
21. **ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Petitioner, in consultation with the Monitor, may at any time and from time to time modify, amend, vary or supplement the CCAA Plan, without the need for obtaining an Order or providing notice to the Creditors holding a Voting Claim, if the Monitor determines that such modification, amendment, variation or supplement would not be prejudicial to the interests of the Creditors under the CCAA Plan or the Sanction Order and is necessary or useful in order to give effect to the substance of the CCAA Plan or the Sanction Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the CCAA Plan

CREDITORS' MEETING

(i) Creditors' Meeting

22. **ORDERS** that the Petitioner be and is hereby authorized to convene, hold and conduct the Creditors' Meeting on December 16, 2013, in Montréal, Québec for the purpose of considering and, if deemed advisable, passing with or without variation, the Resolution to approve the CCAA Plan, unless the Chair (as defined below), in accordance with paragraph 24 or 25 hereof, or the Creditors (in person or by proxy) decide by resolution carried by the majority of votes (one vote for each dollar of every Voting Claim) to adjourn, postpone or otherwise reschedule the Creditors' Meeting;
23. **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. Petitioner and any Creditor may appeal from any decision of the Chair to the Court, within five (5) calendar days of any such decision;
24. **ORDERS** that the Chair be and is hereby authorized to adjourn the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Creditors' Meeting for the purpose of any adjournment);
25. **ORDERS** that the quorum required at the Creditors' Meeting shall be one Creditor present and entitled to vote 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 date, time and place as the Chair deems necessary or desirable in his or her discretion. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's Website;
26. **ORDERS** that the only Persons entitled to attend and speak at the Creditors' Meeting are Creditors with Voting Claims and their proxy holders, representatives of the Petitioner, members of the board of directors of the Petitioner, representatives of the Monitor, the Chair and their respective legal and financial advisors. Any other Person may only be admitted to the Creditors' Meeting on invitation of the Chair.
27. **ORDERS** that any Proxy that any Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form sent by the Monitor, a draft of which is attached hereto as Schedule "I" (or in such other form acceptable to the Monitor or the Chair) and shall be either received by the Monitor by email, telecopier, mail, courier or registered mail at its office located at 600 de Maisonneuve Blvd., Suite 1500, in the city and district of Montréal, Québec, H3A 0A3, Canada (Attention: ProSep Inc.'s Creditors' Meeting) prior to 5:00 p.m. (Montréal time) on December 13, 2013 or prior to 5:00 p.m. (Montréal time) or on the Business Day immediately preceding any adjournment, postponement or other rescheduling of such Creditors' Meeting, or (ii) deposited with the Chair at the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of such Creditors' Meeting (or any such adjournment, postponement or other rescheduling).
28. **ORDERS** that in the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution.

29. **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
- (ii) **Notice of Creditors' Meeting**
30. **ORDERS** that, in addition to the documents described in paragraph 6, 7 and 8 hereof, on or before November 22, 2013, the Monitor shall publish on the Monitor's Website the following documents (collectively, the "**Meeting Materials**"):
- (a) a copy of the Resolution (Schedule "F");
 - (b) a copy of the Notice of the Creditors' Meeting (Schedule "G")
 - (c) a copy of the CCAA Plan (Schedule "H");
 - (d) a copy of the form of Proxy for Creditors (Schedule "I");
 - (e) a copy of this Order;
 - (f) a copy of the Monitor's Third Report; and
 - (g) a copy of the draft Sanction Order (Schedule "J").
31. **ORDERS** that the Petitioners are hereby authorized to make such modifications, amendments or supplements ("**Additional Information**") to the Meeting Materials (other than the CCAA Plan which may be modified, amended or supplemented in accordance with paragraphs 20 and 21 hereof) as the Petitioners may determine, and the Petitioners shall distribute or make available such Additional Information by one or more of the following methods determined in their discretion in consultation with the Monitor: (i) posting on the Monitor's Website; (ii) news release; (iii) newspaper advertisement; (iv) pre-paid regular mail, email, fax or delivery (in person or by courier); (v) except for Proxies, distribution at the Creditors' Meetings; or (vi) such other reasonably practicable method in the circumstances.
32. **ORDERS** that the Notice of the Creditors' Meeting, which is hereby approved, shall be published, in its short form, by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than November 25, 2013;
33. **ORDERS** that, in addition to the publications referred to in paragraphs 30 and 32 hereof, the Monitor shall send to the Known Creditors, by prepaid regular mail, courier, fax or e-mail, at the address appearing on a Creditor's Proof of Claim Form filed pursuant to the terms of this Order, a copy of the Notice of the Creditors' Meeting, a Proxy and the instructions for the completion of the Proxy (together the "**Creditors' Meeting Materials**") by no later than 5:00 p.m. (Montréal time) on November 22, 2013 and advising that all other Meeting Materials may be obtained from the Monitor's Website or provided upon written request;

34. **ORDERS** that the Monitor shall send the Creditors' Meeting Materials to any other Creditor as the Monitor deems necessary up to and until the Meeting Date;
35. **ORDERS** that publications referred to in paragraph 30 and 32 hereof, and transmission in accordance with paragraph 33 hereof, 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 who may wish to be present in person or represented 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

(iii) Voting Procedure

36. **ORDERS** that, at the Creditors' Meeting, the Chair shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioner and the Monitor may consider appropriate;
37. **ORDERS** that any resolution to be voted on at the Creditors' Meeting to approve, amend, vary or supplement the CCAA Plan, including the Resolution, will be decided by a vote by ballot, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of show of hands, and that any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority of votes cast on a vote by a show of hands, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of ballot;
38. **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with Voting Claims as of the Voting Record Date and their proxy holders. For the purposes of counting and tabulating the votes at the Creditors' Meeting, each Creditor with a Voting Claim shall be entitled to one (1) vote and the weight attributed to such vote shall be equal to the aggregate Canadian dollar value of such Voting Claim (if necessary, converted into Canadian dollars in accordance with paragraph 56 hereof). For the purposes of calculating a majority in number of the Creditors, each Creditor with a Proven Claim shall only be counted once even if such Creditor holds more than one Claim that has been approved for voting purposes.
39. 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 Canadian dollar amount;
40. **ORDERS** that if the amount of a Creditor's Claim is not resolved for voting purposes before the Voting Record Date in accordance with the Claims Process set forth herein, such Creditor shall be entitled to vote at the Creditors' Meeting based on that portion of its Claim which has been determined for voting purposes by the Monitor, in conjunction with the Petitioner, without prejudice to the rights of the Petitioner, or the Creditor, with respect to the final determination of such Creditor's Claim for distribution purposes in accordance with the terms of this Order and the CCAA Plan. Creditors whose Claims have been revised or disallowed, in full or in part, which revision or disallowance remains in dispute or under appeal in accordance with the Claims Process set forth herein shall have their voting intentions with respect to such disputed or disallowed amounts recorded by the Monitor and reported to this Court in accordance with paragraph 46 hereof.

41. **ORDERS** that the Monitor shall be directed to calculate 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 subparagraph 49(b) hereof had on the outcome of the votes cast at the Creditors' Meeting;
42. **ORDERS** that the results of any and all votes 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;

(iv) Notice of Transfers

43. **ORDERS** that, solely for voting purposes at the Creditors' Meeting, no assignee, transferee or purchaser of any Voting Claim who shall have acquired or become the assignee or transferee of such Voting Claim after the Voting Record Date shall have any right or entitlement whatsoever to attend or vote at, either in person or by proxy, a Creditors' Meeting, and further **ORDERS** that, any transferee, assignee or acquirer of a Voting Claim who acquired or became the assignee or transferee of such a Voting Claim on or prior to the Voting Record Date but whose name does not appear as of the Voting Record Date as the holder of such transferred or assigned Voting Claim may, prior to the Voting Record Date, deliver evidence satisfactory to the Monitor of (i) its ownership of the whole of such Voting Claim as of the Voting Record Date, and (ii) that such transfer or assignment was valid at Law, upon which:
- (a) such transferee or assignee shall be entitled to receive from the Monitor a package containing the Creditors' Meeting Materials;
 - (b) such transferee's or assignee's name shall be included on the list of Creditors entitled to vote at the Creditors' Meeting; and
 - (c) such transferee or assignee shall be entitled to attend and vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu and to the exclusion of the transferor's or assignor's right to attend and vote at the Creditor's Meeting with respect to the transferred Voting Claim;
- (v) Evidence that a Claim was Paid**

44. **ORDERS** that, should the Monitor receive evidence satisfactory to it that the Claim of a Creditor was paid in part or in full by a party other than the Petitioner, such Claim shall be reduced by the amount of the payment so made, for the purposes of calculating votes and for distributions under the CCAA Plan;

NOTICES AND COMMUNICATIONS

45. **ORDERS** that unless ordered otherwise herein, any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioner shall be in writing in substantially the form, if any, 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:

Monitor:

KPMG INC.

Mr. Dev A. Coossa
Email : dcoossa@kpmg.com
Telecopier : (514) 840-2187

Mr. Carl Adjami
Email : cadjami@kpmg.com
Telecopier : (514) 840-2442

600 de Maisonneuve West, Suite 1500
Montréal, Quebec, H3A 0A3

Monitor's Counsel:

OSLER HOSKIN & HARCOURT, LLP

Me Sandra Abitan
Email : sabitan@osler.com
Telecopier : (514) 904-8101

Me Julien Morissette
Email : jmorissette@osler.com
Telecopier : (514) 904-8101

1000 de la Gauchetière West, Suite 2100
Montréal, Québec, H3B 4W5

**Petitioner's
Counsel:**

STIKEMAN ELLIOTT, LLP

Me Guy P. Martel
Email : gmartel@stikeman.com
Telecopier : (514) 397-3493

Me Danny Duy Vu
Email : ddvu@stikeman.com
Telecopier : (514) 397-5428

1155 René-Lévesque West, 40th floor
Montréal, Québec, H3B 3V2

46. **ORDERS** that any notice or other communication to be given in connection with this Order by the Petitioner or the Monitor to a Creditor, other than the Notice of the Claims Process to be published as provided in paragraph 6 herein, will be sufficiently given to a Creditor if given by prepaid ordinary mail, by courier, by delivery or by facsimile transmission or electronic mail to the Creditor to such address, facsimile number or email address appearing in the books and records of the Petitioner or in any Proof of Claim Form filed by the Creditor. Any such notice or other communication (a) if given by prepaid ordinary mail, shall be deemed received on the third (3rd) Business Day after mailing to a destination within Quebec, the fifth (5th) Business Day after mailing to a destination elsewhere within Canada or to the United States and the tenth (10th) Business Day after mailing to any other destination; (b) if given by courier or delivery, shall be deemed received on the Business Day following dispatch; (c) if given by facsimile transmission or electronic mail before 5:00 p.m. on a Business Day, shall be

deemed received on such Business Day; and (d) if given by facsimile transmission or electronic mail after 5:00 p.m. on a Business Day, shall be deemed received on the following Business Day. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

47. **ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.
48. **ORDERS** that, if during any period during which notices or other communication are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Order.

SANCTION HEARING

49. **ORDERS** that the Monitor shall report to this Court no later than two (2) calendar days after the Creditors' Meeting with respect to:
 - (a) the results of the voting on the Resolution to approve the CCAA Plan;
 - (b) the effect on the results of the vote had the Creditors also voted the amount of their Claim disputed for voting purposes; and
 - (c) any other matter which the Monitor considers relevant in view of the Sanction Hearing (as defined below);
50. **ORDERS** that, subject to further order of this Court, if the Plan has been accepted by the required majority set forth under the CCAA, the Petitioners shall bring a motion presentable before this Court on December 20, 2013 (the "**Sanction Hearing**"), seeking an order sanctioning the CCAA (the "**Sanction Order**");
51. **ORDERS** that a copy of the motion seeking the Sanction Order be published on the Monitor's Website as soon as it is filed with this Court;
52. **ORDERS** that publication of the Notice of the Creditors Meeting and this Order pursuant to paragraph 30 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who are entitled to receive such service and no other form of service need be made and no other materials need be served on such Persons in respect of the Sanction Hearing;
53. **ORDERS** that any Person intending to object to the motion seeking the Sanction Order shall file with this Court a written notice containing a description of its proposed grounds of contestation and shall effect service of same upon counsel to the Petitioner and the Monitor, and upon those Persons listed on the service list published on the Monitor's Website, the whole before 4:30 p.m. (Montréal Time) on December 17, 2013;
54. **ORDERS** that in the event that the Sanction Hearing is adjourned, postponed or otherwise rescheduled, only those Persons listed on the service list published on the

Monitor's Website are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

AID AND ASSISTANCE OF OTHER COURTS

55. **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

56. **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 Filing Date;

57. **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;

58. **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;

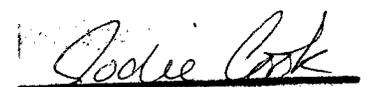
59. **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;

60. **ORDERS** the provisional execution of this Order notwithstanding appeal;

61. **THE WHOLE** without costs.


J.C.S.

COPIE CONFORME


Greffier adjoint

SCHEDULE "A"
NOTICE OF THE CLAIMS PROCESS AND OF THE CREDITORS' MEETING (SHORT
FORM) TO BE PUBLISHED IN THE DESIGNATED NEWSPAPERS

[Begins on next page]

IN THE MATTER OF THE PLAN OF COMPROMISE OF PROSEP INC.

PLEASE TAKE NOTICE that this Newspaper Notice is being published pursuant to an Order of the Quebec Superior Court, Commercial Division, dated November 19, 2013 (the "**C&M Procedure Order**") in respect of ProSep Inc. (the "**Debtor**"). All capitalized terms not otherwise defined in this Newspaper Notice to Creditors shall bear the meaning given to them in the C&M Procedure Order, which is posted on KPMG Inc. (the "**Monitor**")'s website (the "**Monitor's Website**"), at the following address: <http://www.kpmg.com/ca/prosep>.

Any Person who believes he, she, or it has a Claim against the Debtor, its Directors and/or its Officers shall submit his, her or its Claim in a Proof of Claim (which can be found on the Monitor's Website), except in the case of an Excluded Claim (which includes Claims of any Person who provided goods and/or services to the Debtor on or after October 28, 2013).

Proof of Claim forms can also be obtained by contacting the Monitor at the address below and by providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, a Proof of Claim form.

All creditors of the Petitioner must submit their Proofs of Claim to the Monitor by email, facsimile transmission, mail, registered mail or courier so that the Monitor actually receives such Proofs of Claim by no later than 5:00 p.m. on December 9, 2013, or, for creditors with Restructuring Claims (as defined in the C&M Procedure Order) arising after November 22, 2013, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement, at the following address:

KPMG Inc.
Court-appointed Monitor of Prosep Inc.
600 de Maisonneuve Blvd. West
Suite 1500
Montreal, QC H3A 0A3
Attention: Mr. Philippe Daneau
Fax: 514-840-2121
E-mail: claimsprosep@kpmg.ca

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

Creditors who have submitted a Proof of Claim and proven their Claim in the manner and within the time specified in the C&M Procedure Order are invited to attend the Meeting of Creditors of the Debtor being held on December 16, 2013 at 10:00 a.m. at 1155 René-Lévesque West, 40th Floor, Montreal, Quebec, H3B 3V2. At this meeting, these creditors will be asked to consider and vote on the plan of compromise (the "**Plan**") proposed by the Debtor pursuant to the *Companies' Creditors Arrangement Act*, whether in person or by proxy. If the Plan is approved by the required majority of Affected Creditors, a further motion will be brought before the Court on December 20, 2013 seeking the sanction of the Plan.

The Plan, information relating to the meetings, the report of the Monitor in support of the Plan, and proxy forms for voting in respect of the Plan will be mailed to all Known Creditors in English and in French.

Dated at Montreal, this 22nd day of November 2013.

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DANS L'AFFAIRE DU PLAN DE COMPROMIS DE PROSEP INC.

VEUILLEZ NOTER que le présent avis dans les journaux est publié en conformité avec l'ordonnance de la Cour Supérieure du Québec, Chambre Commerciale, rendue le 19 novembre 2013 (l'« Ordonnance ») à l'égard de ProSep Inc. (la « Débitrice »). À moins d'indication contraire, les définitions figurant dans l'Ordonnance disponible sur le site web (le « Site Web du Contrôleur ») de KPMG Inc. (le « Contrôleur »), à l'adresse ci-dessous s'applique aux présentes : <http://www.kpmg.com/ca/prosep-fr>.

Toute personne croyant détenir une réclamation à l'encontre de la Débitrice, de ses administrateurs et/ou de ses dirigeants devra compléter et soumettre un formulaire de preuve de réclamation (disponible sur le Site Web du Contrôleur), à l'exception des détenteurs de réclamations définies dans l'Ordonnance comme étant des « *Excluded Claims* », lesquelles comprennent notamment les réclamations des personnes ayant fourni des biens et/ou services à la Débitrice le 28 octobre 2013 ou après cette date.

Les formulaires de preuve de réclamation peuvent également être obtenus en contactant le Contrôleur à l'adresse ci-dessous, et en lui fournissant les détails quant à votre nom, adresse, numéro de télécopieur et adresse courriel. Sur réception de ces informations, le Contrôleur vous transmettra, aussitôt que possible, un formulaire de preuve de réclamation.

Les créanciers de la Débitrice devront soumettre au Contrôleur par courriel, télécopieur, courrier ordinaire, courrier recommandé ou messenger, de manière à ce que le Contrôleur reçoive réellement ces preuves de réclamations au plus tard à 17 heures le 9 décembre 2013 ou, pour les créanciers ayant des réclamations désignés dans l'Ordonnance comme étant des « *Restructuring Claims* » prenant naissance après le 22 novembre 2013, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente, à l'adresse ci-dessous :

KPMG Inc.

Contrôleur désigné par la Cour de Prosep Inc.

600 boulevard de Maisonneuve Ouest

Bureau 1500

Montréal (Québec) H3A 0A3

Attention: M. Philippe Daneau

Télec.: 514-840-2121

Courriel: reclamationsprosep@kpmg.ca

LES RÉCLAMATIONS N'AYANT PAS FAIT L'OBJET D'UNE PREUVE DE RÉCLAMATION DÛMENT REÇUE PAR LE CONTRÔLEUR À LA DATE LIMITE DE DÉPÔT DES PREUVES DE RÉCLAMATION SERONT PRESCRITES ET ÉTEINTES À TOUT JAMAIS.

Les créanciers qui auront soumis une preuve de réclamation dûment complétée et prouvé leur réclamation dans la manière et dans les délais prévus à l'Ordonnance seront invité à se présenter à une assemblée des créanciers de la Débitrice, laquelle aura lieu le 16 décembre 2013 à 10 heures au 1155 René-Lévesque Ouest, 40^e étage, Montréal (Québec) H3B 3V2. À cette assemblée, ces créanciers sont invités à considérer et voter sur le plan de compromis (le

« Plan ») proposé par la Débitrice en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, en personne ou par procuration. Si le Plan est approuvé par la majorité requise de créanciers affectés (tel que désigné par le terme anglais « *Affected Creditors* » dans la version originale anglaise du Plan), une requête sera présentée à la Cour par la Débitrice le 20 décembre 2013, pour demander l'homologation du Plan.

Le Plan, les informations concernant l'assemblée des créanciers, le rapport du Contrôleur traitant du Plan, ainsi que les formulaires de procuration pour voter sur le Plan seront transmis en anglais et en français par la poste aux créanciers connus de la Débitrice.

Daté à Montréal, ce 22 jour de novembre 2013.

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SCHEDULE "B"
NOTICE OF THE CLAIMS PROCESS

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[KPMG INC. LETTERHEAD]

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

**NOTICE OF CLAIMS BAR DATE FOR CLAIMS AGAINST PROSEP INC., ITS
DIRECTORS AND/OR OFFICERS**

NOTICE IS HEREBY GIVEN that, pursuant to an order of the Quebec Superior Court made on November 19, 2013 (the "C&M Procedure Order"), a process (the "Claims Process") was approved for the purpose of identifying, establishing, adjudicating or otherwise resolving all Claims (as defined in the C&M Procedure Order) of any person against ProSep Inc. (the "Debtor"), its directors and/or officers.

Pursuant to the C&M Procedure Order, the bar date for the filing of all proofs of claim (collectively, the "Proofs of Claim" and each a "Proof of Claim") in respect of a Claim is 5:00 p.m. on December 9, 2013 or, for creditors with Restructuring Claims (as defined in the C&M Procedure Order) arising after November 22, 2013, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement (the "Claims Bar Date").

All Proofs of claim in respect of a Claim must be filed with and received by the Monitor on or before the Claims Bar Date, failing which such Claims will be barred and forever extinguished.

Persons requiring information regarding the Claims Process or documentation pertaining to the Claims Process may contact:

KPMG Inc.
Court-appointed Monitor of
Prosep Inc.
Attention: Mr. Philippe Daneau
Telephone: 514-940-8558
Fax: 514-840-2121
E-mail: pdaneau@kpmg.ca

Such documentation is also available on Monitor's website at:
<http://www.kpmg.com/ca/prosep>.

Montreal, this 22nd day of November 2013.

**KPMG INC.
COURT-APPOINTED MONITOR OF
PROSEP INC.**

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[EN-TÊTE DE KPMG INC.]

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre commerciale)

No. : 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE:
PROSEP INC.

Débitrice

-et-

KPMG INC.

Contrôleur

**AVIS DE LA DATE LIMITE DE DÉPÔT DES PREUVES DE RÉCLAMATION CONTRE
PROSEP INC., SES ADMINISTRATEURS ET/OU DIRIGEANTS**

PAR LES PRÉSENTES, UN AVIS VOUS EST DONNÉ à l'effet qu'en vertu d'une ordonnance de la Cour supérieure du Québec rendue le 19 novembre 2013 (l'« Ordonnance »), un processus de réclamation (le « Processus de réclamation ») a été approuvé dans le but d'identifier, établir, statuer ou autrement résoudre toutes « Réclamations » (tel que défini par le terme anglais « Claims » dans l'Ordonnance) de toutes personnes contre ProSep Inc. (la « Débitrice »), ses administrateurs et/ou dirigeants.

En vertu de l'Ordonnance, la date limite pour le dépôt des preuves de réclamations (collectivement les « Preuves de réclamation » et chacune une « Preuve de réclamation ») à l'égard d'une « Réclamation » est à 17 heures le 9 décembre 2013 ou, pour les créanciers ayant des réclamations désignés dans l'Ordonnance comme étant des « Restructuring Claims » ayant pris naissance après le 22 novembre 2013, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente (la « Date limite pour le dépôt des preuves de réclamations »).

Toutes les Preuves de réclamation à l'égard d'une « Réclamation » doivent être soumises à et reçues par le Contrôleur le ou avant la Date limite pour le dépôt des preuves de réclamation, à défaut de quoi ces « Réclamations » seront prescrites et éteintes à jamais.

Les personnes requérant de l'information concernant le Processus de réclamation ou des documents relatifs au Processus de réclamation peuvent communiquer avec :

KPMG Inc.

Contrôleur nommé par le tribunal de Prosep Inc.

À l'attention de : M. Philippe Daneau

Téléphone : 514-940-8558

Télécopieur : 514-840-2121

Courriel : pdaneau@kpmg.ca

Ces documents sont disponibles sur le site Web du Contrôleur à l'adresse suivante :

<http://www.kpmg.com/ca/prosep-fr>.

Montréal, le 22 novembre 2013.

KPMG INC.

**CONTRÔLEUR NOMMÉ PAR LE TRIBUNAL DE
PROSEP INC.**

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SCHEDULE "C"
PROOF OF CLAIM FORM

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PROOF OF CLAIM

(See reverse for instructions)

IN THE MATTER OF THE PLAN OF COMPROMISE OF

ProSep Inc. (referred to in this form as the "Debtor")

and the claim of _____ (referred to in this form as "the creditor").

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

..... (name of creditor)
 (number and street)
 (town, province, country, postal code)

Phone..... Fax..... E-mail address.....

I, _____ residing in the City of _____
 in the Province of _____ do hereby certify that:

<p>If you are an officer of the company, state position or title</p>	<p>1. <input type="checkbox"/> I am a creditor or <input type="checkbox"/> I am of the creditor</p>
	<p>2. <input type="checkbox"/> I have knowledge of all the circumstances connected with the claim referred to below.</p>
<p>The attached statement of account or affidavit (or solemn declaration) must specify the vouchers or other evidence in support of the claim</p>	<p>3. The Debtor was, as at the date of the issuance of the Initial Order, namely the 28th day of October, 2013 and still is, indebted towards the creditor in the amount of \$....., as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A" hereto, after deducting any counterclaims to which the Debtor is entitled.</p>
<p>Write down the amount of the Unsecured Claim against the Debtor</p>	<p>4. Unsecured Claim in the amount of \$..... for which I do not hold any assets of the Debtor as security.</p>
<p>Write down the amount of the secured Claim against the Debtor</p>	<p>5. Secured Claim in the amount of \$..... for which I hold a security on the assets of the Debtor.</p>

Write down the amount of the Restructuring Claim	6.	Restructuring Claim in the amount of \$..... for which I do not hold any assets of the Debtor as security.
Write down the Claim against the Debtor' directors and/or officers	7.	D&O Claim in the amount of \$.....
Dated at, this.....day of, 2013		
..... Witness	 Signature of individual completing this form

Instructions for completing Proof of Claim forms

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Monitor, by e-mail, facsimile, mail, courier or registered mail to the address set out below, no later than 5:00 p.m. on December 9, 2013, or, for creditors with Restructuring Claims (as defined in the Claims and Meeting Procedure Order) arising after November 22, 2013, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement (the "Claims Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AGAINST THE DEBTOR AND/OR ITS DIRECTORS OR OFFICERS BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING FOREVER EXTINGUISHED AND BARRED.

In completing the attached form, your attention is directed to the marginal notes on this Proof of Claim form and to the following requirements:

Proof of Claim:

1. The Proof of Claim must be completed and signed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc.
2. The person signing the Proof of Claim must have knowledge of the circumstances related with the claim.
3. All amounts claimed should be supported by a statement of account, an affidavit or a solemn declaration containing the details of such claim that must be marked "Appendix A". The date at which claims are to be calculated and the correct name of the Debtor must appear on the statement of account, affidavit or solemn declaration.
4. The person signing the Proof of Claim must insert the place and date and the signature must be witnessed.

KPMG INC.
Court-appointed Monitor of

Prosep Inc.

Attention: Mr. Philippe Daneau

Fax: 514-840-2121

E-mail: claimsprosep@kpmg.ca

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PREUVE DE RÉCLAMATION

(voir les instructions au verso)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE :

ProSep Inc. _____ (ci-après désignée par la « Débitrice »)

et de la réclamation de _____ (ci-après désigné par le « Créancier »).

Tout avis ou correspondance concernant la présente réclamation devrait être transmise à l'adresse suivante:

..... (nom du créancier)

..... (numéro et rue)

..... (ville, province, pays, code postal)

Téléphone..... Télécopieur..... Courriel.....

Je, _____ résidant dans la ville de _____

dans la Province de _____, certifie ce qui suit:

Si vous êtes un représentant de la société, précisez le poste ou la fonction	1.	<input type="checkbox"/> Je suis le créancier de la Débitrice ou <input type="checkbox"/> Je suis _____ du créancier.
	2.	<input type="checkbox"/> Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.
L'état de compte, l'affidavit ou la déclaration solennelle annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.	3.	La Débitrice était, à la date de la délivrance de l'Ordonnance initiale, soit le 28 ^e jour d'octobre 2013, endettée envers le créancier et l'est toujours pour une somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit ou la déclaration solennelle) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle la Débitrice a droit.
Inscrivez le montant de la réclamation non garantie contre la Débitrice	4.	Réclamation non garantie au montant de _____ \$ pour laquelle je ne détiens aucune sûreté à l'égard des actifs de la Débitrice à titre de garantie.
Inscrivez le montant de la réclamation garantie contre la Débitrice	5.	Réclamation non garantie au montant de _____ \$ pour laquelle je détiens une sûreté à l'égard des actifs de la Débitrice à titre de garantie.
Inscrivez le montant de la réclamation lié à la restructuration de la Débitrice ayant pris naissance après le 28 octobre 2013	6.	Réclamation liée à la restructuration (« Restructuring Claims ») de la Débitrice ayant pris naissance après le 28 octobre 2013 au montant de _____ \$ pour laquelle je ne détiens aucun avoir de la Débitrice à titre de garantie.

Inscrivez le montant de la réclamation contre les administrateurs et/ou dirigeants de la Débitrice	7.	Réclamation au montant de _____ \$.
Signé à _____, ce _____ jour de _____ 2013		
_____		_____
Témoin		Créancier (représentant du créancier)

Instructions afin de compléter la preuve de réclamation :

La Preuve de Réclamation dûment remplie ainsi que les pièces justificatives doivent être transmises et reçues par le Contrôleur par voie de courrier électronique, télécopieur, poste, courrier ordinaire, messenger ou courrier recommandé à l'adresse indiquée ci-dessous au plus tard à 17 h le 9 décembre 2013, ou, pour les créanciers ayant des réclamations désignées sous la version originale anglaise du Plan de compromis de ProSep Inc. comme étant des « *Restructuring Claims* » prenant naissance après le 22 novembre 2013, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente (la « *Date limite pour le dépôt des preuves de réclamation* »).

À DÉFAUT DE PRODUIRE VOTRE PREUVE DE RÉCLAMATION CONTRE LA DÉBITRICE, SES ADMINISTRATEURS ET/OU DIRIGEANTS AU PLUS TARD À LA DATE LIMITE POUR LE DÉPÔT DES PREUVES DE RÉCLAMATION, VOTRE RÉCLAMATION SERA PRESCRITE ET ÉTEINTE À JAMAIS.

En complétant votre preuve de réclamation, une attention particulière devrait être portée aux notes en marge du formulaire de Preuve de réclamation et aux instructions suivantes :

Preuve de réclamation :

1. La preuve de réclamation doit être remplie et signée par un individu et non une société. Si vous agissez au nom ou pour le compte d'une société ou d'une autre personne, vous devez préciser votre poste ou vos fonctions au sein de cette société ou autre personne (par exemple, « *directeur du crédit* », « *contrôleur* », « *agent autorisé* », etc.).
2. La personne qui signe le Preuve de réclamation doit connaître les faits entourant la réclamation.
3. Tous les montants doivent être appuyés par un état de compte, un affidavit ou une déclaration solennelle contenant les détails de la réclamation lequel doit être identifié « *Annexe A* ».
4. La personne signant la Preuve de réclamation doit indiquer le lieu et la date, et doit le faire devant un témoin.

KPMG Inc.

Contrôleur nommé par le tribunal de Prosep Inc.

À l'attention de M. Philippe Daneau

Télécopieur : 514-840-2121

Courriel : reclamationsprosep@kpmg.ca

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SCHEDULE "D"
CREDITORS' INSTRUCTIONS

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[KPMG INC. LETTERHEAD]

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

**INSTRUCTIONS TO CREDITORS WHO WISH TO ASSERT THEIR CLAIMS AGAINST
PROSEP INC., ITS DIRECTORS AND/OR OFFICERS**

Please note that the bar date for the filing of all proofs of claim (collectively, the "Proofs of Claim, and each a "Proof of Claim") in respect of a Claim (as defined in the C&M Procedure Order") is December 9, 2013 at 5:00 PM, or, for creditors with Restructuring Claims (as defined in the C&M Procedure Order) arising after November 22, 2013, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement (the "Claims Bar Date").

We enclose copies of the following documents:

1. Notice to Creditors; and
2. Blank "Proof of Claim" form.

FRANCAIS AU VERSO

Pursuant to an Order of the Québec Superior Court granted on November 19, 2013 (the "C&M Procedure Order"), a process (the "Claims Process") was approved for the purpose of identifying, establishing, adjudicating or otherwise resolving any and all Claims (as defined in the C&M Procedure Order) of any persons against Prosep Inc. (the "Debtor"), its directors and/or officers.

The purpose of these instructions is to provide you with the information required to file a Proof of Claim in respect of any Claims you may have against the Debtor, its directors and/or officers.

FILING A PROOF OF CLAIM

Please note that this form of Proof of Claim is only to be used if you have a Claim against the Debtor, its directors and/or officers.

Please review all the enclosed documents carefully.

If you have a Claim against the Debtor, its directors and/or officers you must complete, sign and provide to the Monitor a Proof of Claim with respect to such Claim(s) so that it is actually received by the Monitor on or before the Claims Bar Date. Otherwise such Claim(s) against the Debtor, its directors and/or officers will be forever barred and extinguished.

When submitting a Proof of Claim, you must attach any documents that support the Claim(s) and provide a description of the basis for the Claim(s).

A completed and signed Proof of Claim may be provided to the Monitor by e-mail at claimsprosep@kpmg.ca, facsimile at (514) 940-2121, mail, courier or registered mail to the address set out below.

FURTHER INFORMATION

If you have any questions regarding the Claims Process or any of the enclosed forms, please contact KPMG Inc. at the following coordinates:

KPMG INC.

Court-appointed Monitor of
Prosep Inc.

Attention: Mr. Philippe Daneau

Telephone: 514-940-8558

Fax: 514-840-2121

E-mail: pdaneau@kpmg.ca

Additional Proof Claim forms can be found on the Monitor's website at <http://www.kpmg.com/ca/prosep> or obtained by contacting the Monitor at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information you will receive, as soon as practicable, additional Proof of Claim forms.

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CANADA

COUR SUPÉRIEURE
(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
N° Cour : 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE :
PROSEP INC.

DÉBITRICE

- et -

KPMG INC.

CONTRÔLEUR

**INSTRUCTIONS AUX CRÉANCIERS QUI DÉSIRENT FAIRE VALOIR UNE
RÉCLAMATION CONTRE PROSEP INC., SES ADMINISTRATEURS ET/OU
DIRIGEANTS**

Veillez prendre note que la Date limite de dépôt des preuves de réclamation (collectivement, les « Preuves de réclamation », chacune une « Preuve de réclamation ») à l'égard d'une « Réclamation », tel que désigné par le terme anglais « Claims » dans l'Ordonnance, est à 17 heures le 9 décembre 2013, ou pour les créanciers ayant des réclamations désignés dans l'Ordonnance comme étant des « Restructuring Claims » prenant naissance après le 22 novembre 2013, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente (la « Date limite pour le dépôt des preuves de réclamation »).

Veillez trouver ci-joint les documents suivants :

1. Avis aux créanciers;
2. Formulaire vierge de Preuve de Réclamation.

ENGLISH ON REVERSE

Conformément à une ordonnance rendue par la Cour Supérieure du Québec le 19 novembre 2013 (l'« Ordonnance »), un processus (le « Processus de réclamation ») a été approuvé dans le but d'identifier, établir, statuer ou autrement résoudre toutes « Réclamation » de toutes personnes à l'encontre de la Débitrice, ses administrateurs et/ou dirigeants.

Ces instructions ont pour objectif de vous fournir les informations requises pour déposer une Preuve de réclamation à l'égard de toute « Réclamation » que vous pourriez faire valoir à l'encontre la Débitrice, ses administrateurs et/ou ses dirigeants.

DÉPÔT D'UNE PREUVE DE RÉCLAMATION

Veillez prendre note que ce formulaire doit être utilisé seulement si vous avez une « Réclamation » contre la Débitrice et/ou ses administrateurs ou ses dirigeants.

Veillez prendre connaissance attentivement de tous les documents ci-joints.

Si vous avez une « Réclamation » à faire valoir contre la Débitrice, ses administrateurs et/ou dirigeants, vous devez remplir, signer et transmettre au Contrôleur, de façon à ce qu'elle soit reçue par le Contrôleur avant ou à la Date limite de dépôt des preuves de réclamation, une Preuve de réclamation à l'égard d'une « Réclamation » contre la Débitrice, ses administrateurs et/ou dirigeants, à défaut de quoi ladite « Réclamation » sera prescrite et éteinte à jamais.

Lorsque vous soumettez une Preuve de réclamation, vous devez y joindre tous documents justifiant la (les) « Réclamation(s) » et donner une description de ce qui a donné naissance à la (aux) « Réclamation(s) ».

La Preuve de réclamation dûment remplie et signée doit être transmise au Contrôleur par courriel à reclamationsprosep@kpmg.ca, par télécopieur au 514 840-2121, par courrier ordinaire, par messenger ou courrier recommandé à l'adresse ci-dessous.

INFORMATIONS SUPPLÉMENTAIRES

Pour toutes question concernant le Processus de réclamation ou n'importe lequel des documents ci-joints, nous vous prions de communiquer avec KPMG Inc. aux coordonnées suivantes :

KPMG Inc.

Contrôleur nommé par le tribunal de
ProSep Inc.

À l'attention de M. Philippe Daneau

Téléphone : 514 940-8558

Télécopieur : 514 840-2121

Courriel : pdaneau@kpmg.ca

Des formulaires vierges de Preuve de Réclamation peuvent être obtenus sur le site Web du Contrôleur à l'adresse suivante <http://www.kpmg.com/ca/prosep-fr> ou en communiquant avec le Contrôleur aux coordonnées indiquées ci-dessus et en fournissant les détails quant à votre nom, adresse, adresse courriel et numéro de télécopieur. Lorsque le contrôleur aura reçu cette information, vous recevrez, aussitôt que possible, des formulaires vierges additionnels de Preuve de Réclamation.

SCHEDULE "E"
FORM OF NOTICE OF REVISION OR DISALLOWANCE

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CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

NOTICE OF REVISION OR DISALLOWANCE OF A PROOF OF CLAIM

Name of Creditor:

Sent via:

Reference #:

Pursuant to the Order issued by the Québec Superior Court on November 19, 2013 (the "C&M Procedure Order"), a process (the "Claims Process") was approved for the purpose of identifying, establishing, adjudicating or otherwise resolving any and all Claims (as defined in the C&M Procedure Order) of any persons against Prosep Inc. (the "Debtor"), KPMG Inc. (the "Monitor"), in its capacity as Court-appointed Monitor of the Debtor, hereby gives you notice that it has reviewed your Proof of Claim (as defined in the C&M Procedure Order) and has revised or rejected your Claim as follows:

UNSECURED CLAIM AGAINST THE DEBTOR

Amount per Proof of Claim	Disallowed Amount	Allowed Amount

SECURED CLAIM AGAINST THE DEBTOR

Amount per Proof of Claim	Disallowed Amount	Allowed Amount

RESTRUCTURING CLAIM

Amount per Proof of Claim	Disallowed Amount	Allowed Amount

D&O CLAIM

Amount per Proof of Claim	Disallowed Amount	Allowed Amount

Reason(s) for the Revision or Disallowance:

- 1.
- 2.
- 3.

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

1. If you intend to dispute this Notice of Revision or Disallowance, you must, within ten (10) calendar days of the date of this Notice of Revision or Disallowance, apply to Court to appeal the Monitor's decision regarding the claim, and you must serve a notice of this appeal to Debtor and the Monitor at the following addresses:

Debtor's Counsel:	<p>Stikeman Elliott LLP 1155 René-Lévesque Blvd West Montreal, QC H3B 3V2</p> <p>Attention: Mr. Guy P. Martel & Mr. Danny Vu Fax: 514-397-3493 E-mail: gmartel@stikeman.com & ddvu@stikeman.com</p>
The Monitor:	<p>KPMG Inc., in its capacity as Court-appointed Monitor of Prosep Inc. 600 de Maisonneuve Blvd. West Suite 1500 Montreal, QC H3A 0A3</p> <p>Attention: Mr. Dev Coossa & Mr. Carl Adjami Fax: 514-840-2121 E-mail: dcoossa@kpmg.ca & cadjami@kpmg.ca</p>
With a copy to Monitor's Counsel:	<p>Osler, Hoskin & Harcourt LLP 1000 De La Gauchetière Street West Suite 2100 Montreal, QC H3B 4W5</p> <p>Attention: Ms. Sandra Abitan & Mr. Julien Morissette Fax: 514-904-8101 E-mail: sabitan@osler.com & jmorissette@osler.com</p>

2. If you do not apply to Court to appeal the Monitor's decision regarding the claim and serve notice thereof within the above delay, the determination of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.
3. In the event you appeal this Notice of Revision or Disallowance, the Monitor and the Debtor reserve the right to present any other application, request or reason that they may consider appropriate.

IF YOU FAIL TO FILE AN APPEAL IN RESPECT OF THE PRESENT NOTICE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED DELAY, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU FOR VOTING AND/OR DISTRIBUTION PURPOSES UNDER THE PLAN COMPROMISE OF THE DEBTOR.

Dated at Montreal this ____ day of, _____, 2013.

KPMG INC.

In its capacity as Court-appointed Monitor of Prosep Inc.

Per: _____

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CANADA

COUR SUPÉRIEURE
(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE :
PROSEP INC.

DÉBITRICE

- et -

KPMG INC.

CONTRÔLEUR

AVIS DE RÉVISION OU DE REJET D'UNE PREUVE DE RÉCLAMATION

Nom du Créancier :

Envoyé par :

No de référence :

Aux termes de l'ordonnance prononcée par la Cour supérieure du Québec le 19 novembre 2013 (l'« Ordonnance ») en vertu de laquelle un processus (le « Processus de réclamation ») a été approuvé dans le but d'identifier, établir, statuer ou autrement résoudre toutes les « Réclamations » (tel que désigné dans l'Ordonnance par le terme anglais « *Claims* ») de toutes personnes contre ProSep Inc. (la « Débitrice »), KPMG Inc., ès qualités de Contrôleur désigné par la Cour de ProSep Inc., vous avise par les présentes qu'elle a analysé votre preuve de réclamation et qu'elle a révisé ou rejeté votre réclamation tel qu'il est indiqué ci-après :

RÉCLAMATION NON-GARANTIE CONTRE LA DÉBITRICE

Montant de la preuve de réclamation	Montant rejeté	Montant accepté

RÉCLAMATION GARANTIE CONTRE LA DÉBITRICE

Montant de la preuve de réclamation	Montant rejeté	Montant accepté

RÉCLAMATION LIÉE À LA RESTRUCTURATION DE LA DÉBITRICE AYANT PRIS NAISSANCE APRÈS LE 28 OCTOBRE 2013 (« RESTRUCTURING CLAIM »)

Montant de la preuve de réclamation	Montant rejeté	Montant accepté

RÉCLAMATION CONTRE LES ADMINISTRATEURS ET/OU DIRIGEANTS DE LA DÉBITRICE

Montant de la preuve de réclamation	Montant rejeté	Montant accepté

Motif(s) de la révision ou du rejet :

- 1.
- 2.
- 3.

Si vous êtes en désaccord avec le présent Avis de révision ou de rejet, veuillez prendre note de ce qui suit :

1. Si vous avez l'intention de contester le présent Avis de révision ou de rejet, vous devez, dans les dix (10) jours de la date du présent avis, déposer une requête à la Cour pour faire appel de la décision du Contrôleur concernant votre réclamation, laquelle requête devra être dûment signifiée à ProSep Inc. et au Contrôleur aux adresses suivantes :

Procureurs de ProSep Inc.	Stikeman Elliott S.E.N.C.R.L., s.r.l. 1155, boulevard René-Lévesque Ouest 40 ^e étage Montréal (Québec) H3B 3V2 À l'attention de : Me Guy P. Martel & Me Danny Vu Télec. : 514 397-3493 Courriel : gmartel@stikeman.com & ddvu@stikeman.com
Contrôleur	KPMG Inc., en sa capacité de Contrôleur de ProSep Inc. 600, boulevard de Maisonneuve Ouest Bureau 1500 Montréal (Québec) H3A 0A3 À l'attention de : M. Dev A. Coossa & Carl Adjami Télec. : 514 840-2121 Courriel : dcoossa@kpmg.ca & cadjami@kpmg.ca
Procureurs du Contrôleur	Osler, Hoskin & Harcourt S.E.N.C.R.L., s.r.l. 1000 rue de la Gauchetière Ouest Bureau 2100 Montréal (Québec) H3B 4W5 Attention: Ms. Sandra Abitan & Mr. Julien Morissette Télec.: 514-904-8101 Courriel: sabitan@osler.com & jmorissette@osler.com

2. Si vous ne déposez aucune requête à la Cour dans le délai prescrit ci-dessus pour faire appel de la décision du Contrôleur quant à votre réclamation, votre réclamation sera réputée avoir été réglée comme il est indiqué au présent Avis de révision ou de rejet.
3. Dans l'éventualité où vous faites appel du présent Avis de révision ou de rejet d'une preuve de réclamation, le Contrôleur et ProSep Inc. se réservent le droit de déposer et présenter toute autre requête ou demande ainsi que tout autre motif de contestation si approprié.

SI VOUS NE DÉPOSEZ AUCUNE REQUÊTE À LA COUR DANS LE DÉLAI PRESCRIT POUR FAIRE APPEL DE LA DÉCISION DU CONTRÔLEUR QUANT À VOTRE RÉCLAMATION, LE PRÉSENT AVIS DE RÉVISION OU DE REJET VOUS LIERA AUX FINS DE VOTATION ET/OU DE DISTRIBUTION AUX TERMES DU PLAN DE COMPROMIS PROPOSÉ PAR LA DÉBITRICE.

Fait à Montréal ce _____ jour de _____ 2013.

KPMG INC.

Ès qualités de Contrôleur, désigné par la Cour, de ProSep Inc.

Par : _____

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SCHEDULE "F"
RESOLUTION

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RESOLUTION

BE IT RESOLVED THAT:

1. The plan of compromise under the *Companies' Creditors Arrangement Act (Canada)* proposed by ProSep Inc. (the "**Petitioner**"), (as such CCAA Plan may be amended, varied, restated, modified or supplemented by the Petitioner from time to time in accordance with its terms (the "**CCAA Plan**")) and the transactions contemplated therein are hereby accepted, approved, agreed to and authorized;
2. Notwithstanding the passing of this resolution by the Affected Creditors (as defined in the CCAA Plan) or the passing of similar resolutions or approval of the Québec Superior Court (the "**Court**"), the directors of the Petitioner, without further notice to, or approval of, the Affected Creditors (as defined in the CCAA Plan), subject to the terms of the CCAA Plan, may decide not to proceed with the CCAA Plan or may revoke this resolution at any time prior to the CCAA Plan becoming effective, provided that any such decision after the issuance of a sanction order by the Court in respect of the CCAA Plan shall require the approval of the Monitor and of the Court; and
3. The directors or any officers of the Petitioners, are hereby authorized, for and on behalf of the Petitioner, to execute and deliver, or cause to be executed and delivered, any and all documents and instruments and to take or cause to be taken such other actions as he or she may deem necessary or desirable to implement this resolution and the matters authorized hereby, including the transactions required by the CCAA Plan, such determination to be conclusively evidenced by the execution and delivery of such documents or other instruments or taking of any such actions.

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RÉSOLUTION

Cette résolution est une traduction non-officielle de la version originale anglaise de la résolution des créanciers disponible sur le site du contrôleur au <http://www.kpmg.com/ca/prosep-fr> En cas de divergence entre la présente traduction et la version originale anglaise, la version originale anglaise aura préséance.

IL EST RÉSOLU CE QUI SUIT :

1. Le plan de compromis proposé par ProSep Inc. (la « **Requérante** ») en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (Canada) (tel qu'amendé, modifié, mis à jour ou complété de temps à autre, le cas échéant, (le « **Plan** »)) par la Requérante et les opérations y étant prévues sont par les présentes acceptés, approuvés et autorisés;
2. Nonobstant l'adoption de la présente résolution par les créanciers visés (tel que désignés par le terme anglais « *Affected Creditors* » dans la version originale anglaise du Plan), l'adoption de résolutions similaires ou l'approbation donnée par la Cour supérieure du Québec (la « **Cour** ») et sous réserve des termes du Plan, les administrateurs de la Requérante peuvent décider, sans qu'aucun autre avis ne soit donné par la Requérante aux créanciers visés et sans que l'approbation des créanciers ne soit obtenue, de ne pas donner suite au Plan ou de révoquer la présente résolution avant la date de prise d'effet du Plan, pourvu qu'une telle décision prise après le prononcé d'une ordonnance d'homologation par la Cour à l'égard du Plan soit approuvée par le contrôleur et la Cour;
3. Les administrateurs ou tout dirigeant de la Requérante, sont par les présentes autorisés, pour le compte de la Requérante, à signer et à livrer ou à faire signer et livrer tous et chacun des documents et des actes et à prendre ou à faire prendre toute autre mesure qu'il ou elle juge nécessaire ou souhaitable dans le but de mettre en œuvre la présente résolution et les questions qui y sont autorisées (notamment les opérations requises par le Plan) cette décision étant reflétée par la signature et la remise de ces documents ou de ces actes et pour toute mesure prise par elle ou lui en ce sens.

SCHEDULE "G"
NOTICE OF THE CREDITORS' MEETING

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[KPMG INC.'S LETTER HEAD]

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

NOTICE OF CREDITORS' MEETING

NOTICE IS HEREBY GIVEN that ProSep Inc. (the "Petitioner"), has filed with the Québec Superior Court of Justice, Commercial Division (the "Court"), a plan of compromise (as it may be amended, varied, modified, restated or supplemented by the Petitioner from time to time in accordance with its terms and the terms of the C&M Procedure Order (as defined below), the "CCAA Plan") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA").

A copy of the CCAA Plan is attached - "*Plan of Compromise of ProSep Inc.*". Unless otherwise indicated, terms defined herein shall have the same meaning as in the CCAA Plan or in the C&M Procedure Order (as defined below).

The CCAA Plan contemplates the compromise of the Affected Claims of the Affected Creditors.

NOTICE IS ALSO HEREBY GIVEN that the Creditors' Meeting will be held at 10:00 a.m., Eastern Prevailing Time, on December 16, 2013 at 1155 René-Lévesque West, 40th Floor, Montreal, Québec H3B 3V2, for the purpose of:

- (i) considering and, if thought advisable, adopting a resolution (the "Resolution") to approve the CCAA Plan (the full text of this Resolution is attached), with or without variation; and
- (ii) transacting such other business as may properly be submitted at the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.

The Creditors' Meeting is being held pursuant to the Order issued on November 19, 2013 by the Honourable Jean-Yves Lalonde of the Superior Court of Quebec (the "C&M Procedure Order"). A copy of the C&M Procedure Order is attached hereto.

Affected Creditors who wish to vote on the Resolution must have submitted one or more Proof(s) of Claim and proven their Claim(s) in the manner and within the time specified in the C&M Procedure Order. Copies of the Claims Package and of the Meeting Materials are available on the Monitor's Website at <http://www.kpmg.com/ca/prosep>. Affected Creditors who do not have Voting Claims or Claims that have been accepted for voting purposes in accordance with the C&M Procedure Order, if any, are not entitled to attend or vote at the Creditors' Meeting.

For the purpose of voting on and receiving distributions pursuant to the CCAA Plan, the Affected Claims are divided into a single class, as set out in the CCAA Plan. In order for the CCAA Plan to become effective: (i) the CCAA Plan must be approved by the affirmative vote of a majority in number, representing not less than two-thirds in value of the Voting Claims, of Affected Creditors (in person or by proxy), and (ii) the conditions to the implementation and effectiveness of the CCAA Plan must be satisfied or waived.

Any Affected Creditor who is entitled to vote at the Creditors' Meeting but is unable or does not intend to attend such Creditors' Meeting may vote by signing, dating and returning the enclosed proxy (each, a "Proxy") in the return envelope provided herewith in accordance with the accompanying instructions. In order to be used at the Creditors' Meeting, a Proxy must be received by the Monitor, by email, facsimile transmission, mail, courier or registered mail (using the pre-addressed return envelope provided with the Proxy) prior to 5:00 p.m. on December 13, 2013 or at any time prior to 5:00 p.m. on the Business Day immediately preceding any adjournment, postponement or other rescheduling of such Creditors' Meeting. A Proxy may also be deposited with the Chair at the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of such Creditors' Meeting (or any such adjournment, postponement or other rescheduling).

Affected Creditors are responsible for obtaining proof of delivery, if required, of such Proxies. The Monitor will only accept Proxies that relate to the CCAA Plan, and any voting ballot will be disregarded and discarded.

The Monitor's coordinates for the purpose of returning Proxies and for obtaining any additional information or materials related to the Creditors Meeting are:

By telephone (toll-free): 1-888-576-4226, say "Montreal", then dial ext. 8558

By registered mail: KPMG Inc.
600 de Maisonneuve Blvd. West
Suite 1500
Montréal, Quebec
Canada H3A 0A3
Subject: ProSep Inc.'s Creditors Meeting

By facsimile: 514-840-2121

By email: claimsprosep@kpmg.ca

Copies of the Meeting Materials will also be posted on the Monitor's website at <http://www.kpmg.com/ca/prosep>.

NOTICE IS ALSO HEREBY GIVEN that if the CCAA Plan is approved by the Affected Creditors, and all other necessary conditions of the CCAA Plan are satisfied or waived, the Petitioner intends to file a motion presentable before the Court on December 20, 2013 seeking an order sanctioning the CCAA Plan pursuant to the CCAA (the "**Sanction Order**"), without further notice. A copy of the motion for the Sanction Order will be posted on the Monitor's website, as soon as practicable after it is filed with the Court. Any Person intending to object to the motion seeking the Sanction Order must file with the Court, before 4:30 p.m. on December 17, 2011, a written notice containing a description of its proposed grounds of contestation and shall effect service of same, within the same delay, to counsel to the Petitioner and the Monitor, and to those persons listed on the Petitioner's service list posted on the Monitor's website at <http://www.kpmg.com/ca/prosep>.

Montréal, this 22nd day of November 2013.

KPMG INC.
COURT-APPOINTED MONITOR OF
PROSEP INC.

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CANADA

COUR SUPÉRIEURE
(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE :
PROSEP INC.

DÉBITRICE

- et -

KPMG INC.

CONTRÔLEUR

AVIS DE CONVOCATION À L'ASSEMBLÉE DES CRÉANCIERS

PAR LES PRÉSENTES, UN AVIS VOUS EST DONNÉ à l'effet que ProSep Inc. (la « Débitrice »), a déposé à la Cour supérieure du Québec, Chambre commerciale (la « Cour ») un plan de compromis (tel qu'amendé, varié, modifié, mis à jour ou complété par la Débitrice, le cas échéant, en conformité à ses modalités ainsi qu'aux dispositions de l'Ordonnance (tel que défini ci-après, le « Plan »), le tout en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « LACC »).

Une copie du Plan est jointe aux présentes - « *Plan de compromis* ». Sauf indication contraire, les définitions figurant dans le Plan ou dans l'Ordonnance s'appliquent au présent Avis de convocation à l'assemblée des créanciers.

Le Plan prévoit le compromis des réclamations détenues par les créanciers visés (tel que désigné par le terme anglais « *Affected Creditors* » dans la version originale anglaise du Plan).

AVIS EST ÉGALEMENT DONNÉ que l'assemblée des créanciers de la Débitrice (l'« Assemblée des Créanciers ») aura lieu le 16 décembre 2013 à 10 h (heure normale de l'Est), au 1155 René-Lévesque Ouest, 40^e étage, Montréal (Québec) H3B 3V2, aux fins suivantes :

- (i) considérer et, si cela est jugé souhaitable, adopter une résolution (la « **Résolution** ») en vue d'approuver le Plan (dont le texte intégral est ci-joint), avec ou sans modification;
- (ii) délibérer sur toute autre question pouvant être soumise à Assemblée des Créanciers, telle qu'ajournée, reportée ou remise, le cas échéant.

L'Assemblée des Créanciers sera tenue conformément à l'Ordonnance prononcée le 19 novembre 2013 par l'honorable Jean-Yves Lalonde de la Cour Supérieure du Québec (l'« **Ordonnance** »). Une copie de l'Ordonnance est jointe aux présentes.

Les Créanciers Visés qui souhaitent voter à l'égard de la Résolution devront avoir soumis une ou des preuve(s) de réclamation et avoir prouvé leur(s) réclamation(s) de la manière et dans le délai prévu dans l'Ordonnance. Une copie des documents compris dans la trousse de réclamation et des documents relatifs à l'Assemblée des Créanciers sont disponibles sur le site Web du contrôleur au <http://www.kpmg.com/ca/prosep-fr>. Les Créanciers Visés n'ayant aucune réclamation avec droit de vote ou réclamation contestée mais ayant été acceptée aux fins de votation conformément à l'Ordonnance, s'il en est, n'auront pas le droit d'assister ni de voter à l'Assemblée des Créanciers.

Aux fins de votation sur le Plan et distribution en conformité avec ce dernier, les réclamations visées par le Plan sont divisées en une seule catégorie, tel qu'indiqué dans le Plan. Afin que le Plan puisse prendre effet : (i) il doit d'abord être approuvé par le vote affirmatif de la majorité en nombre, représentant au moins les deux tiers en valeur des réclamations des Créanciers Visés (en personne ou par procuration); (ii) les conditions de mise en œuvre et de prise d'effet du Plan doivent avoir été respectées ou avoir fait l'objet d'une renonciation.

Tout Créancier Visé habilité à voter à l'Assemblée des Créanciers, mais qui ne peut pas ou ne désire pas y assister, peut voter en signant et en datant la procuration ci-jointe (la« **Procuration** ») et en la renvoyant dans l'enveloppe ci-jointe fournie conformément aux instructions qui accompagnent. Pour être utilisé à l'Assemblée des Créanciers, la **Procuration** doit être réellement reçue par le contrôleur, KPMG Inc., par courriel, télécopieur, courrier ordinaire, messenger ou courrier recommandé avant 17 h le 13 décembre 2013, ou en tout temps avant 17 h le jour ouvrable précédant immédiatement la date à laquelle l'Assemblée des Créanciers est éventuellement ajournée ou reportée. Une **Procuration** peut également être remise au président de l'Assemblée des Créanciers avant l'ouverture de ladite Assemblée des Créanciers ou de sa reprise en cas d'ajournement ou de report.

Il incombe aux Créanciers Visés d'obtenir, s'il y a lieu, une preuve de livraison de leur **Procuration**. Le Contrôleur acceptera uniquement les Formulaires de procuration ayant trait au Plan; il ne sera tenu compte d'aucun autre bulletin de vote.

Les coordonnées du Contrôleur, aux fins de l'envoi des Formulaires de procuration, et pour obtenir un renseignement ou un document supplémentaire se rapportant à l'Assemblées des Créanciers, figurent ci-après :

Par téléphone (sans frais) : 1-888-576-4226, demander pour le bureau de Montréal, puis pour le poste 8558

Par courrier recommandé : KPMG Inc.
600, boulevard de Maisonneuve Ouest
Bureau 1500
Montréal (Québec)
Canada H3A 0A3
Objet : Assemblée des Créanciers ProSep Inc.

Par télécopieur : 514-840-2121

Par courriel : reclamationsprosep@kpmg.ca

Les documents ayant trait à l'Assemblée des Créanciers sont également affichés sur le site Web du Contrôleur à l'adresse <http://www.kpmg.com/ca/prosep-fr>.

AVIS EST ÉGALEMENT DONNÉ que si le Plan est approuvé par les Créanciers Visés et que toutes les autres conditions obligatoires du Plan sont respectées ou font l'objet d'une renonciation, la Requérante a l'intention de déposer une requête (la « **Requête en homologation** ») présentable à la Cour le 20 décembre 2013 demandant l'émission d'une ordonnance homologuant le Plan, le tout en conformité avec la LACC (l'« **Ordonnance d'homologation** »), sans autre préavis. Une copie de la Requête en homologation sera affichée sur le site Web du Contrôleur dès que possible après son dépôt à la Cour. Toute personne ayant l'intention de s'opposer à la Requête en homologation doit produire à la Cour avant 16h30 (Heure normale de l'Est) le 17 décembre 2013 un avis écrit articulant ses motifs de contestation et signifier dans le même délai cet avis aux conseillers juridiques de la Requérante, du Contrôleur et aux personnes énumérées dans la liste de signification de la Requérante affichée sur le site Web du Contrôleur à l'adresse <http://www.kpmg.com/ca/prosep-fr>.

Montréal, le 22 novembre 2013.

**KPMG INC.
CONTRÔLEUR NOMMÉ PAR LE TRIBUNAL DE
PROSEP INC.**

SCHEDULE "H"
CCAA PLAN

[Begins on next page]

EXHIBIT ONLY
NOT OFFICIAL VERSION
VERSION NON OFFICIELLE
EXEMPLE SEULEMENT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
No.: 500-11-045554-132

SUPERIOR COURT
(Commercial Division)
(sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
1985, c. C-36, as amended)

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

Debtor

-and-

KPMG INC.

Monitor

PLAN OF COMPROMISE OF PROSEP INC.
(Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36)

WHEREAS:

- A. ProSep Inc. ("Prosep") is insolvent;
- B. Prosep has sought and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA");
- C. Prosep obtained an Order of the Superior Court of Quebec (Commercial Division) (the "Court") under the CCAA on October 28, 2013 (as same may be amended, restated or varied from time to time, the "Initial Order"); and
- D. Prosep hereby proposes this Plan of Compromise under and pursuant to the CCAA.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Plan (including the Schedules hereto), unless otherwise stated or unless the subject matter or context otherwise requires:

"Affected Claim" means any Claim against Prosep, excluding Unaffected Claims;

"**Affected Creditor**" means any Creditor holding an Affected Claim under the Plan;

"**Affected Creditors' Entitlement**" means the full entitlement of Affected Creditors under the Plan;

"**APA**" means the agreement entered into by Prosep, the Purchaser and PWA on October 23, 2013, which provides for the sale of the Purchased Assets;

"**Applicable Law**" means, in respect of any Person, property, transaction, event or other matter, any law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies, in each case, having the force of law, of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance;

"**Business**" means the direct and indirect business operations and activities of Prosep and its affiliates;

"**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);

"**Cash and Cash Equivalents**" means all cash on hand, cash on deposit, cheques received but not yet deposited or cleared, wire transfers transmitted but not yet received and cash equivalents;

"**CCAA Charges**" has the meaning ascribed to such term in the Initial Order;

"**CCAA Proceedings**" means the proceedings under the CCAA in respect of Prosep;

"**Claim**" means any right or claim of any Person, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety, by warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract, a trust or deemed trust, howsoever created or

any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the Filing Date (including a Claim which relates to any time period prior to the Filing Date), together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the BIA;

"Claims and Meeting Procedure Order" means the Order to be made by the Court under the CCAA that, among other things, establishes procedures for proving Claims, and for the Creditors' Meeting, as same may be amended, restated or varied from time to time;

"Claims Bar Date" means the claims bar date for Claims against Prosep as set out in the Claims and Meeting Procedure Order;

"Conditions Precedent" means the conditions precedent to the implementation of the Plan set out in Section 5.3 of the Plan;

"Creditor" means any Person asserting an Affected Claim or an Unaffected Claim and may, where the context requires, include the assignee of such Claim or a personal representative, agent, mandatary, trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

"Creditors' Meeting" means the meeting or meetings of the Affected Creditors to be called and held pursuant to the Claims and Meeting Procedure Order, for the purpose of considering and voting upon the Plan and includes any adjournment, postponement or rescheduling of such meeting or meetings;

"Disclosure Letter" means the disclosure letter provided by Prosep to the Purchaser concurrently with the execution of the APA;

"Disputed Claim" means that portion of an Affected Claim of an Affected Creditor in respect of which a Proof of Claim has been filed in accordance with the Claims and Meeting Procedure Order, and which is the subject of negotiation with the Monitor or adjudication before the Court, and that at any particular time, has not been finally determined to be a Proven Claim in whole or in part, or is subject to a revision or disallowance that is contested in accordance with the Claims and Meeting Procedure Order, or any other Order made in the CCAA Proceedings and as such is not a Proven Claim in whole or in part;

"Distribution Date" means the date or dates from time to time set in accordance with the provisions of the Plan at the sole and absolute discretion of the Monitor to effect distributions in respect of the Proven Claims of the Affected Creditors;

"Employees" means any and all former and current employees of Prosep, including, for greater certainty and without limiting the generality of the

foregoing, (i) full-time, part-time or temporary employees, (ii) employees who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers' compensation and other statutory leaves), and (iii) employees being the object of a temporary or permanent layoff;

"Employee Priority Claim" means of the following Claims of Employees:

- (a) Claims equal to the amounts that such Employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if Prosep had become bankrupt on the Filing Date; and
- (b) Claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the Plan Implementation Date;

"Equity Claim" shall have the meaning ascribed thereto in Section 2 of the CCAA;

"Excluded Claim" means (i) any Claim secured by the CCAA Charges (ii) Post-Filing Trade Payables, and (iii) any other Claim ordered by the Court to be treated as an Excluded Claim;

"Final Order" means a final Order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which any appeal periods relating thereto shall have expired;

"Filing Date" means October 28, 2013;

"Government Priority Claims" means all Claims of Governmental Authorities in respect of amounts that are outstanding and that are of a kind that could be subject to a demand on or before the Final Distribution Date under:

- (a) subsections 224(1.2) and 224(1.3) of the Tax Act;
- (b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the Tax Act and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or employee's premium or employer's premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

- (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Tax Act; or
- (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

"Monitor" means KPMG Inc., in its capacity as court-appointed monitor of Prosep;

"Monitor's Certificate" means the certificate substantially in the form appended as Schedule "B" to the Sanction Order to be filed with the Court declaring that all of the Conditions Precedent to implementation of the Plan have been satisfied or waived in accordance with the Sanction Order;

"Monitor's Website" means <http://www.kpmg.com/ca/prosep>;

"Non-Plan Released Party" as defined in section 4.1(c) of this Plan;

"Order" means any order of the Court;

"Person" is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other representatives of an individual in such capacity;

"Plan" means this Plan of Compromise filed by Prosep under the CCAA, as such Plan may be amended, varied or supplemented from time to time by Prosep, acting reasonably, and by the Monitor, all in accordance with the terms hereof;

"Plan Implementation Date" means the Business Day or Business Days on which all of the Conditions Precedent have been fulfilled or, to the extent permitted pursuant to the terms and conditions of the Plan, waived, as evidenced by the Monitor's Certificate to be filed with the Court;

"Plan Released Party" as defined in section 4.1(a) of this Plan;

"Plan Sanction Date" means the date that the Sanction Order is made by the Court;

"Post-Filing Trade Payables" means post-Filing Date trade payables (excluding for greater certainty any Tax Claims) that were incurred by Prosep (i) after the

Filing Date and before the Plan Implementation Date, and (ii) in the ordinary course of Business;

"Proof of Claim" means the form to be completed and filed by a Creditor, pursuant to the Claims and Meeting Procedure Order, by the applicable Claims Bar Date setting forth its applicable Claim;

"Proven Claim" means a Claim of an Affected Creditor as finally determined for voting and distribution purposes in accordance with the Claims and Meeting Procedure Order and the Plan;

"Purchased Assets" means all of the assets purchased by the Purchaser under the APA;

"Purchaser" means PWA Prosep, Inc.;

"PWA" means Produced Water Absorbents, Inc.;

"Released Parties" as defined in section 4.1(c) of this Plan;

"Remaining Assets" means all of Prosep's right, title and interest in, to and under, or relating to, the assets, property and undertaking, owned or used or held by Prosep for use in, or relating to the Business, but excluding the Purchased Assets;

"Required Majority" means a majority in number of Affected Creditors who represent at least two-thirds in value of the Voting Claims of such Affected Creditors who actually vote on the Resolution (in person or by proxy) at the Creditors' Meeting;

"Resolution" means the resolution approving the Plan presented to the Affected Creditors for consideration at the Creditors' Meeting;

"Sanction Hearing" means the Court hearing of Prosep's motion for the Sanction Order;

"Sanction Order" means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions contemplated thereunder, which shall be a Final Order;

"Tax" means any and all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer, health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and

any interest, penalties, fines, fees, other charges and additions with respect thereto;

"**Tax Act**" means the *Income Tax Act* (Canada) and the legislations promulgated thereunder, as amended from time to time;

"**Tax Claims**" means claims of any Taxing Authorities against Prosep arising from and after the Plan Implementation Date;

"**Tax Obligation**" means any amount of Tax owing by a Person to a Taxing Authority;

"**Tax Statutes**" means section 159 of the Tax Act, section 270 of the *Excise Tax Act*, section 14 of the *Tax Administration Act* (Quebec), or any other similar, federal, provincial or territorial tax legislation;

"**Taxing Authorities**" means anyone of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and "**Taxing Authority**" means any one of the Taxing Authorities, as well as any corresponding taxing authorities of a foreign jurisdiction;

"**Unaffected Claims**" means the Excluded Claims, the Employee Priority Claims and the Government Priority Claims;

"**Unaffected Creditors**" means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

"**Unsecured Creditors' Class**" means the sole class of Affected Creditors entitled to vote on the Plan at the Creditors' Meeting;

"**Voting Claim**" means the amount of the Affected Claim of a Affected Creditor as finally determined for voting purposes entitling such Affected Creditor to vote at the Creditors' Meeting in accordance with the provisions of the Claims and Meeting Procedure Order, the Plan and the CCAA, and includes, for greater certainty, a Proven Claim;

1.2 Time

For purposes of the Plan, unless otherwise specified, all references to time herein and in any document issued pursuant hereto, means prevailing local time in Montreal, Quebec, Canada, unless otherwise stipulated.

1.3 Date and Time for any Action

For purposes of the Plan:

- (a) In the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (b) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

1.4 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers and trustees in bankruptcy, successors and assigns of any Person or party named or referred to in the Plan.

1.5 Governing Law

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

1.6 Governing Language

In the event of any conflict, inconsistency, ambiguity or difference between the English version of the Plan and any translations thereof, the English version shall govern and be paramount, and the applicable provision in the translation thereof shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

ARTICLE 2

PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose and Background

The purpose of the Plan is to effect a compromise, settlement and payment of all Affected Claims as finally determined for voting and distribution purposes, with the expectation that all Persons with an economic interest in Prosep will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy.

2.2 Persons Affected

The Plan provides for the compromise of Affected Claims. On the Plan Implementation Date, each Affected Claim will be fully and finally compromised, released, settled and discharged under the Plan. The Plan shall be binding on and enure to the benefit of Prosep, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan.

2.3 Persons Not Affected

For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of compromising their Unaffected Claims.

2.4 Equity Claims

All persons holding Equity Claims shall not be entitled to vote at or attend the Creditors' Meeting, and shall not receive a distribution under the Plan or otherwise receive anything in respect of their shares. On the Plan Implementation Date, all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

2.5 Purchased Assets

The purchase price payable to Prosep for the Purchased Assets pursuant to the APA (the "APA Proceeds"), less the total amount of any Unaffected Claims paid on or before the Plan Implementation Date, shall, on the Plan Implementation Date, be remitted by Prosep to the Monitor in the Monitor's trust account.

2.6 Liquidation of Remaining Assets

Prosep will conduct and/or complete the orderly liquidation of all Remaining Assets, and on the Plan Implementation Date, the proceeds of such liquidation, if any, shall be remitted to the Monitor in the Monitor's trust account (collectively referred to as the "Liquidation Proceeds", together with the APA Proceeds, the "Proceeds"). Prior to the Plan Implementation Date, Prosep, may, if deemed advisable by Prosep and the Monitor, elect to abandon any and all Remaining Assets.

2.7 Distribution of the Proceeds

The Proceeds will be distributed by the Monitor, in a timely manner, as follows:

- a) First, to pay Unaffected Claims, in full; and
- b) Second, to pay the first \$2,000 of each Proven Claim, or if the amount of the Proven Claim is less than \$2,000, the amount of the Proven Claim;

with the remaining balance, if any, being distributed to and shared by the holders of Affected Claims in proportion to their respective Proven Claims.

ARTICLE 3
CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Classification of Creditors

For the purpose of considering, voting on and receiving distributions under the Plan, the Affected Creditors shall constitute a single class, the "**Unsecured Creditors' Class**".

3.2 Affected Claims

Affected Creditors will be entitled to vote their Voting Claim at the Creditors' Meeting in respect of the Plan and shall be entitled to receive their respective Affected Creditors' Entitlement provided for under and pursuant to the Plan.

3.3 Priority Claims

The Employee Priority Claims and the Government Priority Claims, if any, shall be paid on or after the Plan Implementation Date from the Proceeds pursuant to and in accordance with Section 2.7 of the Plan, the Sanction Order and the CCAA.

3.4 Creditors' Meeting

The Creditors' Meeting shall be held in accordance with the Plan, the Claims and Meeting Procedure Order and any further Order of the Court. The only Persons entitled to attend the Creditors' Meeting shall be representatives of Prosep and its legal counsel and advisors, the Monitor and its legal counsel and all other Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting and their legal counsel and advisors.

3.5 Voting

Each Affected Creditor in the Unsecured Creditors' Class who is entitled to vote at the Creditors' Meeting, pursuant to and in accordance with the Claims and Meeting Procedure Order, the Plan and the CCAA, shall be entitled to one vote equal to the dollar value of its Affected Claim determined as a Voting Claim.

3.6 Procedure for Valuing Voting Claims

The procedure for the filing and adjudication of Claims is set forth in the Claims and Meeting Procedure Order.

3.7 Approval by Creditors

In order to be approved, the Plan must receive an affirmative vote in the Required Majority of the Unsecured Creditors' Class.

3.8 Interest

Interest shall not accrue or be paid on Affected Claims after the Filing Date, and no holder of an Affected Claim shall be entitled to interest accruing on or after the Filing Date and any Claims in respect of interest accruing on or after the Filing Date shall be deemed to be forever extinguished and released.

ARTICLE 4 PLAN RELEASES

4.1 Plan Releases

- (a) On the Plan Implementation Date, Prosep and its past and present directors, Employees, financial advisors, legal counsel and agents, (being herein referred to individually as a "**Plan Released Party**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds and statutory liabilities of the directors, the Employees and any alleged fiduciary or other duty (whether such Employees are acting as director, officer, member or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by this Plan or the Claims and Meeting Procedure Order and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce Prosep's obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge (A) any Released Party if such Plan Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct or (B) any director with respect to matters set out in section 5.1(2) of the CCAA.
- (b) On the Plan Implementation Date, PWA and the Purchaser shall be released and discharged from any and all demands, claims, actions, causes

of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any and all Employees may be entitled to assert against PWA and the Purchaser, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date.

- (c) On the Plan Implementation Date, the Monitor, its respective directors, officers, employees, advisors, legal counsel and agents (being herein referred to individually as a "**Non-Plan Released Party**", and together with the Plan Released Party, PWA and the Purchaser, the "**Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished hereunder and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce Prosep's obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge any Non-Plan Released Party if such Non-Plan Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct.
- (d) The Sanction Order will enjoin the prosecution, whether directly, derivatively or otherwise, of any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, compromised or terminated pursuant to the Plan.

ARTICLE 5
COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

5.1 Application for Sanction Order

If the Required Majority of the Affected Creditors approves the Plan, Prosep shall apply for the Sanction Order on or before the date set in the Claims and Meeting Procedure Order for the hearing of the Sanction Order or such later date as the Court may set. The Sanction Order shall not become effective until the Plan Implementation Date.

5.2 Sanction Order

The Sanction Order shall, among other things:

- (a) declare that (i) the Plan has been approved by the Required Majority of Affected Creditors with Proven Claims in conformity with the CCAA, (ii) Prosep has complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceedings in all respects, (iii) the Court is satisfied that Prosep has not done or purported to do anything that is not authorized by the CCAA, and (iv) the Plan is fair and reasonable;
- (b) declare that as of the filing of the Monitor's Certificate, the Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby are approved, binding and effective upon Prosep, all Affected Creditors, the Released Parties and all other Persons and Parties affected by the Plan;
- (c) authorize the Monitor to perform its duties and functions and fulfil its obligations under the Plan to facilitate the implementation thereof;
- (d) compromise, discharge and release the Released Parties from any and all Affected Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;
- (e) authorize and direct the Monitor to administer and finally determine the Affected Claims of Affected Creditors and to manage the distribution of the Proceeds in accordance with the applicable provisions of the Plan;
- (f) declare that any Affected Claim for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims and Meeting Procedure Order shall be forever barred and extinguished;

- (g) declare that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of Prosep, to the Affected Creditors with Proven Claims under the Plan are for the account of Prosep and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;
- (h) declare that the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments, ordered or permitted under the Sanction Order and is thereby forever released, remised and discharged from any Claims against it under the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and the Sanction Order and any Claims of such nature are thereby forever barred;
- (i) declare that in no circumstances will the Monitor have any liability for Prosep's tax liabilities regardless of how or when such liability may have arisen; and
- (j) declare that Prosep and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan, including without limitation regarding the distribution mechanics thereunder and under the Plan.

5.3 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon the fulfilment or waiver, where applicable, of the following conditions precedent (collectively the "Conditions Precedent"):

- (a) The Claims and Meeting Procedure Order shall have been granted by the Court;
- (b) The Plan shall have been approved by the Required Majority of the Affected Creditors in the Unsecured Creditors' Class at the Creditors' Meeting; and
- (c) The Sanction Order shall have been granted by the Court in form satisfactory to Prosep and the Monitor, and for greater certainty shall be a Final Order.

5.4 Monitor's Certificate

Upon the fulfilment or waiver of the Conditions Precedent to implementation of the Plan as set out in Section 5.3 of the Plan, the Monitor shall file the Monitor's Certificate with the Court.

**ARTICLE 6
LIQUIDATION AND OTHER CORPORATE MATTERS**

6.1 Articles of Dissolution

Upon filing the Monitor's Certificate with the Court, Prosep and/or the Monitor shall be authorized, but not required, to proceed with the voluntary liquidation of Prosep, which shall include preparing and filing articles of dissolution with this Court (the "**Articles of Dissolution**") and obtaining a certificate of dissolution from the Director appointed under the *Canada Business Corporations Act*.

6.2 Directors

Upon filing the Articles of Dissolution, the term of office of those individuals who are directors of Prosep shall terminate.

**ARTICLE 7
GENERAL**

7.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective;
- (b) the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enture to the benefit of Prosep, all Affected Creditors, the Released Parties and all other Persons and Parties named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) all Affected Claims shall be and shall be deemed to be forever discharged and released, except only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in the Plan;
- (d) each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (e) each Person named or referred to in, or subject to the Plan, shall be deemed to have executed and delivered to Prosep all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

7.2 Waiver of Defaults

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of Prosep then existing or previously committed by Prosep, or caused by Prosep, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and Prosep arising directly or indirectly from the filing by Prosep under the CCAA and the implementation of the Plan and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse Prosep from performing its obligations under the Plan or be a waiver of defaults by Prosep under the Plan and the related documents. This Section does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than Prosep) and any security granted by such guarantor.

7.3 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

7.4 Modification of the Plan

- (a) Prosep, in consultation with the Monitor, reserves the right to file any modification of, or amendment, variation or supplement to, this Plan (a "**Plan Modification**"), prior to the Creditors' Meeting or at the Creditors' Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan. Prosep shall give notice of any such Plan Modification at the Creditors' Meeting in respect of the Affected Creditors prior to the vote being taken to approve the Plan. Prosep may, after having consulted the Monitor, give notice of any such Plan Modification at or before any Creditors' Meeting by notice which shall be sufficient if, in the case of notice at any Creditors' Meeting, given to those Affected Creditors present at such meeting in person or by proxy. The Monitor shall post on the Monitor's Website, as soon as possible, any such Plan Modification.
- (b) After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), Prosep, in consultation with the Monitor, may at any time and from time to time, modify, amend, vary or supplement the Plan, without the need for obtaining an Order or providing notice to the Affected Creditors if the Monitor determines that such modification, amendment, variation or supplement would not be materially prejudicial to the interests of the Affected Creditors under the

Plan or the Sanction Order and is necessary or useful in order to give effect to the substance of the Plan or the Sanction Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the Plan.

7.5 Paramountcy

Except with respect to the Unaffected Claims, on the Plan Implementation Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and Prosep as at the Plan Implementation Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

7.6 Severability of Plan Provisions

If, prior to the Plan Sanction Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of Prosep and with the consent of the Monitor, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide Prosep with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or 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 holding, alteration or interpretation, and provided that Prosep proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

7.7 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to Prosep and not in its personal or corporate capacity for any and all acts, or decisions to not act in the implementation of the Plan, whether same occurs before or after the Plan Implementation Date. The Monitor is acting and will continue to act in its capacity as Monitor in the CCAA Proceedings with respect to Prosep and not in its personal and corporate capacities while establishing any of the Distribution Dates, Materials Record Date, or the timing or sequence of the transactions under the Plan. The

Monitor will not be responsible or liable for any obligations of Prosep, including with respect to the making of distributions or the receipt of any distribution by a Affected Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Claims and Meeting Procedure Order, and any other Order made in the CCAA Proceedings.

7.8 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

7.9 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of this Plan that deems any transaction or event to occur without further formality.

DATED as of the 15th day of November, 2013.

SCHEDULE "I"
FORM OF PROXY

[Begins on next page]

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[KPMG'S LETTERHEAD]

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

**PROXY, INSTRUCTIONS AND ELECTION NOTICE FOR AFFECTED
CREDITORS IN THE MATTER OF THE PLAN OF COMPROMISE OF PROSEP
INC.**

THE MEETING OF CREDITORS will be held at the time and place below pursuant to the Order of the Quebec Superior Court (Commercial Division) issued on November 19, 2013 (the "C&M Procedure Order") to allow them to vote on the CCAA Plan of Compromise of ProSep Inc. filed pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be amended from time to time, the "CCAA Plan").

On December 16, 2013 at 10 a.m. (Montréal time)
at 1155 René-Lévesque West, 40th Floor, H3B 3BV2,

As maybe adjourned, postponed or rescheduled (the "Creditors' Meeting").

Montreal, this 22nd day of November 2013.

KPMG INC.
COURT-APPOINTED MONITOR OF
PROSEP INC.

[KPMG'S LETTERHEAD]

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-045554-132

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:
PROSEP INC.

DEBTOR

- and -

KPMG INC.

MONITOR

**PROXY, AFFECTED CREDITORS' INSTRUCTIONS
AND ELECTION NOTICE**

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND RETURN IT TO KPMG INC., IN ITS CAPACITY AS MONITOR, SO THAT IT RECEIVES IT BY NO LATER THAN 5:00 P.M. ON DECEMBER 13, 2013 (THE "VOTING DEADLINE") OR AT ANY TIME BEFORE 5:00 P.M. ON THE BUSINESS DAY IMMEDIATELY PRECEDING ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING OF THE CREDITORS' MEETING. This Form of Proxy may also be deposited with the Chair at the Creditors' Meeting before the beginning of the Creditors' Meeting.

LA VERSION FRANÇAISE DE CE FORMULAIRE DE PROCURATION SERA DISPONIBLE SUR LE SITE WEB DU CONTRÔLEUR DÉSIGNÉ AUX TERMES DE LA LACC, À L'ADRESSE <http://www.kpmg.com/ca/prosep-fr>.

Please use this Proxy if you do not wish to attend the Creditors' Meeting to vote in person but wish to appoint a proxyholder to attend the Creditors' Meeting, vote your Claim to accept or reject the CCAA Plan and otherwise act for and on your behalf at the Creditors' Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof.

On November 19, 2013, the Quebec Superior Court (Commercial Division) issued an order establishing certain procedures for the purpose of identifying, establishing, adjudicating or otherwise resolving of all Claims against the Debtor and for the conduct of the Creditors' Meeting (the "C&M Procedure Order"), a copy of which is available on the Monitor's Website at <http://www.kpmg.com/ca/prosep>. The C&M Procedure Order contains important information regarding the voting process. Please read the C&M Procedure Order and the instructions sent with this Form of Proxy prior to submitting this Form of Proxy.

The CCAA Plan is attached to the Notice of Meeting of the Petitioner dated November 22, 2013, a copy of which you have received. All capitalized terms used but not defined in this Form of Proxy shall have the meanings ascribed to such terms in the C&M Procedure Order. You should review the CCAA Plan before you vote.

If the CCAA Plan is sanctioned by the Quebec Superior Court, it will be binding on you whether or not you vote.

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[KPMG'S LETTERHEAD]

IN THE MATTER OF THE PLAN OF COMPROMISE OF PROSEP INC.

ITEM 1 APPOINTMENT OF PROXYHOLDER

By checking one of the two boxes below, the undersigned Affected Creditor hereby revokes all proxies previously given and nominates, constitutes and appoints either _____ or a representative of KPMG Inc., in its capacity as Monitor, as proxyholder (if you would like the Monitor to act as your proxyholder, leave space blank) with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the Creditors' Meeting and any adjournment(s) thereof, and to vote the amount of the Creditors' Claim. Without limiting the generality of the power hereby conferred, the person named as proxyholder is specifically directed to vote as shown below. The person named as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the CCAA Plan and to any matters that may come before the Creditors' Meeting or any adjournment thereof and to vote the amount of the Affected Creditor's Claim(s) for voting purposes as follows (mark only one):

- Vote FOR approval of the CCAA Plan Vote AGAINST approval of the CCAA Plan

Please note that if no specification is made hereinabove, the Affected Creditor will be deemed to have voted FOR approval of the CCAA Plan.

Dated this _____ day of _____, 2013.

Print Name of Affected Creditor

Signature of Affected Creditor or, if the Affected Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust

Title of the authorized signing officer of the corporation, partnership or trust, if applicable

E-mail address of Affected Creditor

Telephone of Affected Creditor or authorized signing officer

Mailing Address of Affected Creditor

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the CCAA Plan. This Form of Proxy is not a letter of transmittal and may not be used for any purpose other than to appoint a proxyholder and to cast votes to accept or reject the CCAA Plan.

YOUR ORIGINAL FORM OF PROXY AND VOTE MUST BE ACTUALLY RECEIVED BY THE MONITOR AT THE ADDRESS LISTED BELOW ON OR BEFORE 5:00 P.M. ON THE VOTING DEADLINE (DECEMBER 13, 2013), OR AT ANY TIME PRIOR TO 5:00 P.M. ON THE BUSINESS DAY IMMEDIATELY PRIOR TO THE ADJOURNMENT, THE POSTPONEMENT OR THE RESCHEDULING OF THE CREDITORS MEETING.

**KPMG INC.
MONITOR OF PROSEP INC.
600 de Maisonneuve Blvd. West
Suite 1500
Montreal, Quebec
Canada H3A 0A3
Subject: ProSep Inc.'s Creditors' Meeting**

This Proxy may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL FORM OF PROXY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT 1-866-576-4226, SAY "MONTREAL", THEN DIAL EXT. 8558 OR VISIT THE MONITOR'S WEBSITE AT <http://www.kpmg.com/ca/prosep>.

INSTRUCTIONS FOR COMPLETION OF FORM OF PROXY AND VOTE

1. All capitalized terms used but not defined in this Proxy and Vote shall have the meanings ascribed to such terms in the C&M Procedure Order, a copy of which is available on the Monitor's Website at <http://www.kpmg.com/ca/prosep>.
2. Please read and follow these instructions carefully. Your Form of Proxy must be actually received by the Monitor by email, facsimile transmission, mail, courier or registered mail, by no later than 5:00 p.m. on December 13, 2013, or at any time prior to 5:00 p.m. on the Business Day immediately prior to any adjournment, postponement or rescheduling of the Creditors' Meeting. Your Proxy may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.
3. In order to appoint a proxyholder for the Creditors' Meeting using this Proxy and for your vote to accept or reject the CCAA Plan to count, you must:
 - a. If you wish to vote by proxy rather than in person at the Creditors' Meeting, either write in the name of your proxyholder in Item 1 or, if you would like a representative of the Monitor to act as your proxyholder, leave the space blank;
 - b. Check the appropriate box in Item 1 if you wish to vote by proxy rather than in person at the Creditors' Meeting (NOTE: if you do not check either box, you will be deemed to have voted FOR approval of the CCAA Plan);
 - c. Sign the Proxy – your original signature is required on the Proxy in order to appoint a proxyholder and vote at the Creditors' Meeting;
 - d. If you are completing the Proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name and mailing address; and
 - e. Return the completed Proxy to the Monitor by no later than 5:00 p.m. on December 13, 2013, or at any time prior to 5:00 p.m. on the Business Day immediately prior to any adjournment, postponement or rescheduling of the Creditors' Meeting. Your Proxy may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.
4. Each Affected Creditor who has a right to vote at the Creditors' Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on behalf of the Affected Creditor and such right may be

exercised by inserting in the space provided the name of the person to be appointed. If no name has been inserted in the space provided, the Affected Creditor will be deemed to have appointed any officer of KPMG Inc., in its capacity as Monitor, or such other person as KPMG Inc. may designate, as proxy holder of the Affected Creditor, with power of substitution, to attend on behalf of and act for the Affected Creditor at the Creditors' Meeting to be held in connection with the CCAA Plan and at any and all adjournments, postponements or other rescheduling thereof.

5. If you need additional Forms of Proxy, please immediately contact the Monitor.
6. If multiple Proxies are received from the same person with respect to the same Claims prior to the Voting Deadline, the latest dated, validly executed Proxy timely received will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies which are received by the Monitor and dated with the same date, but which are voted inconsistently, such Proxies will not be counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.
7. If the Creditor validly submits a Form of Proxy to the Monitor and subsequently attends the Creditors' Meeting and votes in person inconsistently, the Creditor's vote at the Creditors' Meeting will supersede and revoke the earlier received Proxy.
8. Proxies may also be accepted if deposited with the Chair at the CCAA Creditors' Meeting before the beginning of the Creditors' Meeting, or, for purposes of voting at an adjourned, postponed or other rescheduled Creditors' Meeting, if received by the Monitor prior to 5:00 p.m. on the Business Day immediately preceding any adjournment, postponement or other rescheduling thereof.
9. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant shall not be counted.
10. Any Proxy that attempts to partially accept and partially reject the CCAA Plan will not be counted.
11. After the Voting Deadline, no Proxy may be withdrawn or modified, except by Proxy deposited with the Chair at the Creditors' Meeting or by a Creditor voting in person at the Creditors' Meeting, without the prior consent of the Petitioner.

PLEASE SUBMIT YOUR PROXY TO THE MONITOR PROMPTLY. IF YOU HAVE ANY QUESTIONS REGARDING THE FORM OF PROXY OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE FORM OF PROXY OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE MONITOR AT 1-866-576-4226, SAY "MONTREAL", THEN DIAL EXT 8558 OR VISIT THE MONITOR'S WEBSITE AT <http://www.kpmg.com/ca/prosep>.

YOU MAY USE THE PRE-ADDRESSED, RETURN ENVELOPE PROVIDED WITH THE FORM OF PROXY, OR YOU MAY RETURN YOUR FORM OF PROXY BY EMAIL, FACSIMILE TRANSMISSION, MAIL, COURIER OR REGISTERED MAIL AT THE FOLLOWING ADDRESS:

KPMG INC.
MONITOR OF PROSEP INC
600 de Maisonneuve Blvd. West
Suite 1500
Montreal, Quebec
Canada H3A 0A3
Attention: ProSep Inc.'s Creditors' Meeting

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CANADA

COUR SUPÉRIEURE
(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE :
PROSEP INC.

DÉBITRICE

- et -

KPMG INC.

CONTRÔLEUR

**PROCURATION, INSTRUCTIONS ET AVIS DE CHOIX AUX CRÉANCIERS
VISÉS DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE PROSEP INC.**

L'ASSEMBLÉE DES CRÉANCIERS se tiendra à la date et l'adresse ci-dessous conformément à l'ordonnance de la Cour supérieure du Québec (Chambre commerciale) rendue le 19 novembre 2013 (l'« Ordonnance ») afin de leur permettre de considérer et de voter sur le Plan de compromis ProSep Inc. déposé en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (Canada) (tel que modifié, varié, mis-à-jour ou complété de temps à autre, le cas échéant, le « Plan »).

Le 16 décembre 2013 à 10 h
au 1155 René-Lévesque Ouest, 40^e étage, Montréal, Québec, H3B 3V2,

telle qu'ajournée, reportée ou remise (l'« Assemblée des Créanciers »).

Montréal, le 22 novembre 2013.

KPMG INC.
CONTRÔLEUR NOMMÉ PAR LE TRIBUNAL DE
PROSEP INC.

[ENTÊTE DE KPMG]

CANADA

COUR SUPÉRIEURE
(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-045554-132

DANS L'AFFAIRE DU PLAN DE COMPROMIS
DE :
PROSEP INC.

DÉBITRICE

- et -

KPMG INC.

CONTRÔLEUR

**PROCURATION, INSTRUCTIONS AUX CRÉANCIERS VISÉS
ET AVIS DE CHOIX**

VEUILLEZ REMPLIR, SIGNER ET DATER LE PRÉSENT FORMULAIRE DE PROCURATION ET LE FAIRE PARVENIR AU CONTRÔLEUR, KPMG INC., AU PLUS TARD À 17 H LE 13 DÉCEMBRE 2013 (LA « DATE LIMITE POUR VOTER »), OU EN TOUT TEMPS AVANT 17 H LE JOUR OUVRABLE PRÉCÉDANT IMMÉDIATEMENT LA DATE À LAQUELLE L'ASSEMBLÉE DES CRÉANCIERS EST ÉVENTUELLEMENT AJOURNÉE OU REPORTÉE. UNE PROCURATION PEUT ÉGALEMENT ÊTRE REMISE AU PRÉSIDENT DE L'ASSEMBLÉE DES CRÉANCIERS AVANT L'OUVERTURE DE LADITE ASSEMBLÉE DES CRÉANCIERS OU DE SA REPRISE EN CAS D'AJOURNEMENT OU DE REPORT.

THE ENGLISH VERSION OF THIS FORM OF PROXY IS AVAILABLE ON THE WEB SITE OF THE MONITOR APPOINTED UNDER THE CCAA AT <http://www.kpmg.com/ca/prosep>.

Veillez utiliser le présent Formulaire de procuration si vous ne souhaitez pas assister à l'Assemblée des Créanciers afin d'y voter en personne mais souhaitez plutôt nommer un fondé de pouvoir qui assistera l'Assemblée des Créanciers pour vous, qui votera en votre nom pour ou contre le Plan selon vos directives et qui agira par ailleurs en votre nom à l'Assemblée des Créanciers et à tout ajournement, tout report ou toute remise de celle-ci.

Le 19 novembre 2013, la Cour supérieure du Québec (Chambre commerciale) a prononcé une ordonnance établissant certaines formalités afin d'identifier, établir, statuer ou autrement résoudre les réclamations contre la Débitrice et pour le déroulement de l'Assemblée des Créanciers (l'« Ordonnance »), dont un exemplaire est disponible sur le site web du Contrôleur au <http://www.kpmg.com/ca/prosep-fr>. L'Ordonnance

contient des renseignements importants sur la procédure de vote. Veuillez lire l'Ordonnance relative à l'Assemblée des Créanciers et les instructions ci-jointes avant de transmettre la présente procuration.

Le Plan est joint à l'Avis de convocation de la Débitrice daté du 22 novembre 2013, dont vous avez reçu copie. Les définitions figurant dans l'Ordonnance (tel que défini ci-dessous) s'appliquent au présent formulaire de procuration. Vous devriez lire le Plan avant de voter.

Si la Cour supérieure du Québec homologue le Plan, le Plan vous liera, même si vous n'avez pas voté.

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DANS L'AFFAIRE DU PLAN DE COMPROMIS DE PROSEP INC.

RUBRIQUE 1 NOMINATION D'UN FONDÉ DE POUVOIR

En cochant l'une des deux cases ci-après, le créancier visé soussigné révoque par les présentes toute procuration préalablement donnée et désigne comme fondé de pouvoir soit _____, soit un représentant de KPMG Inc., ès qualités de contrôleur (si vous souhaitez que le contrôleur soit votre fondé de pouvoir, veuillez ne rien inscrire), avec pleins pouvoirs de substitution, afin qu'il assiste, vote ou agisse par ailleurs pour le soussigné à l'Assemblée des Créanciers et à toute reprise de celle-ci en cas d'ajournement, et qu'il exerce les droits de vote rattachés à la réclamation du soussigné. Sans que soit limitée la généralité du pouvoir conféré par les présentes, le fondé de pouvoir est tenu de voter de la façon indiquée ci-après. Le fondé de pouvoir est par ailleurs autorisé à voter à son gré et à agir par ailleurs pour le compte du soussigné à l'égard de toute modification du Plan et de toute question pouvant être soumise à l'Assemblée des Créanciers ou à toute reprise de celle-ci en cas d'ajournement et à exercer les droits de vote rattachés à ou ses réclamation(s), de la façon indiquée ci-après :

Vote POUR l'approbation du Plan Vote CONTRE l'approbation du Plan

Veillez noter qu'en l'absence d'indication le créancier visé sera réputé avoir voté POUR l'approbation du Plan.

Fait en ce _____ jour de _____ 2013.

Inscrire le nom du créancier visé en caractères d'imprimerie

Signature du créancier visé ou, s'il s'agit d'une société par actions, d'une société de personne ou d'une fiducie, de son signataire autorisé

Fonctions du signataire autorisé de la société par actions, de la société de personnes ou de la fiducie, selon le cas

Adresse courriel du créancier visé

Numéro de téléphone du créancier visé ou du signataire autorisé

Adresse postale du créancier visé

Aucune commission ou autre rémunération ne sera payable à un courtier, à un intermédiaire ou à quiconque d'autre qui sollicite des votes relatifs au Plan. Le présente formulaire de procuration et de vote n'est pas une lettre d'envoi et peut servir uniquement à nommer un fondé de pouvoir et à voter pour l'acceptation ou le rejet du Plan.

POUR QUE LA DÉSIGNATION DE VOTRE FONDÉ DE POUVOIR, VOTRE VOTE ET, LE CAS ÉCHÉANT, VOS CHOIX SOIENT PRIS EN COMPTE, LE CONTRÔLEUR DOIT RÉELLEMENT RECEVOIR VOTRE PROCURATION AUX COORDONNÉES MENTIONNÉES CI-APRÈS AU PLUS TARD À 17 H, À LA DATE LIMITE POUR VOTER (LE 13 DÉCEMBRE 2013) OU OU EN TOUT TEMPS AVANT 17 H LE JOUR OUVRABLE PRÉCÉDANT IMMÉDIATEMENT LA DATE À LAQUELLE L'ASSEMBLÉE DES CRÉANCIERS EST ÉVENTUELLEMENT AJOURNÉE OU REPORTÉE.

**KPMG INC.
CONTRÔLEUR DE PROSEP INC.
600, boulevard de Maisonneuve Ouest
Bureau 1500
Montréal, Québec
Canada H3A 0A3
Objet : Assemblée des créanciers de ProSep Inc.**

Une Procuration peut également être remis en mains propres au président de l'Assemblée des Créanciers, avant le début de cette assemblée.

SI VOUS AVEZ DES QUESTIONS CONCERNANT LA PRÉSENTE PROCURATION OU LES FORMALITÉS DE VOTE, OU SI VOUS AVEZ BESOIN DE FORMULAIRES DE PROCURATION ET DE VOTE OU DE COPIES SUPPLÉMENTAIRES DES DOCUMENTS CI-JOINTS, VEUILLEZ COMMUNIQUER AVEC LE CONTRÔLEUR AU 1-866-576-4226, DEMANDEZ POUR « MONTRÉAL », PUIS POUR LE POSTE 8558 OU VOUS RENDRE SUR LE SITE WEB DU CONTRÔLEUR AU <http://www.kpmg.com/ca/prosep-fr>.

INSTRUCTIONS POUR REMPLIR LE FORMULAIRE DE PROCURATION

1. Les définitions figurant dans l'ordonnance rendue par la Cour Supérieure du Québec le 19 novembre 2013 (l'« Ordonnance »), que vous pouvez consulter sur le site Web du contrôleur au <http://www.kpmg.com/ca/prosep-fr>, s'appliquent au présent formulaire de procuration.
2. Veuillez lire et suivre ces instructions avec attention. Pour que la désignation de votre fondé de pouvoir soit prise en compte, le contrôleur doit réellement recevoir votre procuration au plus tard à 17 heures le 13 décembre 2013 (la « Date limite pour voter »), ou en tout temps avant 17 heure le jour ouvrable précédant immédiatement la date à laquelle l'assemblée des créanciers est éventuellement ajournée ou reportée, le cas échéant. Une procuration peut également être remise au président de l'assemblée des créancier avant l'ouverture de ladite assemblée des créanciers ou de sa reprise en cas d'ajournement ou de report.
3. Pour vous faire représenter par fondé de pouvoir à l'Assemblée des Créanciers au moyen de la présente procuration et pour que votre vote d'acceptation ou de rejet du plan en vertu de la LACC soit compté, veuillez procéder comme suit :
 - a. Si vous souhaitez voter par procuration plutôt qu'en personne à l'Assemblée des Créanciers, veuillez inscrire le nom de votre fondé de pouvoir à la rubrique 1 ou, si vous souhaitez qu'un représentant du Contrôleur soit votre fondé de pouvoir, n'inscrivez rien;
 - b. Cochez la case voulue à la rubrique 1 si vous souhaitez voter par procuration plutôt qu'en personne à l'Assemblée des Créanciers (NOTE : Si vous ne cochez aucune des cases, vous serez réputé avoir voté POUR l'approbation du Plan);
 - c. Signez la procuration. La procuration doit porter votre signature originale pour que soit assurée votre représentation par fondé de pouvoir à l'Assemblée des Créanciers;
 - d. Si vous remplissez la procuration à titre de représentant dûment autorisé d'une société ou d'une autre entité, indiquez votre lien avec elle et à quel titre vous signez. Il pourrait vous être demandé ultérieurement une preuve de votre pouvoir de signature. Veuillez également fournir votre nom et votre adresse postale;
 - e. Retournez votre procuration dûment remplie et signée au Contrôleur au plus tard à 17 heures le 13 décembre 2013 (la « Date limite pour voter »), ou en tout temps avant 17 heure le jour ouvrable précédant immédiatement la date à laquelle l'assemblée des créancier est éventuellement ajournée ou reportée, le cas échéant. Une procuration

peut également être remise au président de l'assemblée des créanciers avant l'ouverture de ladite assemblée des créanciers ou de sa reprise en cas d'ajournement ou de report.

4. Chaque créancier visé (tel que désigné par le terme anglais « *Affected Creditors* » dans la version originale anglaise du Plan) habilité à voter à l'Assemblée des Créanciers a le droit de nommer une personne (qui n'a pas à être un créancier visé), pour assister, agir et voter en son nom à l'Assemblée des Créanciers. Ce droit peut être exercé en inscrivant le nom de la personne ainsi nommée dans l'espace prévu à cette fin. Si aucun nom n'est inscrit dans l'espace prévu, le créancier visé sera réputé avoir nommé comme fondé de pouvoir un dirigeant de KPMG Inc., ès qualités de Contrôleur, ou toute autre personne désignée par KPMG Inc., avec pleins pouvoirs de substitution, pour assister à l'Assemblée des Créanciers qui se tiendra dans le cadre du Plan, et à tout ajournement, toute reprise ou tout remise de l'Assemblée des Créanciers, et y voter en son nom.
5. Si vous avez besoin de Formulaires de procuration supplémentaires, veuillez communiquer immédiatement avec le Contrôleur.
6. Si plusieurs procurations sont reçues de la même personne avant la date limite pour voter, la procuration qui porte la date la plus récente, valablement signée et reçue à temps, a préséance sur les autres procurations reçues antérieurement qu'elle a pour effet de révoquer. Cependant, si le Contrôleur reçoit d'un détenteur de réclamations des procurations qui portent la même date mais qui sont contradictoires, ces procurations ne seront pas prises en compte. La procuration qui ne porte pas de date dans l'espace prévu à cette fin sera réputée porter la date à laquelle le Contrôleur l'a reçue.
7. Si le créancier visé transmet valablement une procuration au Contrôleur puis assiste à l'Assemblée des Créanciers et vote de façon incompatible avec la procuration remise, son vote à l'Assemblée des Créanciers remplacera et révoquera la procuration préalablement reçue.
8. Les procurations seront également acceptées si remises au président de l'Assemblée des Créanciers avant le début de cette assemblée, ou si, en vue de voter à une Assemblée des Créanciers ayant été ajournée, reportée ou remise, elles sont reçues par le Contrôleur avant 17 h le jour ouvrable précédant l'ajournement, le report ou la remise d'une telle assemblée.
9. Les procurations illisibles ou qui contiennent des renseignements insuffisants pour permettre d'identifier le réclamant ne seront pas prisE en compte.
10. Les procurations qui prétendent n'accepter ou rejeter que partiellement le Plan ne seront pas prises en compte.
11. Après la date limite pour voter, une procuration ne peut plus être retirée ou modifiée sans le consentement préalable de la Débitrice, sauf par dépôt d'une

autre procuration auprès du président de l'Assemblée des Créanciers ou par vote en personne d'un créancier à l'Assemblée des Créanciers.

VEUILLEZ SOUMETTRE VOTRE PROCURATION DANS LES PLUS BREFS DÉLAIS. SI VOUS AVEZ DES QUESTIONS À PROPOS DU FORMULAIRE DE PROCURATION OU DES FORMALITÉS EN GÉNÉRAL, OU SI VOUS AVEZ BESOIN DE COPIES SUPPLÉMENTAIRES DU FORMULAIRE DE PROCURATION OU D'AUTRES DOCUMENTS QUI Y SONT JOINTS, VEUILLEZ COMMUNIQUER AVEC LE CONTRÔLEUR AU 1-866-576-4226, DEMANDEZ POUR « MONTRÉAL », PUIS POUR LE POSTE 8558 OU VISITER SON SITE WEB AU : <http://www.kpmg.com/ca/prosep-fr>.

VOUS POUVEZ UTILISER L'ENVELOPPE-RÉPONSE PRÉ-ADRESSÉE FOURNIE AVEC LE FORMULAIRE DE PROCURATION OU VOUS POUVEZ RETOURNER VOTRE FORMULAIRE DE PROCURATION PAR COURRIEL, TÉLÉCOPIEUR, COURRIER ORDINAIRE, MESSENGER OU COURRIER RECOMMANDÉ À L'ADRESSE SUIVANTE :

KPMG INC.
CONTRÔLEUR DE PROSEP INC.
600, boulevard de Maisonneuve Ouest
Bureau 1500
Montréal (Québec)
Canada H3A 0A3
Objet : Assemblée des créanciers de ProSep Inc.

SCHEDULE "J"
DRAFT SANCTION ORDER

[Begins on next page]

EXHIBIT ONLY
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EXEMPLE SEULEMENT

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No: 500-11-04554-132

DATE: December ●, 2013

PRESENT: THE HONOURABLE ●, J.S.C.

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

PROSEP INC.

Debtor/Petitioner

-and-

KPMG INC.

Monitor

SANCTION ORDER

CONSIDERING ProSep Inc.'s (the "**Petitioner**") *Motion for the Issuance of an Order Sanctioning the Plan of Compromise and Other Relief* (the "**Motion**"), pursuant to section 6,9 and 10 *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the affidavit and exhibits filed in support thereto, the ● Report of KPMG Inc. (the "**Monitor**") and the submissions of counsel for the Petitioner and the Monitor;

GIVEN the provisions of the Initial Order issued by this Court in this matter on October 28, 2013;

GIVEN the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **GRANTS** the Motion;

DEFINITIONS

- [2] **ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise of ProSep Inc. dated November 15, 2013, filed by ProSep Inc. and accepted for filing on November [19], 2013, which is attached hereto as Schedule "A" (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**"), and the Claims and Meeting Procedure Order granted by the Court on November [19], 2013 (the "**Claims and Meeting Procedure Order**"), as the case may be;

SERVICE AND MEETING

- [3] **ORDERS AND DECLARES** that there has been good and sufficient service, delivery and notice of the Meeting Materials, the Plan and the Monitor's ● Report dated November ●, 2013, for the purpose of the Creditors' Meeting, and that the Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the Claims and Meeting Procedure Order;
- [4] **DECLARES** valid and sufficient the service and the notices of presentation of the Motion and of the Monitor's ● Report filed for the purpose of this Order and **EXEMPTS** the Petitioner from service or providing any notice of presentation of the Motion other than the service and notice already given;

SANCTION OF THE PLAN

- [5] **ORDERS AND DECLARES** that:
- (a) the Plan has been approved by the Required Majority of Affected Creditors with Proven Claims in conformity with the CCAA;
 - (b) the Petitioner has complied with the provisions of the CCAA and all the Orders made by this Court in the context of these CCAA Proceedings in all respects;
 - (c) the Court is satisfied that the Petitioner has neither done nor purported to do anything that is not authorized by the CCAA; and
 - (d) the Petitioner has acted in good faith and with due diligence, and the Plan (and its implementation), is fair and reasonable, and in the best interests of the Petitioner, the Affected Creditors, the other stakeholders of the Petitioner and all other Persons stipulated in the CCAA Plan;
- [6] **ORDERS AND DECLARES** that the Plan and its implementation, are hereby sanctioned and approved pursuant to Section 6 of the CCAA;

PLAN IMPLEMENTATION

- [7] **DECLARES** that the Petitioner and the Monitor, are hereby authorized and directed to take all steps and actions, and to do all such things, as determined by the Monitor and the Petitioner, respectively, to be necessary or appropriate to implement the Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, as required by the Monitor or the Petitioner, respectively, as contemplated by the Plan, and all such steps, transactions and agreements are hereby approved;
- [8] **ORDERS** that on the Plan Implementation Date, the directors and officers of the Petitioner shall be authorized and directed to issue, execute and deliver any and all agreements, documents and instruments contemplated by the Plan, and to perform their respective obligations under such agreements, documents and instruments as may be necessary or desirable to implement and effect the Plan, and to take any further actions required in connection therewith;
- [9] **DECLARES** that upon filing of the Monitor's Certificate with the Court, the Petitioner shall be authorized, but not required, to proceed with the liquidation of the Petitioner by filing Articles of Dissolution with the Court, whereupon the Petitioner shall be deemed dissolved for all purposes without the necessity for any other or further action by or on behalf of any Person, including the Petitioner and its security-holders, directors, officers, managers or partners or for any payments to be made in connection therewith, provided, however, that the Petitioner and/or Monitor shall cause to be filed with the appropriate governmental entities articles, agreements or other documents of dissolution for the dissolved Petitioner to the extent required by Applicable Law;
- [10] **DECLARES** that upon the filing of the Articles of Dissolution by the Petitioner, the term of office of any individuals who are directors of the Petitioner shall immediately terminate, without any requirement or further action on the part of the Petitioner or directors of the Petitioner;
- [11] **ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, releases, offsets and cancellations effected thereby are hereby approved, shall be deemed to be implemented and shall be binding and effective in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan, in the sequence provided therein, and shall enure to the benefit of and be binding upon the Petitioner, the Released Parties and all Persons affected by the Plan;
- [12] **ORDERS** that from and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Petitioner then existing or previously committed by the Petitioner, or caused by the Petitioner, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Petitioner arising directly or indirectly from the filing by the Petitioner under the CCAA and the implementation of the Plan and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement

shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Petitioner from performing its obligations under the Plan or be a waiver of defaults by the Petitioner under the Plan and the related documents;

- [13] **ORDERS** that from and after the Plan Implementation Date, and for the purposes of the Plan only, if the Petitioner does not have the ability or the capacity pursuant to Applicable Law to provide its agreement, waiver, consent or approval to any matter requiring its agreement, waiver, consent or approval under the Plan, such agreement, waiver, consent or approval may be provided by the Monitor, or that such agreement, waiver, consent or approval shall be deemed not to be necessary;
- [14] **ORDERS** that upon fulfillment or waiver of the Conditions Precedent to implementation of the Plan as set out and in accordance with section 5.3 of the Plan, the Monitor shall deliver the Monitor's Certificate, substantially in the form attached as Schedule "B" to this Order, to the Petitioner in accordance with section 5.4 of the Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Monitor's Website;
- [15] **DECLARES** that the determination of Proven Claims in accordance with the Claims and Meeting Procedure Order shall be final and binding on the Petitioner and all Affected Creditors;

DISTRIBUTIONS BY THE MONITOR

- [16] **ORDERS** that on the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Affected Claims of Affected Creditors and to manage the distribution of the Proceeds in accordance with the Plan;
- [17] **ORDERS AND DECLARES** that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Petitioner, to the Affected Creditors with Proven Claims under the Plan are for the account of the Petitioner and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;
- [18] **DECLARES** that all persons holding Equity Claims shall not receive a distribution under the Plan or otherwise receive anything in respect of their shares;
- [19] **ORDERS** that notwithstanding:
- (a) the pendency of the CCAA Proceedings and declarations of insolvency made therein;
 - (b) the pendency of any applications for bankruptcy orders hereafter issued pursuant to the BIA in respect of the Petitioner and any bankruptcy orders issued in respect of the Petitioner; or
 - (c) the provisions of any federal or provincial statute, including section 36.1 of the CCAA and sections 95 to 101 of the BIA;

that none of the transactions, asset transfers, steps, releases or compromises contemplated to be performed or effected pursuant to the Plan, shall (i) constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or other, or (ii) constitute conduct meriting an oppression remedy.

RELEASES AND DISCHARGES

- [20] **ORDERS AND DECLARES** that the compromises and releases set out in Article 4.1 of the Plan are approved and shall be binding and effective as of the Plan Implementation Date;
- [21] **ORDERS AND DECLARES** that on the Plan Implementation Date, all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
- [22] **ORDERS** that, without limitation to the Claims and Meeting Procedure Order, any holder of a Claim, including any Affected Creditor, who did not file a Proof of Claim Form in accordance with the provisions of the Claims and Meeting Procedure Order, shall be and is hereby forever barred from making any Affected Claim against the Petitioner and any of its successors and assigns, and shall not be entitled to any distribution under the Plan, and that such Affected Claim is forever extinguished;
- [23] **ORDERS** that all Affected Creditors having an Affected Claim of any nature against the Petitioner or any of its successors and assigns shall, at the request of the Petitioner, or such successor or assign, from and after the Plan Implementation Date, without delay, execute and deliver such releases, discharges, authorizations and directions, instruments, notices and other documents as may reasonably be requested for the purpose of evidencing and/or registering the release and discharge of any and all Financial Charges (as defined hereunder) with respect to such Affected Claims of any nature, the whole at the expense of the Petitioner or its successors or assigns, as the case may be;

For the purpose of this Order, "Financial Charge" means any and all legal causes of preference (as such term is defined in Article 2647 of the *Civil Code of Québec*), any instrument, document or statutory entitlement that evidences, constitutes or secures an obligation of the Petitioner or a Claim against the Petitioner for the payment of money or the performance of any other obligation, whether or not such obligation or Claim has been proven in accordance with the Claims and Meeting Procedure Order, including any mortgage, charge, priority, security interest, lien, pledge, construction lien, statutory lien (whether for taxes or otherwise), claim for lien, construction lien or statutory lien (whether for taxes or otherwise), claim for royalty, judgment, execution or writ of execution and order of this Court creating a charge, lien or encumbrance on the assets of the Petitioner;

- [24] **PRECLUDES** the prosecution against the Petitioner or its successors and assigns, whether directly, derivatively or otherwise, of any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged or terminated pursuant to the Plan;

CHARGES

- [25] **ORDERS** that, upon the Plan Implementation Date, all CCAA Charges against the Petitioner or its property created by the Initial Order or any subsequent orders shall be determined, discharged and released;

STAY OF PROCEEDINGS

- [26] **EXTENDS** the Stay Period (as defined in the Initial Order and as extended from time to time) to and including the Plan Implementation Date;
- [27] **DECLARES** that the protections afforded under paragraphs 7 and 8 of the Initial Order, as amended and extended from time to time, shall apply *mutatis mutandis* to the Released Parties;
- [28] **ORDERS** that all orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order, the Claims and Meeting Procedure Order, or any further Order of this Court;

THE MONITOR

- [29] **ORDERS** that all actions and conduct of the Monitor in connection with the Claims, the CCAA Charges, the Plan and the CCAA Proceedings, including the actions and conduct of the Monitor disclosed in the Monitor's Reports, are hereby approved, and that the Monitor has satisfied all of its obligations up to and including the date of this Order;
- [30] **ORDERS** that, effective upon the Plan Implementation Date, any and all claims against the Monitor in connection with the performance of its duties as Monitor of the Petitioner up to the Plan Implementation Date shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof except for any liability arising out of gross negligence or willful misconduct on the part of the Monitor, provided however that this paragraph shall not release the Monitor of its remaining duties pursuant to the Plan and this Order (the "**Remaining Duties**");
- [31] **ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with the proposed action or proceeding;
- [32] **DECLARES** that the protections afforded to KPMG Inc., as Monitor and as officer of this Court, pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceedings shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect;
- [33] **DECLARES** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, be and is hereby authorized and empowered to the exclusion of all other Persons including the Petitioner, to perform its functions and fulfill its obligations under the Plan, the Claims and Meeting Procedure Order and this Order, to facilitate the implementation of the Plan;

- [34] **DECLARES** that the Monitor shall be entitled to rely on the books and records of the Petitioner and any information provided by the Petitioner without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information;
- [35] **DECLARES** that any distributions under the Plan and this Order shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Petitioner for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 14 of the *Act Respecting the Ministère du Revenu* (Québec), section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario) or any other similar federal, provincial or territorial tax legislation (collectively the "**Tax Statutes**") given that the Monitor is only a disbursing agent under the Plan, and the Monitor in making such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of it making any payments ordered or permitted hereunder, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and this Order and any claims of this nature are hereby forever barred;
- [36] **DECLARES** that the Monitor shall not, under any circumstances, be liable for any of the Petitioner's tax liabilities regardless of how or when such liability may have arisen;
- [37] **DECLARES** that the Monitor shall incur no liability as a result of acting in accordance with the Plan and the Orders, including without limitation, this Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of the Monitor;
- [38] **ORDERS** that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court the Monitor's Plan Completion Certificate, substantially in the form attached as Schedule "C" to this Order (the "**Monitor's Plan Completion Certificate**") stating that all of the Monitor's Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of the Monitor's Plan Completion Certificate, KPMG Inc. shall be deemed to be discharged from its duties as Monitor of the Petitioner in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings;
- [39] **ORDERS AND DECLARES** that the Monitor and the Petitioner, and their successors and assigns, as necessary, are authorized to take any and all actions as may be necessary or appropriate to comply with applicable Tax withholding and reporting requirements. All amounts withheld on account of Taxes shall be treated for all purposes as having been paid to the Affected Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental authority;

GENERAL

- [40] **DECLARES** that the Monitor or the Petitioner may, from time to time, apply to this Court

for any advice, directions or determinations concerning the exercise of their respective powers, duties and rights hereunder or in respect of resolving any matter or dispute relating to, or to the subject matter of or rights and benefits under, the Plan or this Order, including, without limitation, regarding the distribution mechanics under the Plan;

- [41] **DECLARES** that any other affected party that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Petitioner and the Monitor;
- [42] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for an order recognizing the Plan and this Order and confirming the Plan and this Order are binding and effective in such jurisdiction;
- [43] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order, including the registration of this Order in any office of public record by any such court or administrative body or by any Person affected by the Order;

THE WHOLE WITHOUT COSTS.

Montreal, December _____, 2013

Honourable ●, J.S.C.

SCHEDULE "A"
PLAN OF COMPROMISE

[SEE ATTACHED]

EXHIBIT ONLY
NOT OFFICIAL VERSION
VERSION NON OFFICIELLE
EXEMPLE SEULEMENT

SCHEDULE "B"

MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. : 500-11-045554-132

SUPERIOR COURT

Commercial Division
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C., c. C-36, as amended)

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

PROSEP INC.

Petitioner

-and-

KPMG INC.

Monitor

**CERTIFICATE OF THE MONITOR OF PROSEP INC.
(Plan Implementation)**

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Plan of Compromise of ProSep Inc. ("Prosep") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated ●, 2013 (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "Plan").

Pursuant to section 5.4 of the Plan, KPMG Inc. (the "Monitor"), in its capacity as Court-appointed Monitor of Prosep, delivers this certificate to Prosep and hereby certifies that all of the conditions precedent to implementation of the Plan as set out in section 5.3 of the Plan have been satisfied or waived. Pursuant to the Plan, the Plan Implementation Date has occurred on this day. This Certificate will be filed with the Court and posted on the Monitor's Website.

DATED at the City of Montréal, in the Province of Québec, this ____ day of _____, 2014.

KPMG INC., in its capacity as the Court-appointed Monitor of Prosep Inc. and not in its personal capacity.

Per:

Name:

Title:

EXHIBIT ONLY
NOT OFFICIAL VERSION

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EXEMPLE SEULEMENT

SCHEDULE "C"
MONITOR'S PLAN COMPLETION CERTIFICATE

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC
 DISTRICT OF MONTRÉAL

Commercial Division
 (Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
 R.S.C., c. C-36, as amended)

No. : 500-11-045554-132

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

PROSEP INC.

Petitioner

-and-

KPMG INC.

Monitor

CERTIFICATE OF THE MONITOR
(Plan Completion)

RECITALS:

- A. Pursuant to an Order of the Honourable ● of the Québec Superior Court (Commercial Division) (the "**Court**") dated October 28, 2013, KPMG Inc. was appointed as the Monitor (the "**Monitor**") of ProSep Inc. ("**Prosep**").
- B. Pursuant to an Order of the Honourable ● of the Court dated December ●, 2013 (the "**Sanction Order**"), the Court sanctioned and approved the Plan of Compromise of ProSep Inc. pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated November ●, 2013 (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**").
- C. Pursuant to the Sanction Order, the Court ordered that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court a certificate stating that all of the Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of such certificate, KPMG Inc. shall be deemed to

be discharged from its duties as Monitor of Prosep in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings.

- D. All capitalized terms not otherwise defined herein shall have the meaning set out in the Sanction Order.

Pursuant to paragraph 39 of the Sanction Order, KPMG Inc. in its capacity as Court-appointed Monitor of Prosep Inc. (the "**Monitor**") hereby certifies that the Monitor has completed its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties.

DATED at the City of Montréal, in the Province of Québec, this ____ day of _____, 2014.

KPMG INC., in its capacity as the Court-appointed Monitor of Prosep Inc. and not in its personal capacity.

Per:

Name:

Title:

EXHIBIT ONLY
NOT OFFICIAL VERSION
VERSION NON OFFICIELLE
EXEMPLE SEULEMENT