

Estate #51-1793121
Court #NB19522

COURT OF QUEEN'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
JEANIE MARSHAL FOODS CANADA INC.

OF THE CITY OF MONCTON
IN THE PROVINCE OF NEW BRUNSWICK

PROPOSAL

Jeanie Marshal Foods Canada Inc. ("Jeanie Marshal"), an insolvent corporation, hereby submits the following Proposal pursuant to Section 50 of the *Bankruptcy and Insolvency Act* (Canada).

**PART I
INTERPRETATION**

Definitions

1. In this Proposal, the following items have the meanings herein set out:
 - a. "BIA" means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c.B-3, as amended;
 - b. "Claim" means any indebtedness, liability, action, cause of action, suit, debt due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of Jeanie Marshal other than a secured creditor to any person, whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, present, future, known or unknown and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the NOI Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the NOI Date, together with any other claims provable in bankruptcy had Jeanie Marshal become bankrupt on the NOI Date, including without repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the NOI Date, providing that all claims shall be allowed without allowance for interest after the NOI Date (except as otherwise provided for in this Proposal) and without allowance for penalties or net of any normal discounts. All claims must be converted to Canadian Dollars as of September 26, 2013;
 - c. "Convenience Class" means the first \$3,500 of any Unsecured Creditors Proven Claim;
 - d. "Court" means the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency;
 - e. "Court Approval Order" means the final order of the Court approving this Proposal in accordance with Section 60 of the BIA;
 - f. "Creditors" means the Preferred and Unsecured Creditors of Jeanie Marshal, and for greater certainty does not include Secured Creditors or Subsequent Creditors in respect of only the amounts described in Paragraph 17 hereof;
 - g. "Estate" means the estate of Jeanie Marshal under this Proposal pursuant to the BIA;
 - h. "Effective Date" means the date after the Court Approval Order and the expiration of all appeals;



- i. "Event of Default" means when any of the following occur:
 - i. Failure to pay a Creditor the amounts to be repaid in accordance with the terms hereof; and
 - ii. Statutory defaults under the BIA.
- j. "Filing Date" means December 10, 2013, the date of which Jeanie Marshal filed this Proposal with the Official Receiver in Halifax, Nova Scotia;
- k. "Fund" means monies provided by Jeanie Marshal to the Proposal Trustee in order to satisfy the Proven Claims of the Unsecured Creditors in a total amount of \$845,456 pursuant to paragraph 15 of this Proposal;
- l. "Inspector" means any persons appointed or elected as Inspectors of Jeanie Marshal pursuant to paragraph 17 of this Proposal;
- m. "Jeanie Marshal" and "Company" means Jeanie Marshal Foods Canada Inc, an insolvent corporation, with a head office located in Moncton, New Brunswick;
- n. "Lien" means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute of otherwise created by law;
- o. "Maturity Date" means the date on which all payments to Creditors have been made, provided that no Event of Default has occurred under this Proposal that has not been cured or waived;
- p. "NOI Date" means September 26, 2013, the date which Jeanie Marshal filed its Notice of Intention to File a Proposal with the Official Receiver;
- q. "Preferred Creditors" means those persons with Claims provable pursuant to the BIA against Jeanie Marshal as of the NOI Date whose Claims are entitled to be paid in priority to the claims on Unsecured Creditors as provided in Section 136 of the BIA;
- r. "Proposal" means this Proposal of Jeanie Marshal under the BIA, as amended or supplemented from time to time;
- s. "Proposal Period" means the period between the Filing Date and the Maturity Date;
- t. "Proposal Trustee" and "Deloitte" means Deloitte Restructuring Inc, a licensed trustee of New Brunswick, the Proposal Trustee acting in the Proposal of Jeanie Marshal;
- u. "Proven Claim" means a provable claim pursuant to the BIA against Jeanie Marshal as of the NOI Date of a Creditor in respect of its Claim which has been proven in accordance with the provisions of the BIA;



- v. "Secured Creditor" means a party holding a claim that is secured:
 - i. By operation of law; or
 - ii. By a Lien that is duly registered or otherwise perfected in accordance with applicable law as of the NOI Date, or thereafter, pursuant to an Order, to the extent of the value of the collateral secured by such Lien having regard to the priority of the Lien.
- w. "Subsequent Creditor" means persons who provided goods and services on credit to Jeanie Marshal subsequent to the NOI Date to and including the Effective Date, and employees of Jeanie Marshal employed subsequent to the NOI Date to and including the Effective Date; and
- x. "Unsecured Creditors" means those persons with ordinary unsecured Claims (including contingent claims) provable pursuant to the BIA against Jeanie Marshal as at the NOI Date which are not preferred pursuant to Section 136 of the BIA.

Headings

- 2. The division of this Proposal into parts, paragraphs and sub-paragraphs, and the insertion of headings herein, is for the convenience of reference only and is not to affect the construction or interpretation of this Proposal. Unless otherwise provided in this Proposal, references herein to parts, paragraphs and sub-paragraphs are references to parts, paragraphs and sub-paragraphs of this Proposal.

Number, etc.

- 3. In this Proposal, where the context requires a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neutral genders.

Successor and Assigns

- 4. This Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein including, without limitation, all Creditors.

PART II PURPOSE AND EFFECT OF THE PROPOSAL

Purpose of Proposal

- 5. The purpose of this Proposal is to effect a restructuring of the business and affairs of Jeanie Marshal in the expectation that all Creditors will derive a greater benefit from the continued operation of the business and affairs of Jeanie Marshal than would result from a forced liquidation of its assets.

Effect of Proposal

- 6. This Proposal restructures the affairs of Jeanie Marshal and amends the terms of any and all agreements between Jeanie Marshal and the Creditors existing as at the Effective Date to the extent affected by the Proposal, and provides the essential terms on which all Claims will be fully and finally resolved and settled. During the Proposal Period, the provisions of Section 69.1 of the BIA shall be in effect. Without limiting the generality of the foregoing, during the Proposal Period all Creditors will be stayed from commencing or continuing any proceeding or remedy against



Jeanie Marshal or any of its property or assets in respect of a Claim, including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover or enforce any judgment against Jeanie Marshal in respect of a Claim or commence any formal proceedings against it in respect of a Claim other than as provided under the Proposal.

Persons Affected

7. This Proposal will, as of the Effective Date, be binding on Jeanie Marshal and all Creditors in the manner provided for in this Proposal and the BIA.

PART III CLASS OF CREDITORS AND VOTING

8. There are no classes of Secured Creditors to which this Proposal is made.
9. For the purposes of voting on this Proposal, there shall be one class of Unsecured Creditors, consisting of all of the Preferred Creditors and Unsecured Creditors.

PART IV SECURED CREDITORS

10. That payment of all amounts owing to the Secured Creditors of Jeanie Marshal shall be made in accordance with the terms of any agreements or as may otherwise be agreed between the Secured Creditor and Jeanie Marshal

PART V UNSECURED CLAIMS

Preferred Claims and Mandatory Payments

11. Proven Claims of Preferred Creditors as of the NOI Date shall be paid in full, without interest, in priority to the claims of Unsecured Creditors, as follows:
 - i. Proven Claims of current and former employees equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if Jeanie Marshal became bankrupt on the NOI Date, shall be paid immediately after the Effective Date, without interest. For greater certainty, amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination. Jeanie Marshal shall pay sufficient funds to the Proposal Trustee to fulfill this obligation prior to the Proposal Trustee seeking the Court Approval Order;
 - ii. Proven Claims as of the NOI Date of Her Majesty in right of Canada or a province of a kind that could be subject to a demand under Section 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of provincial legislation, shall be paid by Jeanie Marshal within six months of the Effective Date; and
 - iii. Proven Claims as of the NOI Date of the other Preferred Creditors shall be paid in full (without interest subsequent to the date of the filing of the NOI) in priority to all claims of Unsecured Creditors following the Effective Date in the manner as may be arranged with the Preferred Creditors but prior to any payments to the Unsecured Creditors.



Trustee Fees and Expenses

12. For the purposes of this Proposal, all proper fees of the Proposal Trustee, and the reasonable expenses and legal costs of the Trustee, on and incidental to the proceedings arising out of this Proposal (including the preparation of this Proposal) shall be paid in priority to all claims of the Secured Creditors, Preferred Creditors, Unsecured Creditors and Subsequent Creditors. Such fees shall be based on the time expended and charged by the Trustee and its legal counsel at their normal billing rates as set from time to time.

Unsecured Creditors

13. Proven Claims of Unsecured Creditors as of the NOI Date shall be paid as follows:

- i. The Convenience Class portion of the claim will be paid in full, without interest;
- ii. The remaining portion of Proven Claims will be paid pro-rata, without interest, from the Fund; and
- iii. Payments to Unsecured Creditors are to be made on a bi-annual basis, to commence no later than December 31, 2014, which bi-annual payments shall continue up to June 30, 2018. Notwithstanding this payment schedule, Jeanie Marshal shall be entitled in its discretion, subject to the approval of the Inspectors and the Trustee, to accelerate the payment schedule and complete payments to Unsecured Creditors pursuant to this Proposal by an earlier date, should the same prove possible during the Proposal Period. Upon making final payments to Unsecured Creditors, the terms of this Proposal shall be deemed to be fully performed and the Trustee shall provide a certificate to Jeanie Marshal and to the Official Receiver pursuant to Section 65.3 of the BIA.

14. The Unsecured Creditors shall accept the distribution from the Fund in full and complete settlement of their Claims against Jeanie Marshal as at the NOI Date.

15. Jeanie Marshal shall pay the Proposal Trustee a Fund consisting of \$845,456 payable by the following dates:

August 31, 2014	\$105,682
February 28, 2015	\$105,682
August 31, 2015	\$105,682
February 29, 2016	\$105,682
August 31, 2016	\$105,682
February 28, 2017	\$105,682
August 31, 2017	\$105,682
February 28, 2018	\$105,682

**PART VI
SUBSEQUENT CREDITORS**

16. Amounts owed by Jeanie Marshal to Subsequent Creditors for goods, services and employment actually provided to Jeanie Marshal, subsequent to the NOI Date, to and including the Effective Date, but not for damages, severance or termination or other claims arising, will be paid in the ordinary course of business according to normal credit terms, by Jeanie Marshal.

**PART VII
INSPECTORS**

Appointment of Inspectors

17. At the statutory meeting of Creditors to consider this Proposal, such Creditors may appoint up to five Inspectors (who shall have no personal liability to Jeanie Marshal or the Creditors) and such Inspectors shall have the powers as set out in the BIA and for greater certainty these powers are, included but are not limited to the following:
- i. To extend the dates of payments provided under this Proposal;
 - ii. To advise the Proposal Trustee from time to time on any matter the Trustee may refer to the them;
 - iii. To advise the Proposal Trustee regarding the admission or disallowance of Creditors proofs of claim where the Proposal Trustee requests such assistance;
 - iv. To approve on behalf of the Creditors any decision of the Proposal Trustee relating to any matter not contained in this Proposal which the Proposal Trustee may refer to them from time to time, including any extension of time of payment required under this Proposal; and
 - v. To waive any default in the performance of this Proposal. The Proposal Trustee shall notify the Inspectors of any default of which the Proposal Trustee becomes aware and the Proposal Trustee shall hold a meeting of Inspectors following such notice for the purpose of obtaining the instructions of the Inspectors with respect to such a default and the steps to be taken.

Decisions of Inspectors

18. Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, revoke or vary the decision, direction or act of the Inspectors and make such other order as it deems just.

**PART VIII
CONDITIONS PRECEDENT**

19. As provided for in the BIA, the arrangements set out in this Proposal will not take effect unless the condition set forth below are satisfied or waived by Jeanie Marshal on or before the Effective Date:
- i. The Court Approval Order shall have been granted;
 - ii. No order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal will have been issued; and

AKL

- iii. All agreements or instruments necessary to effect the intention and purpose of this Proposal shall been received by Jeanie Marshal and the Proposal Trustee in a form satisfactory to them.

PART IX GENERAL

Acceptance of this Proposal

20. By acceptance of this Proposal and its approval by the Court, the Creditors shall be deemed to have accepted and consented to all matters, things and procedures provided for herein, including the full and final compromise of their Claims in accordance with Section 62(2) of the BIA.
21. By acceptance of this Proposal and its approval by the Court, the Creditors shall be deemed to have released all of their claims against any person who is or was, at any time, a director of Jeanie Marshal that arose before the NOI Date and that relate to Claims where such directors (or any of them) are by law liable in their capacity as directors for such Claims. For greater certainty, such current or former directors shall be released and discharged from any and all claims in respect of any and all potential statutory liabilities as set out in section 50(13) of the BIA, provided that nothing herein shall release or discharge any of current or former director from claims which:
- i. Relate to contractual rights of one or more creditors arising from contracts with one or more directors; or
 - ii. Are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

For greater certainty, should Jeanie Marshal become bankrupt before this Proposal is fully performed, then this paragraph 21 shall be null and void and have no force and effect.

Consents, Waivers and Agreements

22. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by Jeanie Marshal in any provision, express or implied, in any agreement existing between the Creditors and Jeanie Marshal that has occurred on or prior to the Effective Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

23. Jeanie Marshal and the Creditors will execute and deliver all such documents and instruments and do all such things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions completed hereby.

Performance

24. All obligations of Jeanie Marshal under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date. All obligations of Jeanie Marshal under this Proposal will be fully performed for the purposes of Section 65.3 of the BIA upon the Proposal Trustee having made all payments to the Creditors provided herein.

Binding Effect

25. The provisions of this Proposal will be binding on the Creditors and Jeanie Marshal, and their respective heirs, executors, administrators, successors and assigns as of the Effective Date.

Compromise Effective for all Purposes

26. The payment, compromise or other satisfaction of any Claim under this Proposal shall be binding upon the Creditor holding the Claim, its heirs, executors, administrators, successors and assigns, for all purposes.

Her Majesty the Queen

27. Jeanie Marshal acknowledges and agrees that Her Majesty the Queen, during the term of the Proposal, may exercise any rights of set-off to which it is entitled by law and may apply, if any:
- i. Income tax refunds pertaining to the year of the Proposal or prior years to the Debtor's income tax arrears;
 - ii. HST refunds or rebates to all periods for which the HST liability is due; and
 - iii. Any other tax or customs refund to which the Debtor may be entitled.
28. Jeanie Marshal covenants and agrees that during the course of the Proposal it will:
- i. Remit current year installment payments of corporate tax and file income tax returns as required by the *Income Tax Act*;
 - ii. Remit current HST payments and file HST returns as required by the *Excise Tax Act*; and
 - iii. Remit current year payroll deductions (employment insurance premiums, Canada Pension Plan contributions and income tax deductions) as required by law.
29. Jeanie Marshal covenants and agrees that all debts due to Her Majesty the Queen proved in this Proposal shall be compromised in accordance with the terms of this Proposal only in the event this Proposal is fully performed pursuant to its terms and the BIA. In the event the Debtor fails to comply with any of the terms of this Proposal and the Proposal is annulled pursuant to the provisions of the BIA, Jeanie Marshal agrees that Her Majesty the Queen will be entitled to recover the full amount of all debts due to Her Majesty the Queen proved in the Proposal, net of any payments or dividends received.

Other

30. The assets of Jeanie Marshal, if any, shall not vest in the Proposal Trustee but shall remain vested in Jeanie Marshal, and the Proposal Trustee shall have no liability whatsoever for the Claims of Creditors arising before or after the date of the filing of the NOI Date.
31. Jeanie Marshal represents and warrants that it has disclosed all relevant information in respect of this Proposal.
32. Any payments made by the Proposal Trustee to creditors hereunder shall be made by the Proposal Trustee net of any levies payable or due under the BIA.



33. Upon making final payments to Unsecured Creditors in accordance with this Proposal and providing a certificate to Jeanie Marshal and the Official Receiver pursuant to Section 65.3 of the BIA, this Proposal shall be satisfied and all conditions and requirements fulfilled and met and the Proposal Trustee shall be entitled to be discharged.

**PART X
THE PROPOSAL TRUSTEE**

34. Deloitte shall be the Proposal Trustee and the following provisions shall apply to the Proposal Trustee:
- i. Deloitte, in acting as Proposal Trustee, is acting as Proposal Trustee and not in its personal capacity and shall not be responsible or liable for any obligations of Jeanie Marshal;
 - ii. All monies and other consideration payable under the terms of this Proposals shall be paid over to the Proposal Trustee who shall make all payments in accordance with the terms of this Proposal; and
 - iii. Upon completion of all payments in accordance with the terms of this Proposal, and all other conditions and requirements being fulfilled, the Proposal Trustee shall be discharged.

DATED at St. Clair, Michigan, the 9th day of December, 2013.

Jeanie Marshal Foods Canada Inc.



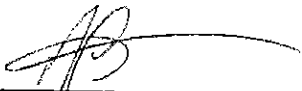
Per: Bob Lewis
Director

**Jeanie Marshal Foods Canada Inc.
Four Year Projected Financial Results**

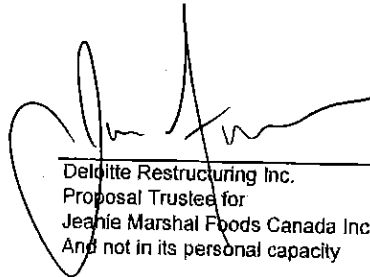
	Year 1:	Year 2:	Year 3:	Year 4:	Total:	Reference:
Sales	\$ 6,323	\$ 6,512	\$ 6,708	\$ 6,909	\$ 26,451	1
Cost of goods sold	3,745	3,857	3,973	4,092	15,667	2
Gross margin	2,578	2,655	2,735	2,817	10,784	
Operating expenses	1,933	1,991	2,051	2,113	8,088	3
Net income before taxes	644	664	684	704	2,696	
Management fee	200	200	200	200	800	4
	444	464	484	504	1,896	
Provision for income taxes	133	139	145	151	569	5
Net income after tax	311	325	339	353	1,327	
Capital investments	(100)	(100)	(100)	(100)	(400)	6
Available cash flow	\$ 211	\$ 225	\$ 239	\$ 253	\$ 927	

All figures are in CAD \$,000's

The statements provided above have been prepared on a monthly basis and condensed for presentation purposes



Bob Lewis, Director
Jeanie Marshall Foods Canada Inc.



Deloitte Restructuring Inc.
Proposal Trustee for
Jeanie Marshall Foods Canada Inc.
And not in its personal capacity

**Jeanie Marshal Foods Canada Inc.
Projected Financial Results - Year 1**

	Month 1 - Year 1	Month 2 - Year 1	Month 3 - Year 1	Month 4 - Year 1	Month 5 - Year 1	Month 6 - Year 1	Month 7 - Year 1	Month 8 - Year 1	Month 9 - Year 1	Month 10 - Year 1	Month 11 - Year 1	Month 12 - Year 1	TOTAL	Reference:
Sales	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 527	\$ 6,323	1
Cost of goods sold	312	312	312	312	312	312	312	312	312	312	312	312	3,745	2
Gross margin	215	215	215	215	215	215	215	215	215	215	215	215	2,578	
Operating expenses	161	161	161	161	161	161	161	161	161	161	161	161	1,933	3
Net income before taxes	54	54	54	54	54	54	54	54	54	54	54	54	644	
Management fee	17	17	17	17	17	17	17	17	17	17	17	17	200	4
	37	37	37	37	37	37	37	37	37	37	37	37	444	
Provision for income taxes													133	5
Net income after tax													311	
Capital investments													(100)	6
Available cash flow													<u>\$ 211</u>	

**Jeanie Marshal Foods Canada Inc.
Projected Financial Results - Year 2**

	Month 1 - Year 2	Month 2 - Year 2	Month 3 - Year 2	Month 4 - Year 2	Month 5 - Year 2	Month 6 - Year 2	Month 7 - Year 2	Month 8 - Year 2	Month 9 - Year 2	Month 10 - Year 2	Month 11 - Year 2	Month 12 - Year 2	TOTAL	Reference:
Sales	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 543	\$ 6,512	1
Cost of goods sold	321	321	321	321	321	321	321	321	321	321	321	321	3,857	2
Gross margin	221	221	221	221	221	221	221	221	221	221	221	221	2,655	
Operating expenses	166	166	166	166	166	166	166	166	166	166	166	166	1,991	3
Net income before taxes	55	55	55	55	55	55	55	55	55	55	55	55	664	
Management fee	17	17	17	17	17	17	17	17	17	17	17	17	200	4
	38	38	38	38	38	38	38	38	38	38	38	38	464	
Provision for income taxes													139	5
Net income after tax													325	
Capital investments													(100)	6
Available cash flow													<u>\$ 225</u>	

**Jeanie Marshal Foods Canada Inc.
Projected Financial Results - Year 3**

	Month 1 - Year 3	Month 2 - Year 3	Month 3 - Year 3	Month 4 - Year 3	Month 5 - Year 3	Month 6 - Year 3	Month 7 - Year 3	Month 8 - Year 3	Month 9 - Year 3	Month 10 - Year 3	Month 11 - Year 3	Month 12 - Year 3	TOTAL	Reference:
Sales	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 559	\$ 6,708	1
Cost of goods sold	331	331	331	331	331	331	331	331	331	331	331	331	3,973	2
Gross margin	228	228	228	228	228	228	228	228	228	228	228	228	2,735	
Operating expenses	171	171	171	171	171	171	171	171	171	171	171	171	2,051	3
Net income before taxes	57	57	57	57	57	57	57	57	57	57	57	57	684	
Management fee	17	17	17	17	17	17	17	17	17	17	17	17	200	4
	40	40	40	40	40	40	40	40	40	40	40	40	484	
Provision for income taxes													145	5
Net income after tax													339	
Capital investments													(100)	6
Available cash flow													<u>\$ 239</u>	

**Jeanie Marshal Foods Canada Inc.
Projected Financial Results - Year 4**

	Month 1 - Year 4	Month 2 - Year 4	Month 3 - Year 4	Month 4 - Year 4	Month 5 - Year 4	Month 6 - Year 4	Month 7 - Year 4	Month 8 - Year 4	Month 9 - Year 4	Month 10 - Year 4	Month 11 - Year 4	Month 12 - Year 4	TOTAL	Reference:
Sales	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 6,909	1
Cost of goods sold	341	341	341	341	341	341	341	341	341	341	341	341	4,092	2
Gross margin	235	235	235	235	235	235	235	235	235	235	235	235	2,817	
Operating expenses	176	176	176	176	176	176	176	176	176	176	176	176	2,113	3
Net income before taxes	59	59	59	59	59	59	59	59	59	59	59	59	704	
Management fee	17	17	17	17	17	17	17	17	17	17	17	17	200	4
	42	42	42	42	42	42	42	42	42	42	42	42	504	
Provision for income taxes													151	5
Net income after tax													353	
Capital investments													(100)	6
Available cash flow													<u>\$ 253</u>	

District of New Brunswick
Division No. 04 – Moncton
Court No. 19522
Estate No. 51-1793121

Jeanie Marshal Foods Canada Inc.
Notes to Statement of Projected Cash Flow

Note A: The statement of projected cash flow is being filed pursuant to the Proposal of Jeanie Marshal Foods Canada Inc. filed on December 10, 2013.

Note B: The following assumptions were used by management in the preparation of the statement of projected cash flow of the Insolvent Person:

Reference 1 Model uses 2013 operating results for 8 months (\$4,215M) and extrapolates:

Sales as at August 31, 2013 (8 months)	4,215
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Extrapolated for full year	6,323
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Annual Growth Factor of 3%

Reference 2 Based on management's estimates and historical financial information:

Food	50%
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Packaging	9%
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Shipping	\$15,000
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Annual Growth Factor of 3%

Reference 3 Based on management's estimates and historical financial information.

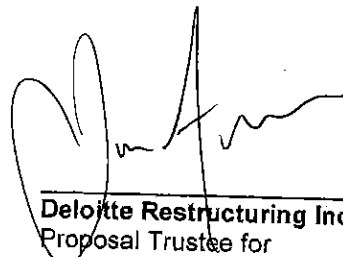
Reference 4 Management fee based on review of prior year financial statements.

Reference 5 Provision for Income Tax estimated at 30%.

Reference 6 Based on management's estimate of capital required for business.



Bob Lewis, Director
Jeanie Marshal Foods Canada Inc.



Deloitte Restructuring Inc.
Proposal Trustee for
Jeanie Marshal Foods Canada Inc.
And not in its personal capacity

