

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 21st day of November, 2011.

AMONG:

Clean Acquisition Inc., a corporation incorporated under the laws of Quebec (the "**Purchaser**")

- and -

Jean-Louis Couturier (the "**Holder**")

- and -

9184-6014 Quebec Inc.

- and -

La Fiducie Familiale Jean-Louis Couturier

- and -

Les Placements Jean-Louis Couturier (1994) Inc.

(9184-6014 Quebec Inc., La Fiducie Familiale Jean-Louis Couturier and Les Placements Jean-Louis Couturier (1994) Inc. being collectively, the "**Holdcos**")

WHEREAS the Holder is the registered and/or direct or indirect beneficial owner of the number of issued and outstanding common shares and preferred shares of Distinction Group Inc. (the "**Company**") set forth on Schedule "A";

WHEREAS the Company and the Purchaser are, concurrent with the execution and delivery of this Agreement, executing and delivering an acquisition agreement (the "**Acquisition Agreement**") which, among other things, provides for the amalgamation of the Company, Purchaser and 9253-6184 Quebec Inc.;

WHEREAS the Holder has agreed to support the transactions contemplated by the Acquisition Agreement and other matters as further set forth in this Agreement (and the Holder has agreed to cause each of the Holdcos to do the same);

WHEREAS the Holder and the Holdcos acknowledge that the Purchaser would not enter into the Acquisition Agreement but for the execution and delivery of this Agreement by the Holder and the Holdcos;

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms

All terms used in this Agreement that are not defined herein and that are defined in the Acquisition Agreement shall have the respective meanings ascribed to them in the Acquisition Agreement which is attached hereto as Schedule "B".

For the purposes of this Agreement:

"Agreement" means this voting support agreement, as amended from time to time in accordance with its terms;

"Amalco" means the corporation resulting from the Amalgamation;

"Finalco" means the corporation resulting from the anticipated amalgamation of Amalco and Parent and, if applicable, certain other entities, following the Amalgamation;

"Parent" means Clean Holdings Inc., a corporation incorporated under the laws of Quebec;

"Parties" means collectively, the Purchaser, the Holder and each of the Holdcos, and **"Party"** means any of them;

"Preferred Shares" means the preferred shares in the capital of the Company, as currently constituted;

"Representatives" has the meaning ascribed thereto in Section 2.2(1)(a);

"Subject Options" means those Options in the number set forth on Schedule "A", being all of the Options owned by the Holder, and shall further include any Options acquired by the Holder after the date hereof;

"Subject Securities" means, collectively, the Subject Shares, the Subject Preferred Shares and the Subject Options;

"Subject Preferred Shares" means those Preferred Shares set forth on Schedule "A", being all of the Preferred Shares owned legally or beneficially, either directly or indirectly, by the Holder or over which the Holder exercises control or direction, either directly or indirectly, and shall further include any Preferred Shares acquired by the Holder after the date hereof;

"Subject Shares" means those Shares set forth on Schedule "A", being all of the Shares owned legally or beneficially, either directly or indirectly, by the Holder or over which the Holder exercises control or direction, either directly or indirectly, and shall further include any Shares issued upon the exercise by the Holder of Options or otherwise acquired by the Holder after the date hereof;

“**Transactions**” means the transactions described in the memorandum prepared by Deloitte & Touche LLP dated November 20, 2011, as may be amended from time to time; and

“**Transfer**” has the meaning ascribed thereto in Section 2.1(1)(c);

Section 1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (1) **Headings, etc.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.
- (2) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (3) **Certain Phrases, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of,” and (iii) “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement.
- (4) **References to Persons and Agreements.** Any reference to a Person includes its heirs, administrators, executors, legal personal representatives, successors and permitted assigns. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it.
- (5) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (6) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.
- (7) **Time References.** References to time are to local time, Montreal, Quebec.
- (8) **Schedules.** The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form an integral part hereof:

Schedule “A” - Subject Securities

Schedule “B” - Acquisition Agreement

ARTICLE 2 COVENANTS

Section 2.1 Covenants as to the Subject Securities

- (1) The Holder and each of the Holdcos hereby covenant and agree in favour of the Purchaser that:
 - (a) at any meeting of securityholders of the Company called to vote upon the Amalgamation Resolution or the transactions contemplated by the Acquisition Agreement, including the Company Meeting, or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Amalgamation Resolution or the transactions contemplated by the Acquisition Agreement is sought, all of the Subject Securities shall be caused to be counted as present for purposes of establishing quorum in respect of the holders of Subject Securities, and shall be voted (or caused to be voted): (i) in favour of the approval, consent, ratification and adoption of the Amalgamation Resolution (and any actions required in furtherance thereof) and each of the transactions contemplated by the Acquisition Agreement, notwithstanding the existence of an Acquisition Proposal; and (ii) in favour of any other matter necessary for the consummation of the Amalgamation;
 - (b) at any meeting of securityholders of the Company or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) of all or some of the securityholders is sought, all of the Subject Securities shall be caused to be counted as present for purposes of establishing quorum in respect of the holders of Subject Securities, and shall be voted (or caused to be voted) against: (i) any Acquisition Proposal or any transaction similar to an Acquisition Proposal initiated or proposed by the Company or any other Person (other than the Purchaser and its affiliates); (ii) any merger agreement or merger (other than the Amalgamation and the Acquisition Agreement), consolidation, business combination, sale, lease or transfer of a material amount of assets, amalgamation, plan of arrangement, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company; (iii) any amendment of the Company's articles, by-laws or other proposal or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal or transaction would in any manner delay, impede, impair, frustrate, prevent or nullify the Amalgamation or any of the transactions contemplated by the Acquisition Agreement, or change in any manner the voting rights of the Subject Securities or any other securities of the Company; (iv) any action, agreement, transaction or proposal that would reasonably be expected to result in a breach of any representation, warranty, covenant, agreement or other obligation of the Holder or any of the Holdcos under this Agreement; and (v) any action, agreement, transaction or

proposal that might reasonably be regarded as being directed towards or likely to prevent or delay the Company Meeting or the successful completion of the transactions contemplated by the Acquisition Agreement;

- (c) without the prior written consent of the Purchaser, the Holder and the Holdcos, as applicable, shall not, directly or indirectly: (i) sell, transfer, assign, deposit into a take-over bid, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey, dispose of or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to a Transfer of, any of the Subject Securities, to any person, other than pursuant to the Acquisition Agreement (including Section 2.9) or in accordance with this Agreement; or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement;
- (d) the Holder and the Holdcos shall not exercise any rights of dissent (or directly or indirectly cause to be exercised any rights of dissent) provided under any Laws or otherwise in connection with the Amalgamation or any other matter contemplated by the Acquisition Agreement;
- (e) no later than five Business Days prior to the date of the Company Meeting: (i) the Holder and the Holdcos, as applicable, shall deliver or cause to be delivered to the Company, with a copy to the Purchaser concurrently, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote the Subject Securities in favour of the Amalgamation Resolution and each of the transactions contemplated by the Acquisition Agreement and in favour of any other matter necessary for the consummation of the Amalgamation; or (ii) the Holder and the Holdcos, as applicable, shall deliver or cause to be delivered a duly executed voting instruction form to the intermediary through which the Subject Securities are held, with a copy to the Purchaser concurrently, instructing that the Subject Securities be voted at the Company Meeting in favour of the Amalgamation Resolution and each of the transactions contemplated by the Acquisition Agreement and in favour of any other matter necessary for consummation of the Amalgamation. Such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked without the prior written consent of the Purchaser; and
- (f) upon written request or direction of the Purchaser, the Holder and the Holdcos, as applicable, shall execute and not revoke a form of proxy or voting instruction form in respect of any such resolution(s), appointing such Person or Persons as the Purchaser may request or direct as proxy, with full power of substitution, to attend, vote and otherwise act for and on behalf of the Holder and the Holdcos, as applicable, in respect of all the Subject

Securities and in respect of all such matters which may come before a meeting of the securityholders of the Company relating to the Amalgamation, including without limitation the Company Meeting (other than any change in the terms of the Amalgamation which would adversely modify the Consideration to be received by the Holder pursuant to the Amalgamation) including any action that would impede, interfere or discourage the Amalgamation, and in such circumstances, the Holder and the Holdcos, as applicable, shall not be responsible for its obligations under Section 2.1(1)(a), Section 2.1(1)(b) or Section 2.1(1)(e), respectively.

Section 2.2 Covenants Regarding Non-Solicitation

- (1) The Holder and each of the Holdcos hereby covenant and agree in favour of the Purchaser that the Holder and each of the Holdcos shall:
 - (a) not, directly or indirectly, through any shareholder, officer, director, employee, representative (including any financial or other adviser) or agent of the Holder or of the Holdcos (collectively "**Representatives**"), or otherwise, and shall not permit any such Person to: (i) solicit, assist, initiate, encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary of the Company or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; (iii) influence the Board of Directors to make a Change in Recommendation; (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend any Acquisition Proposal; (v) approve, endorse, recommend or execute or enter into or cause the Company to approve, endorse, recommend or execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement or other similar agreement relating to an Acquisition Proposal or any proposal or offer that could reasonably be expected to lead to an Acquisition Proposal, or that contradicts the Acquisition Agreement or this Agreement;
 - (b) cease and terminate, and cause its Representatives to, immediately cease and terminate and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser and its affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal; and
 - (c) not release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations under any confidentiality, standstill or similar

agreement or restriction to which it and such third party are parties without the prior written consent of the Purchaser (which may be withheld or delayed in the Purchaser's sole and absolute discretion).

Section 2.3 Covenants Regarding Financing and Transactions

- (1) The Holder hereby irrevocably covenants and agrees in favour of the Purchaser that:
 - (a) the Holder shall enter into and provide, and shall cause, as applicable, each of the Holdcos to enter into and provide, upon the request of Purchaser (or any of its affiliates), in favour of the lenders who are providing debt financing for the Amalgamation and the transactions contemplated by the Acquisition Agreement to Parent, assignments of rank and/or subordinations of hypothecs granted by the Company and/or its Subsidiaries in favour of him, Fiducie Familiale Jean-Louis Couturier and/or Les Placement Jean-Louis Couturier (1994) Inc. and legal opinions from his legal counsel and supporting officers' certificates and resolution in support of such legal opinions, all in such forms as are satisfactory to such lenders; and
 - (b) the Holder shall approve, and shall cause, as applicable, each of the Holdcos to approve, where such approval is required, any amendment to the articles of any successor of the Company (including without limitation Amalco and Finalco) following the Amalgamation (including without limitation the amalgamation to form Finalco) and the Transactions and the Holder shall not, and shall cause, as applicable, each of the Holdcos to not, exercise any rights of dissent (or directly or indirectly cause to be exercised any rights of dissent) provided under any Laws or otherwise in connection with such amendments and the Transactions; provided that such amendments and the Transactions do not adversely (i) amend the terms and conditions attaching to the Subject Preferred Shares (or the terms and conditions attaching to any securities into which the Subject Preferred Shares are exchanged), or (ii) affect the economic interests of the Holder as a holder of the Subject Preferred Shares (or as a holder of any securities into which the Subject Preferred Shares are exchanged).

Section 2.4 Alternative Transaction

If the Purchaser concludes that it is necessary or desirable to proceed with any alternative transaction structure that would result in the Purchaser acquiring, directly or indirectly, all of the Shares (including, for greater certainty, an Acquisition Proposal), the Holder covenants (and shall cause each of the Holdcos) to support such alternative transaction structure in the same manner as the Amalgamation (and any other matter contemplated by the Acquisition Agreement) and shall otherwise fulfill all covenants in this Agreement in respect of such alternative transaction structure, to the extent that such alternative transaction structure does not cause direct or indirect prejudice or result in any direct or indirect additional costs (including Taxes) (unless such costs are paid or otherwise indemnified by the Purchaser) to the Company, the Shareholders or the Holder.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Holder Group

- (1) The Holder and each of the Holdcos solidarily represent and warrant as follows to and in favour of the Purchaser and acknowledge that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (a) **Organization and Authority.** The Holder and each of the Holdcos has the legal capacity (including if such Holdco is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the Holder and by each of the Holdcos and constitutes a valid and binding agreement of the Holder and of each of the Holdcos, enforceable against the Holder and each of the Holdcos in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (b) **Governmental Authorization.** The execution, delivery and performance by the Holder and by each of the Holdcos of their respective obligations under this Agreement and the consummation by the Holder and by each of the Holdcos of the transactions contemplated by this Agreement does not require any action by or in respect of, or filing with, any Governmental Entity.
- (c) **Non-Contravention.** The execution, delivery and performance by the Holder and by each of the Holdcos of this Agreement and the consummation of the transactions contemplated by this Agreement by the Holder and by each of the Holdcos do not and shall not: (i) contravene, conflict with, or result in any violation or breach of any provision of any constating or governing documents, by-laws or resolutions of any of the Holdcos; (ii) contravene, conflict with or result in a violation or breach of any provision of any applicable Law; or (iii) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation under any indenture, contract, agreement, instrument or other document or understanding with any party to which the Holder or any of the Holdcos is a party or by which the Holder or any of the Holdcos or any of the Subject Securities are bound.
- (d) **Ownership, Good Title, etc.** The Holder is, and, except as permitted under Section 2.9 of the Acquisition Agreement, will continue to be until the Effective Time, the registered and beneficial owner, either directly or

indirectly, of all of the issued and outstanding securities of each of the Holdcos and of the Subject Securities. The Subject Securities represent all of the securities of the Company, or options or rights thereto (including any securities or obligations of any kind convertible into or exchangeable for any securities of the Company), directly or indirectly owned or controlled by the Holder and the Holdcos and they are owned by the Holder or the Holdcos beneficially and/or of record with good and marketable title, free and clear of any and all Encumbrances or rights of others of any nature or kind whatsoever, other than those that may arise from the terms and conditions of this Agreement. Subject to this Agreement, the Holder and the Holdcos have, and, except as permitted under Section 2.9 of the Acquisition Agreement, will retain until the Effective Time, the exclusive right to vote and dispose of the Subject Securities as provided in this Agreement.

- (e) **No Agreements.** No Person has any agreement or option, or any right, entitlement or privilege whatsoever (whether verbal or in writing), and there are no understandings or commitments (whether by Law, pre-emptive or contractual) capable of becoming an agreement, option, entitlement or privilege, for the purchase, acquisition or transfer from the Holder or the Holdcos of any of the Subject Securities or with respect to any securities of any of the Holdcos, directly or indirectly, or any interest therein or right thereto, except for pursuant to this Agreement.
- (f) **Voting.** None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, shareholder agreement, voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, to call meetings of securityholders or to give consents or approvals of any kind, except pursuant to this Agreement.
- (g) **Residency.** The Holder and each of the Holdcos are not, non-residents of Canada for the purposes of the *Income Tax Act* (Canada).

Section 3.2 Representations and Warranties of the Purchaser

- (1) The Purchaser represents and warrants as follows to and in favour of the Holder and acknowledges that the Holder is relying upon such representations and warranties in connection with the entering into of this Agreement.
 - (a) **Organization and Authority.** The Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Purchaser and performance of this Agreement by the Purchaser of its obligations hereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding agreement of the Purchaser enforceable against it in accordance

with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

- (b) **Governmental Authorization.** The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated by this Agreement do not require any action by or in respect of, or filing with, any Governmental Entity.
- (c) **Non-Contravention.** The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement by the Purchaser do not and shall not: (i) contravene, conflict with, or result in any violation or breach of any provision of the articles of incorporation, by-laws or resolutions of the Purchaser; (ii) contravene, conflict with or result in a violation or breach of any provision of any applicable Law; or (iii) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation under any indenture, contract, agreement, instrument or other document or understanding with any party to which the Purchaser is a party or by which the Purchaser is bound.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 Termination

- (1) This Agreement may be terminated prior to the Effective Time by:
 - (a) the mutual written agreement of the Parties; or
 - (b) the Holder if:
 - (i) the terms of the Amalgamation are amended in any respect that is material and adverse to the interests of the Holder without the prior written consent of the Holder; or
 - (ii) the Purchaser is in default of any material covenant or obligation under this Agreement and such default is incapable of being cured or is not cured by the earlier of the Outside Date and the date that is ten Business Days from the date of notice of such default; or
 - (c) the Purchaser if the Holder or any of the Holdcos are in default of any material covenant or obligation under this Agreement and such default is

incapable of being cured or is not cured by the earlier of the Outside Date and the date that is ten Business Days from the date of notice of such default.

- (2) This Agreement shall automatically terminate on the date the Acquisition Agreement is terminated in accordance with its terms.

Section 4.2 Effect of Termination

If this Agreement is terminated in accordance with Section 4.1 the provisions of this Agreement will become void and no Party shall have liability to the other Parties except in respect of a breach of this Agreement which occurred prior to such termination and the Holder and the Holdcos, as applicable, shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect to the Subject Securities.

Section 4.3 Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive the completion of the Amalgamation, the execution and delivery under this Agreement of any share or security transfer instruments or other documents of title to any of the Subject Securities and the payment of the Consideration for the Subject Securities pursuant to the terms of the Amalgamation and shall continue in full force and effect for the benefit of the other Parties for a period of 24 months.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Fiduciary Duties

Notwithstanding any provision of this Agreement to the contrary, the Holder shall not be limited or restricted in any way whatsoever in the exercise of his fiduciary duties as a director or officer of the Company, including without limitation, responding in his capacity as a director or officer of the Company to a *bona fide* Acquisition Proposal in compliance with the Acquisition Agreement. The Purchaser acknowledges that the provisions of this Agreement shall not be deemed or interpreted to bind the Holder in his capacity as a director or officer of the Company.

Section 5.2 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 5.3 Expenses

Each of the Parties shall pay its own legal, financial, advisory, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and any other costs and expenses whatsoever and howsoever incurred.

Section 5.4 Notices

(1) Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

(a) to the Purchaser at:

100 Wellington Street West
CP Tower, Suite 2300, PO Box 22
Toronto, ON M5K 1A1

Attention: David Samuel
Telephone: (416) 775-3809
Facsimile: (416) 775-3859

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Roderick F. Barrett/David Weinberger
Telephone: (416) 869-5524/(416) 869-5515
Facsimile: (416) 947-0866

(b) to the Holder and the Holdcos at:

695, 90th Avenue
Lasalle, Quebec H8R 3A4

Attention: Jean-Louis Couturier
Telephone: (514) 368-1505

With a copy to:

Fasken Martineau DuMoulin LLP
800, Square Victoria
Suite 3700
Montreal, Quebec H4Z 1E9

Attention: Michel Boislard
Telephone: (514) 397-7634
Facsimile: (514) 397-7600

(2) Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day

and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 5.5 Time of the Essence

Time is of the essence in this Agreement.

Section 5.6 Injunctive Relief

The Holder and the Holdcos recognize and acknowledge that this Agreement is an integral part of the transactions contemplated by the Acquisition Agreement, that the Purchaser would not enter into the Acquisition Agreement unless this Agreement was executed, and accordingly acknowledge and agree that the Purchaser would suffer irreparable harm for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by the Holder or the Holdcos, as applicable, in accordance with their specific terms or were otherwise breached. The Holder and each of the Holdcos accordingly agree that the Purchaser shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Purchaser may be entitled at law or in equity.

Section 5.7 Amendment and Waiver

- (1) This Agreement may at any time and from time to time be amended by mutual written agreement of the Parties.
- (2) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 5.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 5.9 Successors and Assigns

This Agreement is binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties.

Section 5.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.11 Governing Law

- (1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- (2) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Quebec situated in the City of Montreal and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 5.12 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 5.13 No Liability

No past, present or future affiliate, direct or indirect equityholder, controlling person, director, officer, employee, incorporator, member, manager, partner, shareholder, agent, attorney, assignee or representative of the Purchaser shall have any personal liability whatsoever to the Holder or any of the Holdcos under this Agreement, the Acquisition Agreement or any other document delivered in connection with the transactions contemplated hereby or by the Acquisition Agreement.

Section 5.14 Language

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les Parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

Section 5.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Voting Support Agreement as of the date first written above.

JEAN-LOUIS COUTURIER

By: (s) Jean-Louis Couturier

Name: Jean-Louis Couturier

9184-6014 QUÉBEC INC.

By: (s) Jean-Louis Couturier

Name: Jean-Louis Couturier

Title: President

LA FIDUCIE FAMILIALE JEAN-LOUIS COUTURIER

By: (s) Jean-Louis Couturier

Name: Jean-Louis Couturier

Title: Trustee

LES PLACEMENTS JEAN-LOUIS COUTURIER (1994) INC.

By: (s) Jean-Louis Couturier

Name: Jean-Louis Couturier

Title: President

CLEAN ACQUISITION INC.

By: (s) David Samuel

Name: David Samuel
Title: President

By: (s) Andrew Fortier

Name: Andrew Fortier
Title: Vice-President

SCHEDULE "A"
SUBJECT SECURITIES

Common Shares

9184-6014 Quebec Inc.	315,861 common shares
La Fiducie Familiale Jean-Louis Couturier	295,014 common shares
Les Placements Jean-Louis Couturier (1994) Inc.	<u>3,317,931 common shares</u>
Total :	3,928,806 common shares

Preferred Shares

Les Placements Jean-Louis Couturier (1994) Inc.	2,774,946 preferred shares
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Options

Jean-Louis Couturier	60,000 options
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SCHEDULE "B"
ACQUISITION AGREEMENT

[Redacted]

This document has already been filed on the SEDAR database as a separate material document.