

# INFO-SIROP SUPPLEMENT February 2007

## TERMS AND CONDITIONS FOR THE DISTRIBUTION OF CERTAIN ASSETS OF THE REGROUPEMENT POUR LA COMMERCIALISATION DES PRODUITS DE L'ÉRABLE INC. TO PRODUCERS WHO DELIVERED MAPLE SYRUP TO THE QUEBEC FEDERATION OF MAPLE SYRUP PRODUCERS' SALES AGENCY IN 1990 AND 1991

The Quebec Federation of Maple Syrup Producers/Fédération des producteurs acéricoles du Québec (the "Federation") has decided, with no obligation on its part, to pay out an amount of \$12,000,000 which it obtained following the dissolution of the Regroupement pour la commercialisation des produits de l'érable inc. ("RCPEQ"), to producers (including legal entities and partnerships) who delivered maple syrup to the Federation's sales agency in 1990 and 1991 and who were not paid in full for this syrup, on the following terms and conditions:

- The Federation has mandated the Miller Thomson Pouliot LLP law firm to receive claims and distribute amounts;
- Any producer wishing to receive payment for sums not received in 1990 and 1991 must make a written claim between February 1, 2007 and May 31, 2007 inclusive. Any claim received after May 31, 2007 will be rejected. For your information, at the end of this notice is a table showing the sums not paid by the sales agency for syrup in 1990 and 1991;
- Claims for payment must be made on the prescribed form, including a sworn statement and accompanied by the producer's supporting documents kept by the producers. The prescribed form will be posted on the Federation's web site at [www.siropperable.ca](http://www.siropperable.ca) on January 15, 2007. The duly completed form must be sent to:

Distribution RCPEQ  
Miller Thomson Pouliot LLP  
1155 boul. René-Lévesque ouest, 31<sup>st</sup> floor  
Montréal (Québec) H3B 3S6

- In the event a producer did not keep any supporting documents, Miller Thomson Pouliot will validate the lists and records obtained from the RCPEQ and the Federation. If these lists and records prove to be reliable, Miller Thomson Pouliot may accept unsupported claims for payment, provided that the producer's transactions are confirmed by such lists or such records;
- Claims for payment that are incomplete, impossible to validate, not supported by a sworn statement, or not made on the prescribed form, will be rejected;
- It is expressly agreed that the voluntary distribution initiated by the Federation creates no obligation on the part of the Federation that could constitute a debt or the proceeds from the sale of maple syrup. This distribution is purely gratuitous and may not be the subject of any assignment of claim, security interest, hypothec, seizure or other encumbrance. The Federation assumes no responsibility to any third party whatsoever who may have claims against any payment. Nevertheless, the Federation may graciously accept, with no obligation on its part, any assignment of payment a producer may indicate on the prescribed form.

### SPECIAL CASES

Special cases will be resolved by Miller Thomson Pouliot, whose decision will be final and binding. Here is a list of the most common special cases and how they will be handled:

- Any producer who operated in a partnership in 1990 and 1991 and whose partnership has since been modified or dissolved will have to provide proof that the partnership existed and, if applicable, obtain consent to his claim by all members of the partnership in 1990 and 1991 or a waiver by one or more non-participating members or their heirs.
- A producer who delivered maple syrup through a legal entity now dissolved will not be eligible to file a claim except if a close-out or dissolution agreement provided for distribution of the assets before dissolution. The beneficiary or beneficiaries of the assets of that legal entity will bear the burden of proof to reasonably convince Miller Thomson Pouliot of the validity of the claim.
- The direct heirs of a deceased producer (or the executor in the event the estate has not yet been settled) will have to furnish, as the case may be, a death certificate, a notarized copy of the will or a certified true copy of the probate of the will of the deceased person and all the supporting documents Miller Thomson Pouliot may reasonably request. Only a producer's direct heirs will be eligible to receive payment.
- If, during that period, the producer traded through a legal entity and disposed of his participating shares in that legal entity, only the legal entity who delivered the syrup to the sales agency will be entitled to a payment.
- In general, the Federation does not intend to incur any research or verification expenses and anyone dealing with Miller Thomson Pouliot regarding this distribution shall bear the burden of providing acceptable supporting documents. In case of doubt, the claim will be rejected, because the Federation does not intend to distribute any sum whatsoever without being reasonably certain that payments are correctly made. In the event that certain sums are paid in error or due to misrepresentations, the Federation reserves the right to recover all such sums.
- Any producer who is under investigation by the Federation and who submits a claim deemed acceptable will see his payment withheld until the investigation is completed.
- Any producer who owes money to the Federation, either as unpaid contributions, liquidated damages, penalties or other, will see the proceeds of his accepted claim retained or reduced by the amount he owes the Federation.
- Once all the claims have been received and accepted or rejected, the balance (subject to certain amounts that may be retained for litigated cases) of the sums available will be distributed pro rata based on the principal of the claims accepted. For your information, payments should be made in summer 2007. At no time and under no circumstances will the Federation distribute more than a total of \$12,000,000, regardless of the total claims accepted.

### NOTICE

The decision to compensate producers not paid in full in 1990 and 1991 by the Federation's sales agency is a discretionary decision on the part of the Federation.

The Board of Directors has mandated the Miller Thomson Pouliot law firm to proceed with the distribution of an amount of \$12,000,000 according to the terms and conditions set out in this statement.

Miller Thomson Pouliot has the duty to be reasonably certain of the validity of any claim, and its decision in this regard is final and binding, subject to any error in writing or calculation that can be reasonably and in good faith corrected if it is brought to the attention of Miller Thomson Pouliot within sixty (60) days of the date of payment.

These terms and conditions of distribution do not constitute a legal relationship between the Federation and the producers concerned, and any legal challenge to the distribution decided by the Federation, besides being unfounded, will constitute an absolute bar to the payment of any amount whatsoever to the contesting parties.

These terms and conditions have been established in order to be reasonably certain that the sums that will be paid out will benefit those producers who were not paid in full for maple syrup they delivered to the Federation's sales agency in 1990 and 1991.

INDICATORY OF PAYMENTS MADE FOR 1990

Syrup grade	Value/pound according to RMAQ decree	Received	Unpaid
AA	1,55 \$	1,35 \$	0,20 \$
A	1,45 \$	1,25 \$	0,20 \$
B	1,35 \$	1,10 \$	0,25 \$
C	1,15 \$	0,85 \$	0,30 \$
D	1,00 \$	0,60 \$	0,40 \$
NG	0,60 \$	0,00 \$	0,60 \$

INDICATORY OF PAYMENTS MADE FOR 1991

Syrup grade	Value/pound according to RMAQ decree	Received	Unpaid
AA	1,55 \$	1,00 \$	0,55 \$
A	1,45 \$	0,90 \$	0,55 \$
B	1,35 \$	0,85 \$	0,50 \$
C	1,15 \$	0,75 \$	0,40 \$
D	1,00 \$	0,65 \$	0,35 \$
NG	0,60 \$	0,00 \$	0,60 \$

Quebec Federation of Maple Syrup Producers

LTCN 2006-12-21

The French version of Modalités de distribution de certains actifs du Regroupement pour la commercialisation des produits de l'érable inc. aux producteurs et productrices ayant livré leur sirop d'érable à l'Agence de vente de la Fédération des producteurs acéricoles du Québec en 1990 et 1991 shall prevail at all times.