

January 27, 2014

FORM 40
Report of Trustee on Proposal
(Section 59(1) and paragraph 58(d) of the Act)

I, James Foran, CA, CIRP, of Deloitte Restructuring Inc., the trustee acting in the proposal of Jeanie Marshal Foods Canada Inc., hereby report to the Court as follows:

1. That a proposal was filed with me on the 10th day of December, 2013 a copy of which is attached and marked as Exhibit "A", and that I filed a copy of the proposal with the official receiver on the 10th day of December, 2013.
2. That an amended proposal was filed with me on the 13th day of January, 2014 a copy of which is attached and marked as Exhibit "B", and that I filed a copy of the proposal with the official receiver of the 13th day of January, 2014.
3. That on the 10th day of December, 2013 I gave notice to the debtor, to the division office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "C" to this report, of the calling of a meeting of creditors to be held on the 24th day of January 2014 to consider the proposal.
4. That on the 14th day of January 2014 I gave notice to the debtor, to the division office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "D" to this report, of the calling of a meeting of creditors to be held on the 24th day of January 2014 to consider the amended proposal.
5. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibit E.
6. That prior to the meeting of creditors I made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
7. That the meeting of creditors was held on the 24th day of January, 2014, and was presided over by myself.
8. That the proposal was accepted by the required majority of creditors.

9. That a copy of the minutes of the meeting is attached and marked as Exhibit "F".
10. That I am of the opinion that:
1. The assets of the debtor and their fair realizable value are as follows:

	Book Value	Estimated Realizable Value	
		Low	High
Cash	\$ 109,757	\$ 109,757	\$ 109,757
Accounts receivable	233,717	116,858	175,287
HST receivable	124,446	62,223	93,335
Note receivable	254,197	Nil	Nil
Inventory	331,245	33,125	82,811
Income Tax Recovery *	-	175,000	200,000
Prepaid expenses	21,374	Nil	Nil
Other current assets	11,164	Nil	Nil
Capital assets (net)	851,216	Nil	25,000
Total	\$ 1,937,115	\$ 496,962	\$ 686,190

2. The liabilities of the debtor are as follows:

Category	No. of Creditors	Balance
Preferred	0	\$ -
Unsecured	74	1,767,734
Contingent	N/A	N/A
Total	74	\$1,767,734

11. That I am also of the opinion that:

1. The causes of the insolvency of the debtor are as follows:

- (i) Margin pressures related to providing continued services to its largest customer; and
- (ii) One-time issues experienced with the physical relocation of the Company's operations from Moncton, New Brunswick to Mississauga, Ontario.

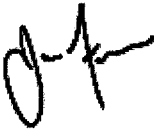
2. The conduct of the debtor is not subject to censure.

12. That I am further of the opinion that the debtor's proposal is an advantageous one for the creditors as the projected return in the proposal is approximately 68% vs. a range of 22 to 30% in a liquidation scenario.
13. That I forwarded a copy of this report to the official receiver on this day.

Dated at Halifax, NS, this 27th day of January, 2014.

DELOITTE RESTRUCTURING INC.
Acting in its capacity as Proposal Trustee of
Jeanie Marshal Foods Canada Inc.
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to be 'J. Foran', written in a cursive style.

James Foran, CA, CIRP
Vice President

EXHIBIT A
PROPOSAL OF JEANIE MARSHAL FOODS CANADA INC

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 an 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

APL

- 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.

AK

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

EXHIBIT B
AMENDED PROPOSAL OF JEANIE MARSHAL FOODS CANADA INC.

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**

AMENDED PROPOSAL

WHEREAS Jeanie Marshal filed a proposal to its creditors on December 10, 2013 with the Official Receiver and thereafter delivered a copy of such proposal, as well as a statement of its assets and liabilities and other documentation, to its Creditors;

AND WHEREAS, subsequent to the aforementioned filing and delivery of the proposal and statement of assets and liabilities, Jeanie Marshal was advised that it may be eligible for a tax refund as a result of losses arising in its current fiscal year;

AND WHEREAS Jeanie Marshal's single largest Unsecured Creditor, Bonté Foods Limited, has indicated that it requires certain amendments to the aforementioned proposal as a condition to its assent to same, including the postponement of the Claims of parties related to Jeanie Marshal;

AND WHEREAS the Related Parties, as hereinafter defined, are prepared to agree to postpone their Claims, as required by Bonté Foods Limited;

Jeanie Marshal Foods Canada Inc. ("Jeanie Marshal"), an insolvent corporation, hereby submits the following Amended 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 limitation, 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 and 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 16 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 on which Jeanie Marshal initially filed a 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 all the Unsecured Creditors except the Related Parties pursuant to Paragraph 15 and 15.1 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 of Unsecured Creditors as provided in Section 136 of the BIA;

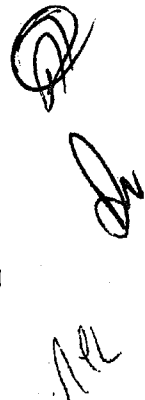
- r. "Proposal" means this Amended Proposal of Jeanie Marshal under the BIA, as amended or supplemented from time to time;
- s. "Proposal Period" means the period between the Filing Date and the Maturity Date;
- t. "Proposal Trustee" and "Deloitte" means Deloitte Restructuring Inc, a licensed trustee 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. "Related Parties" means the following four Unsecured Creditors who are related to Jeanie Marshal in accordance with the provisions of Section 4 of the BIA:
 - i. BAFS, Inc.;
 - ii. Jeanie Marshal Foods Inc.;
 - iii. Lewis Associates; and
 - iv. Jeanie Marshal Foods Ltd. (identified on the creditor list as "JMFUK").
- w. "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.
- x. "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
- y. "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.

Handwritten initials and signatures in the right margin, including a large circular mark at the top, a signature below it, and the initials 'ARL' at the bottom.

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

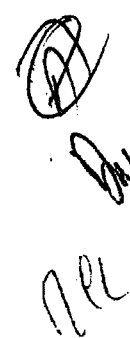
7. This Proposal will, as of the Effective Date, be binding on Jeanie Marshal and all Creditors in the manner provided for in this Proposal and the BIA.

**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. 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.

Handwritten initials and signatures in the right margin, including a circled 'A', 'M', and 'R'.

**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 Proposal 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 Proposal Trustee and its legal counsel at their normal billing rates as set from time to time.

Unsecured Creditors

13. Proven Claims of Unsecured Creditors, except those of the Related Parties, as of the NOI Date shall be paid as follows:
- i. The Convenience Class portion of the claim will be paid in full from the Fund, without interest, on or before the 1st day of June, 2014;
 - ii. The remaining portion of Proven Claims will be paid pro-rata, without interest, from the Fund; and
 - iii. Payments other than the Convenience Class portion of Proven Claims are to be made in equal quarterly installments, to commence no later than August 31, 2014, which quarterly 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 Proposal Trustee, to accelerate the payment schedule and complete these payments by an earlier date, should the same prove possible during the Proposal Period.

14. The Unsecured Creditors except the Related Parties 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 on a schedule at least sufficient to make the payments to Unsecured Creditors set out in Paragraph 13.
- 15.1 Jeanie Marshal shall forthwith file its income tax return for the fiscal year ending January 5, 2014, and shall elect at the time of filing to carry any losses for that year back to its three most recent tax years in order to recover taxes paid in those years. Should this result in a tax refund to Jeanie Marshal, Jeanie Marshal shall pay the lesser of the amount refunded or \$200,000.00 to the Fund, in addition to the \$845,456 set forth in Paragraph 15.
- 15.2 Payment of the Proven Claims of the Related Parties shall be postponed until the Proven Claims of all other Unsecured Creditors have been paid and the Fund is exhausted. Thereafter, Jeanie Marshal shall, as soon as is reasonably possible, pay the Proven Claims of the Related Parties as follows:
 - i. the Convenience Class portion of the claim will be paid in full, without interest;
 - ii. The remaining portion of the Proven Claims will be paid in an amount equal to that amount each of the Related Parties would have received from the Fund if they had had been paid as the other Unsecured Creditors in accordance with Paragraph 13 ii, except, for the purposes of calculating the amount so payable, the Proven Claims of the Related Parties shall stand in the place and stead of an equivalent amount of the Proven Claims of other Unsecured Creditors.

The Related Parties shall accept the aforementioned payments in full and complete settlement of their Claims against Jeanie Marshal as at the NOI Date.

- 15.3 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.

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 include, but are not limited to the following:

- i. To extend the dates of payments provided under this Proposal;
{4453 12590 00167282.DOC}

APL

- 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 conditions 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
 - iii. All agreements or instruments necessary to effect the intention and purpose of this Proposal have 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 current or former director from claims which:

{4453 12590 00167282.DOC}

- 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 Proposal shall be paid over to the Proposal Trustee who shall make all payments in accordance with the terms of this Proposal; and

{4453 12590 00167282.DOC}

[Handwritten initials: DM, AK]

- 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 BANCOUR MAINE USA, the 13 day of January, 2014.

Jeanie Marshal Foods Canada Inc.

per:


Allon Fish, Authorized Officer

We the undersigned, being the Related Parties as herein defined, hereby consent to the terms of this Amended Proposal.

BAFS, Inc.

per:


Allon Fish, Authorized Officer

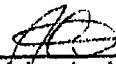
Jeanie Marshal Foods Inc.

per:


Allon Fish, Authorized Officer

Lewis Associates

per:

 Bob Lewis
Bob Lewis, Authorized Officer

Jeanie Marshal Foods Ltd.

per:

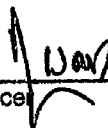
 D. Wood
David Wood, Authorized Officer

EXHIBIT C
MAILING AFFIDAVIT ON DECEMBER 10, 2013

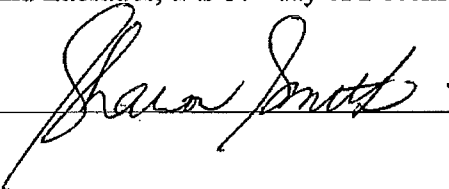
CANADA
PROVINCE OF NEW BRUNSWICK
ESTATE # 51-1793121
COURT #19522

**IN THE MATTER OF THE PROPOSAL OF
JEANIE MARSHALL FOODS CANADA INC.**

ORDINARY ADMINISTRATION

1. I, Gail Stagg, of the City of St. John's, in the Province of Newfoundland make oath and say:
2. I am an employee of Deloitte Restructuring Inc., Trustee in Bankruptcy and have knowledge of the matters herein deposed to.
3. That on December 10th 2013, I caused to be sent by prepaid ordinary mail, to the known creditors of the above named company, whose names and addresses appear on the paper-writing marked "A" annexed hereto, a copy of the Proposal, Statement of Affairs, Trustee's Report and cash flow statement.

SWORN BEFORE ME at the City of
St. John's, in the Province of Newfoundland
And Labrador, this 10th day of December, 2013






EXHIBIT D
MAILING AFFIDAVIT ON JANUARY 14, 2014

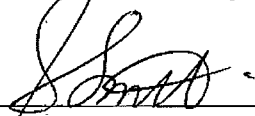
CANADA
PROVINCE OF NS
ESTATE # 51-1793121
COURT # 19522

**IN THE MATTER OF THE PROPOSAL OF
JEANNIE MARSHALL FOODS CANADA INC.**

ORDINARY ADMINISTRATION

1. I, Michelle Walsh, of the City of St. John's, in the Province of Newfoundland make oath and say:
2. I am an employee of Deloitte Restructuring Inc., Trustee in Bankruptcy and have knowledge of the matters herein deposed to.
3. That on January 14, 2014, I caused to be sent by prepaid ordinary mail, to the known creditors of the above named company, whose names and addresses appear on the paper-writing marked "A" annexed hereto, a copy of the Notice to Creditors, Amended Proposal, Trustee's Report, Statement of Affairs, Proof of Claim and Voting Letter.

SWORN BEFORE ME at the City of
St. John's, in the Province of Newfoundland
And Labrador, this 14th day of January, 2014



SHARON SMITH
A Commissioner for Oaths in and
for Newfoundland. My commission
expires the 31st day of December, 2015.



EXHIBIT E
STATUTORY DOCUMENTS



Office of the Superintendent
of Bankruptcy Canada
An Agency of Industry Canada

Bureau du surintendant
des faillites Canada
Un organisme du ministère de l'Industrie

Original Amendment

ESTATE INFORMATION SUMMARY

I. COMPLETE THE FOLLOWING IN ALL CASES

PROCEEDING: Assignment Receivership Bankruptcy Order Proposal Individual Corporation Income Trust

Estate Name: Jeanie Marshal Foods Canada Inc. Occupation: _____ Language: English French Other Specify

Ind. Date of Birth: D M Y _____ Previous or current BIA proceeding? Yes No If yes, enter estate number(s) _____ Indicate if previous bankruptcy Yes No If yes, how many? 0

Address (Street No. and Apt No.): 828 Main Street Indicate if receivership Yes No D M Y _____

City: Moncton Province: NB Postal Code: E1C 1G2 Home Telephone no.: _____ Work Telephone no.: _____

Consumer debts only? Yes No 100.00 % of the total debt is Business The debtor resides or has carried on business at the above address since: D M Y 20-05-2008

Highest level of education completed by bankrupt/debtor: (for statistical purposes only)
 0-8 years Some high school high school graduate some post-secondary post-secondary certificate or diploma university degree refuses to answer or doesn't know

II. COMPLETE THE FOLLOWING IF THE DEBTOR HAS GUARANTEED THE DEBTS OF ANOTHER PERSON N/A

III. COMPLETE THE FOLLOWING IF THE DEBTOR WAS PREVIOUSLY OR IS PRESENTLY IN BUSINESS N/A

Trade name(s) if different from the estate name	Place of Business	Nature of Business	Corporation, partnership or sole proprietorship
Jeanie Marshal Foods Canada Inc.	828 Main Street Moncton NB E1C 1G2	Frozen Food Manufacturer	Corporation

Names of the partners if a partnership: _____

During the past 12 months, what was the maximum number of employees that you employed? 45 How long have you been in operation under this current legal name? 12 Month(s)

IV. COMPLETE THE FOLLOWING IF THE DEBTOR IS A CORPORATION N/A

Are the shares of the corporation publicly traded? Yes No Federal Charter Number Yes No

Names of the corporate officers: Robert James Lewis, Allan R. Fish

Name of person to be examined: Robert James Lewis Title: President Phone Number: _____

Address: 34060 Jefferson Street

City: St Clair Shores Province: MI Postal Code: 48082 Language: English French Other specify

During the past 12 months, what was the maximum number of employees that you employed? 45 How long have you been in operation under this current legal name? 64 Month(s)

V. TO BE COMPLETED WHEN FILING A CONSUMER PROPOSAL OR AMENDED CONSUMER PROPOSAL N/A

VI. TO BE COMPLETED AND SIGNED BY THE TRUSTEE IN ALL CASES

Creditors Meeting Suggested Time & Place	D M Y	Time	Location
	24-01-2014	10:00AM	Ellsworth, Johnson and Phillips, 828 Main St Moncton NB

TRUSTEE APPOINTMENT: Dejeito Restructuring Inc., Jean Goguen, 3561 Licence number: 3561

Name & Licence number of the trustee or, if a Corporate Trustee, the name & Licence number of the person responsible for the administration of the estate.

A possible conflict of interest situation exists: Yes No

Indemnification: N/A Deposit Guarantee Name of depositor or guarantor: Jeanie Marshal Foods Canada Inc

Amount or extent of indemnity: \$ 15,000.00 Trustee absent when file submitted Amended summary to follow Signature of Trustee:

Deloitte Restructuring Inc.**Claims Register**

In the matter of the proposal of
Jeanie Marshal Foods Canada Inc.
of the City of Moncton, in the Province of New Brunswick

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
Preferred creditors						
1. 1873357 Ontario Ltd. 1585 Britannia Road East Mississauga ON L4W 2M4	No	Not proved			1.00	
2. Davpart Inc. 1201 Fewster Drive Mississauga ON L4W 1A2	No	Not proved			1.00	
3. Employees 828 Main Street Moncton NB E1C 1G2	No	Not proved	A		1.00	
Total : Preferred creditors					3.00	
Unsecured creditors						
1. Abell Pest Control 3075 Ridgeway Dr. Unit 27 Mississauga ON L5L 5M6	No	Not proved			497.20	
2. Arthur Rogers & Assoc Inc. 2010 boul Dagenais Quest Laval QC H7L 5W2	No	Not proved			14,958.00	
3. Avision Construction Group 3 Gaskin Ave Cambridge ON N1R 5S5	No	Not proved			20,000.00	
4. Backerhaus Veit Ltd. 70 Whitmore Road Woodbridge ON L4L 7Z4	No	Not proved			4,435.06	
5. BAFS Inc. 61 Florida Avenue Bangor ME 04401 USA	No	Not proved			88,425.89	
6. Bell Canada P O Box 3650, Don Mills Toronto ON M3C 3X9	No	Not proved			324.48	
7. Bell Canada PO Box 3650 Station Don Mills Toronto ON M3C 3X9 520844802	No	Not proved			110.20	
8. Bell Mobility Attn: Insolvency Team 200 Bouchard Blvd, 3rd Floor Dorval QC H9S 5X5	No	Not proved			382.90	
9. Bonte Food Ltd 615 Champlain Street Dieppe NB E1A 7Z7	No	Not proved			303,137.27	
10. BSA S.E.C 6005 Boul Couture St-Leonard PQ H1P 3E1	No	Not proved			350.00	
11. Camille Bouchard 6155 Boulay Hudson QC J0P 1H0	No	Not proved			7,248.00	

Claims Register for Jeanie Marshal Foods Canada Inc. - Continued

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank/ Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
12. Canon Canada Inc Attn: Martin Pageau 8801 Trans-Canada Highway Saint-Laurent QC H4S 1Z6	No	Not proved		952.74		
13. Cascades Boxboard Group 531 Golspie Street Winnipeg MB R2K 2T9	No	Not proved		14,203.76		
14. CBSC Capital Inc. 1235 North Service Road West, Suite 100 Oakville ON L6M 2W2	No	Not proved		924.15		
15. Cedar Springs Water 45 Villarboit Crescent Concord ON L4K 2R2	No	Not proved		268.36		
16. Celplast Packaging Systems Ltd. 67 Commander Blvd Unit 4 Scarborough ON M1S 3M7	No	Not proved		866.17		
17. CFIA Receiver General for Canada P O Box 6199 Moncton NB E1C 0N5	No	Not proved		1,384.25		
18. Complete Products Solutions Inc 55 Wright Crest SFN Niagara-on-the-lake ON L0S 1J0	No	Not proved		2,763.65		
19. Deco Labels & Tags 28 Greensboro Drive Toronto ON M9W 1E1	No	Not proved		19,445.41		
20. Derlee Brand Foods 1739 Orangebrook Court Pickering ON L1W 3G8	No	Not proved		1,080.00		
21. DSM Foods Inc 1681 Langstaff Rd., Unit 8 Vaughan ON L4K 5T3	No	Not proved		260.00		
22. Eama Tech Canada Inc. 5165 Everest Drive Mississauga ON L4W 2R2	No	Not proved		252,000.00		
23. Egg Solutions 283 Homer Avenue Etobicoke ON M8Z 4Y4	No	Not proved		9,328.00		
24. Enablest 4 Industrial Parkway Suite 1 Brunswick ME 04011 USA	No	Not proved		662.00		
25. Enbridge P O Box 644 Scarborough ON M1K 5H1	No	Not proved		309.62		
26. Enersource PO Box Station A Mississauga ON L5A 3V6	No	Not proved		7,891.89		
27. Epsilon Chemicals Ltd 1926-94 Street N.W Edmonton AB T6N 1J3	No	Not proved		1,896.11		
28. Erin Refrigeration & A/C Div of 1051130 Ontario Limited 14 Thompson Crescent Erin ON N0B 1T0	No	Not proved		18,946.62		
29. Euro Mediterranean Foods 19 Curity Ave Unit 12 Toronto ON M4B 1X4	No	Not proved		7,647.90		

Claims Register for Jeanie Marshal Foods Canada Inc. - Continued

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
30. European Quality Meats & Sausages 14 Westwyn Court Brampton ON L6T 4T5	No	Not proved		24,152.50		
31. Everyday Office Supplies Inc. 130 Bridgeland Ave #100 Toronto ON M6A 1Z4	No	Not proved		1,960.87		
32. Federal Express Canada Ltd. PO Box 4626 Toronto Stn A Toronto ON M5W 5B4	No	Not proved		30.53		
33. Food with a Conscience 240 Rue St Jacques West Suite 200 2nd Floor Montreal QC H2Y 1L9	No	Not proved		1,816.94		
34. Fulton Food Safety Inc. 80 Southgate Drive Ste# 2 Guelph ON N1G 4P5	No	Not proved		21,660.00		
35. Fusion Career Service Canada 3-4140 Steeles Ave W Woodbridge ON L4L 4V3	No	Not proved		1,536.80		
36. GFS Ontario Inc 2999 James Snow Parkway Milton ON L9T 5G4	No	Not proved		116,451.46		
37. ICC Canada 975 Mid-Way Blvd, Unit 8 Mississauga ON L5T 2C6	No	Not proved		4,097.38		
38. Jeanie Marshal Foods Inc. 61 Florida Ave Bangor ME 04401 USA	No	Not proved		60,786.28		
39. Jiano Foods 65 Melford Drive Toronto ON M1B 2G8	No	Not proved		598.00		
40. JMC Electric Ltd 8 Strathearn Ave Unit 21 Brampton ON L6T 4L9	No	Not proved		5,680.74		
41. JMF 328 Main Street Moncton NB	No			190,808.00		
42. Kensington Patty Palace Ltd 1571 Sandhurst Cr PO Box 63625 Scarborough ON M1V 5K2	No	Not proved		18,869.70		
43. Kruger Industrial 10 Pedigree Court Brampton ON L6T 5T8	No	Not proved		23,877.00		
44. Labour Source 4140 Steeles Ave W. Unit 3 Woodbridge ON L4L 4V3	No	Not proved		263,678.20		
45. Lewis Associates Co-Operative Bank Plc PO Box 250 Skelmersdale Skelmersdale England United Kingdom	No	Not proved		6,120.00		
46. Maintenance With A Class 12068 Hurontario Street Brampton ON L7A 1E6	No	Not proved		18,267.59		
47. Mancino Industrial Lift Trucks 671 Rowntree Dairy Rd Woodbridge ON L4L 5T9	No	Not proved		7,406.56		
48. Marsan Foods Limited 160 Thermos Road Toronto ON M1L 4W2	No	Not proved		2,443.75		

Claims Register for Jeanie Marshal Foods Canada Inc. - Continued

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
49. Maxxam Analytics PO Box 57437 Postal Station A Toronto ON M5W 5M5	No	Not proved		1,181.23		
50. McCordick Glove & Safety 400 Jamieson Pkwy Cambridge ON N3C 4N3	No	Not proved		8,836.81		
51. McMillan LLP - Toronto Attur: Ginger Drew 2500 - 181 Bay Street Toronto ON M5J 2T7	No	Not proved		2,762.85		
52. Micheal Foods Inc. c/o 910950 PO Box 4090 Stn A Toronto ON M5W 0E9	No	Not proved		7,542.00		
53. Mississauga Locksmiths Limited 3100 Ridgeway Drive Unit #1 Mississauga ON L5L 5M5	No	Not proved		1,752.97		
54. Nella Cutlery & Food Equipment Inc. 1255 Fewster Drive Mississauga ON L4W 1A2	No	Not proved		3,706.51		
55. Northern Uniform Service Division of 1447324 Ontario LTD 45 Reagens Industrial Parkway Bradford ON L3Z 2A4	No	Not proved		1,520.31		
56. Pactiv Canada Ltd 46 Hale Rd Brampton ON L6W 3M1	No			6,950.18		
57. Pro Door & Sock Systems 3190 Ridgeway Drive Mississauga ON L5L 5S8	No	Not proved		751.17		
58. Quiznos Canada Restaurant Corporation 1267 Cornwall Road Suite 301 Oakville ON L6J 7T5	No	Not proved		7,406.40		
59. Reuven International Limited 1881 Young Street Suite 201 Toronto ON M4S 3C4	No	Not proved		17,370.00		
60. S.V. La Costa Enterprise Inc. 391 Hanlan Rd Unit# 3 & 4 Woodbridge ON L4L 3T1	No	Not proved		2,652.00		
61. Saputo Dairy Products Canada GP 101 Royal Group Crescent Vaughan ON L4H 1X9	No	Not proved		51,939.27		
62. Shalitfoods 24-601 Magnetic Drive Toronto ON M3J 3J2	No	Not proved		2,105.90		
63. Shamrock Cold Storage Inc. 745 Intermodal Drive Brampton ON L6T 5W2	No	Not proved		1,209.10		
64. Sonia's Consulting Services Inc. 23 Panorama Cress Brampton ON L6S 3T7	No	Not proved		2,542.00		
65. Sushi Gourmet Catering Inc 6660 Kennedy Rd, Unit 10 Mississauga ON L5T 2M9	No	Not proved		3,503.00		
66. Sweets from the Earth 218 Canaractic Dr Toronto ON M3J 2P4	No	Not proved		41,020.50		

Claims Register for Jeanie Marshal Foods Canada Inc. - Concluded

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
67. Toppits Foods Ltd. 301 Chrislea Road Vaughan ON L4L 8N4	No	Not proved			102.90	
68. Toronto Bakery & Food Equipment 112 Snidercroft Rd Unit 1&2 Concord ON L4K 2K1	No	Not proved			1,041.02	
69. U-Pak Disposals (1989) Limited 15 Tidemore Avenue Etobicoke ON M8W 7E9	No	Not proved			1,633.74	
70. Unisource Canada Inc. PO Box 46082-T46082 St A Toronto ON M5W 4K6	No	Not proved			10,959.37	
71. VersaCold Transport Services ULC 1600 Brandon Crescent Porte 205 Lachine QC H8T 2M8	No	Not proved			22,569.83	
72. We Market All P O Box 179 Mississauga ON L5R 0C1	No	Not proved			4,881.60	
73. Weston Bakeries 1425 The Queensway Toronto ON M8Z 1T3	No	Not proved			9,841.21	
74. Work Safety & Insurance Board(WSIB) PO Box 4115 Station A Toronto ON M5W 2V3	No	Not proved			1,010.01	
Total : Unsecured creditors					1,767,733.81	
				Grand Total:	1,767,736.81	



Canada

Industry Canada

Home > Bankruptcy > Office of the Superintendent of Bankruptcy Canada > E-Filing

Office of the Superintendent of Bankruptcy Canada

1. [Welcome, Jean B. Goguen](#) |

2. [Preferences](#) |

3. [E-Filing helpdesk](#) |

4. [Instructions](#) |

5. [Logout](#)

Update filing - update is confirmed

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 51-1793121
- **Estate Name:** Jeanie Marshal Foods Canada Inc.

Document(s) submitted

The following document(s) have been successfully submitted

- EIS: Estate Information Sheet

Reference

- The Reference Number for this transaction is: **9170140**.
- Submitted by Jean B. Goguen.
- 2013-12-11 7:51 EST

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.



Industry Canada

Home > Bankruptcy > Office of the Superintendent of Bankruptcy Canada > E-Filing

Office of the Superintendent of Bankruptcy Canada

1. [Welcome, Jean B. Goguen](#) |

2. [Preferences](#) |

3. [E-Filing helpdesk](#) |

4. [Instructions](#) |

5. [Logout](#)

Update filing - update is confirmed

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 51-1793121
- **Estate Name:** Jeanie Marshal Foods Canada Inc.

Document(s) submitted

The following document(s) have been successfully submitted

- Form 92: Notice of Proposal to Creditors

Reference

- The Reference Number for this transaction is: **9168380**.
- Submitted by Jean B. Goguen.
- 2013-12-10 14:24 EST

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.



Industry Canada

Home > Bankruptcy > Office of the Superintendent of Bankruptcy Canada > E-Filing

Office of the Superintendent of Bankruptcy Canada

1. [Welcome, Jean B. Goguen](#) |

Update filing - update is confirmed

2. [Preferences](#) |

3. [E-Filing helpdesk](#) |

4. [Instructions](#) |

5. [Logout](#)

Estate Information

Please Note: The following estate(s) were updated:

- **Estate Number:** 51-1793121
- **Estate Name:** Jeanie Marshal Foods Canada Inc.

Document(s) submitted

The following document(s) have been successfully submitted

- proposal, trustees report and cash flow & *Statement of Affairs*

Reference

- The Reference Number for this transaction is: **9168353**.
- Submitted by Jean B. Goguen.
- 2013-12-10 14:21 EST

[Submit another document for this estate.](#)

If you would like to submit a document against a different estate, please click on the **Update** link in the left hand side menu.

EXHIBIT F
MINUTES OF THE FIRST MEETING OF CREDITORS



Deloitte Restructuring Inc.
Purdy's Wharf Tower II
1969 Upper Water Street
Suite 1500
Halifax NS B3J 3R7
Canada

Estate #51-1793121
Court #NB19522

Tel: +19027215614
Fax: +19024235820
www.deloitte.ca

**MINUTES OF THE FIRST MEETING OF CREDITORS
IN THE MATTER OF THE PROPOSAL OF
JEANIE MARSHAL FOODS CANADA INC**

ORDINARY ADMINISTRATION

THE MEETING was called to order on January 24, 2014 at 10:00am at the office of Ellsworth, Johnson Phillips, 828 Main Street, Moncton, NB.

ATTENDANCE: see attendance sheet marked as Appendix "A" attached.

Mr. James Foran, CA, CIRP, Deloitte Restructuring Inc., chaired the meeting pursuant to subsection 105(1) of the Bankruptcy and Insolvency Act.

THE CHAIR introduced:

- (i) Mr. Jean Goguen, representing Deloitte Restructuring Inc., as Secretary;
- (ii) Mr. Ben Durnford, represented McInnes Cooper, legal counsel to the Trustee;
- (iii) Mr. Bruce Johnson, representing Ellsworth, Johnson Phillips, legal counsel to the Company;
- and
- (iv) Mr. Allon Fish, representing Jeanie Marshal Foods Canada Inc.

THE CHAIR declared the meeting properly called, and a quorum being present, duly constituted. The purpose of the meeting was to:

- (i) To provide an overview of the Proposal;
- (ii) To vote on the Proposal; and
- (iii) To appoint Inspectors

THE TRUSTEES preliminary report to creditors was presented and attached hereto as Appendix "B" is a copy of this report.

THE CHAIR called for any questions from creditors in attendance. No questions were asked.

THE CHAIR called for a vote on the amended proposal. The vote passed unanimously and hereto attached as Appendix "C" is the voting register.

THE CHAIR called for those interested in acting as estate inspectors to put their names forward. Ms. Jennifer Herringa representing GFS Canada, Mr. Joseph Leahy representing Versa Cold and Ms. Lisa Byers representing Bonte placed themselves forward for consideration as inspector.

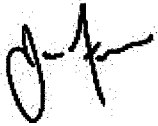
A MOTION WAS TABLED that Ms. Herringa, Mr. Leahy and Ms. Byers were appointed as estate inspectors. The motion carried.

THERE BEING NO FURTHER BUSINESS a motion to adjourn the meeting was moved. The motion carried.

RESPECTFULLY SUBMITTED,

DELOITTE RESTRUCTURING INC.
In its capacity as Proposal Trustee of
Jeanie Marshal Foods Canada Inc.
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to be 'J. Foran', written over a light grey rectangular background.

James Foran, CA, CIRP
Vice President

**APPENDIX A
ATTENDANCE LIST**



Deloitte Restructuring Inc.
Purdy's Wharf Tower II
1969 Upper Water Street
Suite 1500
Halifax NS B3J 3R7
Canada

Tel: +19027215614
Fax: +19024235820
www.deloitte.ca

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

**ATTENDANCE LIST FOR FIRST MEETING OF CREDITORS
HELD AT THE OFFICES OF ELLSWORTH, JOHNSON PHILIPS
ON JANUARY 24, 2014 AT 10:00AM**

REPRESENTING THE COMPANY:

Name	Title	Signature
Bruce Johnson	LAWYER	
ALLAN FISH	PRESIDENT	
Lee McKeigan-Dempsey	Lawyer	

REPRESENTING DELOITTE RESTRUCTURING INC:

Name	Title	Signature
James Foman	VICE PRESIDENT	
Jean Goguen	Vice-President	
Ben Durnford	Counsel	

APPENDIX B
PRELIMINARY REPORT OF THE PROPOSAL REPORT

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**

First Report of the Proposal Trustee on the Amended Proposal

Section A – Background

Jeanie Marshal Foods Canada Inc. ("Jeanie Marshal" or the "Company") was incorporated in New Brunswick on May 20, 2008. The shares of Jeanie Marshal are owned 100% by 639556 NB Ltd ("NB Ltd"), which in turn are owned 51% by Bob Lewis ("Lewis") and 49% by Allon Fish ("Fish"), the two sole directors of Jeanie Marshal (the "Directors").

Jeanie Marshal is in the business of manufacturing and marketing ready-to-eat ("RTE") frozen foods. Jeanie Marshal specializes in RTE frozen entrees, which are sold principally to commercial airlines. Approximately 90% of the sales are to Air Canada. The Company experienced operational and financial success for a number of years before experiencing financial difficulties.

During the past 12 months, based on significant growth in the Air Canada relationship, and the desire of the Directors to more closely align the operations of Jeanie Marshal with similar business holdings in the United States and United Kingdom, a decision was made to relocate from Moncton, New Brunswick to Mississauga, Ontario and become a food wholesaler as opposed to its past role as a food broker.

The Company incurred several challenges with the transition, namely:

- i. Delays with the construction of the new facility in Mississauga and related cost overruns;
- ii. Delays in obtaining Canadian Food Inspection Agency ("CFIA") approval for the new facility;
- iii. Operating issues during the start-up phase at the new facility.

With all available credit facilities fully utilized, and cash injections by related entities of nearly \$800,000 over the past two years, the Company was still unable to meet its day-to-day cash requirements and decided to file a Notice of Intention to Make a Proposal ("NOI") with the Official Receiver on September 26, 2013. Deloitte Restructuring Inc. ("Deloitte") consented to act as Proposal Trustee ("Proposal Trustee").

On October 24, 2013 Registrar Natalie LeBlanc of the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency (the "Court") granted a 45-day extension to the NOI period until December 10, 2013.

Capitalized terms used herein shall bear the meanings ascribed to them in the Amended Proposal, unless otherwise noted. We refer to the Amended Proposal herein as the Amended Proposal.

Section B – Summary of Amended Proposal

The Amended Proposal is an operating proposal whereby approximately 90% of projected annual cash flow after management fees, income taxes and capital investments over the next four years will be distributed by the Company to the Unsecured Creditors to settle outstanding Claims as at September 26, 2013.

In addition to the above payments, as described in greater detail below, the Company anticipates receiving an income tax recovery relating to the payment of income taxes for the last three fiscal years. Conditional upon its receipt of such tax recovery, the Company will make a payment to the Proposal Trustee that will be the lesser of (i) the actual income tax recovery received and (ii) \$200,000. It is anticipated that this payment would be made available to the Proposal Trustee within 60 days of its receipt from the Canada Revenue Agency and is intended to be used to satisfy the obligation owing to the Convenience Class. In the event the said recovery is not received, or if received is less than \$200,000, the Company will not be responsible to make up any shortfall. The Proposal Trustee has reviewed the analysis prepared by the Company's tax advisor and agrees with the analysis.

In summary, the Amended Proposal contemplates the following:

1. The Amended Proposal is not being made to any of the Secured Creditors of Jeanie Marshal. Conditional upon approval of the Amended Proposal by Unsecured Creditors and the Court by way of the Court Approval Order, Jeanie Marshal will continue with preexisting arrangements in effect with Secured Creditors as at September 26, 2013;
2. That all Preferred Creditors will be paid in full, without interest, under the statutory requirements as contained within the Bankruptcy and Insolvency Act ("BIA"), before any payments are made to the Unsecured Creditors. The Proposal Trustee advises that there are no known Preferred Creditors as at September 26, 2013;
3. The Unsecured Creditors with Proven Claims as at the date of filing the NOI, except for the Related Parties addressed below, will be paid as follows:
 - i. A Convenience Class will be created and all Proven Claims up to \$3,500 will be paid in full, without interest, on or before the 1st day of June 2014;
 - ii. For Proven Claims in excess of \$3,500, pro rata payments approximating 67% of the amount outstanding will be paid, in addition to the \$3,500 Convenience Class payment contemplated in paragraph (i); and
 - iii. Payments, other than the Convenience Class portion, will be made in equal installments on a quarterly basis over a period of four years, with the first anticipated payment being made no later than August 31, 2014.

Hereto attached as Appendix A is the Projected Distribution to Unsecured Creditors.

4. Conditional upon acceptance and Court approval of the Amended Proposal, Unsecured Creditors which are related to Jeanie Marshal in accordance with Section 4 of the BIA, namely Lewis and Associates, Jeanie Marshal Food Inc, BAFS Inc, and JMF UK (the "Related Parties"), have agreed to postpone receipt of distributions pursuant to the Amended Proposal until such time as the Proven Claims of all other Unsecured Creditors have been paid from the Fund in accordance with the terms of the Amended Proposal. In the event the Amended Proposal is defeated and a deemed bankruptcy occurs the Related Parties would participate in any distribution on pari passu basis. The Related Parties have signified their consent to the postponement of their Claims recovery by signing the Amended Proposal.

5. All payments made to the Unsecured Creditors are subject to a 5% levy payable to the Office of Superintendent of Bankruptcy (the "OSB");
6. The professional fees owing to the Proposal Trustee, its legal counsel, and legal counsel of the Company are to be paid in priority to any amounts described above in paragraph 3 (iii);
7. The offer contained within the Amended Proposal is conditional on being accepted by the requisite support of the Unsecured Creditors and approval by the Court.

Section C – Financial Position and Causes of Difficulties

The Company has informed the Proposal Trustee that its financial difficulties resulted from:

- i. Margin pressures related to providing continued services to its largest customer; and,
- ii. One-time issues experienced with the physical relocation of the Company's operations from Moncton, New Brunswick to Mississauga, Ontario.

The Company produced unaudited financial statements as at November 30, 2013 which are summarized in the Company's Statement of Affairs ("Statement of Affairs"). Detailed analysis of the Company's current financial position is found in Section E below.

Section D – Interim Receiver

Not applicable as there was no appointment of an Interim Receiver during the period of the NOI.

Section E – Identification and Evaluation of Assets

According to the Company's Statement of Affairs as at November 30, 2013, and information provided to the Proposal Trustee by the Company, the Company's assets and their estimated realizable value (in liquidation) consists of the following:

	Estimated Realizable Value		
	Book Value	Low	High
Cash	\$ 109,757	\$ 109,757	\$ 109,757
Accounts receivable	233,717	116,858	175,287
HST receivable	124,446	62,223	93,335
Note receivable	254,197	Nil	Nil
Inventory	331,245	33,125	82,811
Income Tax Recovery*	-	175,000	200,000
Prepaid expenses	21,374	Nil	Nil
Other current assets	11,164	Nil	Nil
Capital assets (net)	851,216	Nil	25,000
Total	\$ 1,937,115	\$ 496,962	\$ 686,190

*Anticipated and estimated

The estimated realizations contained in this Report are based on the assumption that the financial position of the Company will not change materially between November 30, 2013 and January 24, 2014, the date of deemed bankruptcy if the Amended Proposal is not accepted by the Unsecured Creditors and approved by the Court. The estimated realizations also assume receipt of the income tax recovery described above. At present, this recovery remains a contingent prospect, as does the use of such recovery to fund distributions to Unsecured Creditors in accordance with the Amended Proposal. These assets are discussed in greater detail hereunder:

Cash

According to the Company as at November 30, 2013, the Company had \$109,757 in cash. The Company maintains five bank accounts: three Canadian dollar accounts and two US dollar accounts. The Proposal Trustee estimates that in a liquidation scenario, the realizable value of the cash balance would be \$109,757 (100%).

Accounts Receivable

According to the Company, the accounts receivable balance of \$233,717 set out on the Statement of Affairs is net of bad debts, unissued credit notes and volume rebates to be issued. In a liquidation scenario, customers of the Company may claim offsets for product warranty, lack of continued supply, etc. against all amounts owed to the Company. As a result, the Proposal Trustee estimates that in a liquidation scenario, the realizable value of the accounts receivable would be between \$116,858 (50%) and \$175,297 (75%).

HST Receivable

According to the Company, the amount of \$124,446 represents the Company's book value of outstanding Investment Tax Credits ("ITCs"). Of this total, \$91,175 pertains to the claimed refund for September and October 2013 while \$33,270 pertains to the unclaimed refund for November 2013. The Proposal Trustee estimates that in a liquidation scenario the realizable value of this balance would be between \$62,223 (50%) and \$93,335 (75%) based on potential offsets applied by the Canada Revenue Agency for ITCs claimed but not paid by the Company.

Note Receivable

The amount of \$254,197 represents a note receivable from NB Ltd, a related company. According to the Company, NB Ltd is a non-operating entity without sufficient assets to repay this balance. The Proposal Trustee estimates that in a liquidation scenario the realizable amount would be nil.

Inventory

The amount of \$331,245 represents the Company's book value of inventory. According to the Company, the inventory consists primarily of raw materials (\$232,992), work-in-progress (\$9,449) and finished goods (\$88,803.40). Due to the perishable nature of the Company's inventory, the highly regulated industry in which they operate, and potential 30-day goods claims under subsection 81.1(1) of the BIA, the Proposal Trustee estimates the realizable value in a liquidation scenario would be between \$33,125 (10%) and \$82,811 (25%) after taking into account inventory obsolescence.

Income Tax Recovery

The amount of \$175,000 - \$200,000 noted in the table above represents the Company's anticipated (estimated) recovery relating to income taxes paid within the last three fiscal years. The Company incurred significant operating losses during the most recent fiscal year and shall forthwith file an income tax return and elect to carry these losses back to its three most recent taxation years in order to recover taxes paid in those years. The estimated magnitude of this potential recovery remains consistent under both liquidation and going concern scenario, yet this recovery remains a contingent prospect at present, as does the use of such funds to pay dividends under the Amended Proposal.

Prepaid Expenses

Prepaid expenses consist of pre-paid rent/utility deposits, insurance including property insurance and other prepaid amounts. Due to the nature of these prepaid expenses, in a liquidation scenario, the Proposal Trustee estimates the estimated realizable value would be nil.

Other Current Assets

According to the Company there are \$11,164 of other current assets (e.g. deposits with post-NOI vendors). The Proposal Trustee estimates that in a liquidation scenario the realizable amount would be nil.

Capital Assets

According to the Company's records, the net book value of the Company's capital assets as at November 30, 2013 is \$851,216. Capital assets consist of machinery and equipment (\$295,247), leasehold improvements (\$561,888), office furniture (\$3,958) and computer software (\$15,332).

The Proposal Trustee obtained a legal opinion which advised that there are priority secured charges over specific pieces of the machinery and equipment. Due to the nature of the remaining assets, and taking into consideration potential commission and sales expenses, the Proposal Trustee estimates that the realizable value of the Company's capital assets would be between nil and \$25,000 in a liquidation scenario.

Section F – Conduct of the Debtor

The Proposal Trustee monitored the cash flows of the Company during the NOI period and is not aware of any material payments relating to pre-NOI debts or of payments which could be viewed as reviewable under the BIA.

The Proposal Trustee is not aware of any offenses under the BIA having been committed during the NOI period.

Section G – Creditors' Claims

According to information provided to the Proposal Trustee by the Company, the Company's Creditors are comprised of:

Category	No. of Creditors	Balance
Preferred	0	\$ -
Unsecured	74	1,767,734
Contingent	N/A	N/A
Total	74	\$1,767,734

The Proposal Trustee is not aware of any material discrepancies between the amounts contained within the books and records of the Company and the expected claims to be filed by Creditors. Any discrepancies will be investigated by the Proposal Trustee.

The Proposal Trustee worked with the Company and its external accountants, KPMG LLP of Moncton, New Brunswick, to identify related-party transactions which are summarized below:

	As at:		
	Sept 24, 2013	Jan 5, 2013	Dec 31, 2011
Receivable from 639556 NB Ltd.	\$ 256,197	\$ 548,779	\$ 712,553
Payable to BAFS Inc	(88,426)	(165,405)	-
Jeanie Marshal Food Inc	(60,786)	-	-
JMF UK	(190,878)	-	-
Net Position:	\$ (83,893)	\$ 383,374	\$ 712,553

Note: The information presented above has not been audited, reviewed or otherwise verified by the Proposal Trustee

As demonstrated by the information presented above the Proposal Trustee notes that approximately \$800,000 of support was provided to the Company over the past three years by related companies.

Section H – Previous Business Dealings with the Debtor

Deloitte has had no previous dealings with Jeanie Marshal or its related companies prior to providing its consent to act as the Proposal Trustee on September 25, 2013.

Deloitte further confirms that it does not have any knowledge of any conflict of interest situation arising from the acceptance of this appointment as Proposal Trustee.

Section I – Informal Meetings with Major Creditors

The Proposal Trustee has held several discussions with TD Bank (“TD”) and its legal counsel since the filing of the NOI. TD has remained supportive of the Company since the filing and has continued to provide access to an operating line in accordance with the financing agreement dated November 12, 2013.

Frequent discussions were held with the three main Unsecured Creditors: Bonte Foods Limited, Labour Source Inc., and Eamatech Canada Inc. The Proposal Trustee received the consent of the major creditors and the OSB to seek an extension for the date of the First Meeting of Creditors outside of the statutory period contemplated by the BIA.

Section J – Remuneration of Trustee

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

Section K – Other

The Proposal Trustee engaged McInnes Cooper of Halifax, Nova Scotia as its legal counsel.

The Proposal Trustee engaged Corporate and General Liquidators and Auctioneers of Markham, Ontario to perform a valuation of the Company’s tangible assets located at the main facility in Mississauga, Ontario.

The Proposal Trustee observed the on-going communications between the Company and its largest customer, Air Canada. Air Canada remained supportive of the Company during the NOI period and has continued to place orders and settle their accounts under normal business conditions.

Section L – Statement of Estimated Realization

The Proposal Trustee estimates the realization to Unsecured Creditors under the Amended Proposal or a potential bankruptcy situation as follows:

	Book Value	Proposal	Liquidation in Bankruptcy	
			Low	High
Cash	\$ 109,757		\$ 109,757	\$ 109,757
Accounts receivable	233,717		116,858	175,287
HST receivable	124,446		62,223	93,335
Note receivable	254,197		Nil	Nil
Inventory	331,245		33,125	82,811
Income Tax Recovery *			175,000	200,000
Prepaid expenses	21,374		Nil	Nil
Other current assets	11,164		Nil	Nil
Capital assets (net)	851,216		Nil	25,000
Estimated gross realizations	\$ 1,937,115	\$ 1,045,456	\$ 496,962	\$ 686,190
Less: claims of secured creditors		Nil	Nil	Nil
Less: claims of preferred creditors		Nil	30,000	60,000
Less: professional fees in bankruptcy		35,000	50,000	75,000
		35,000	80,000	135,000
Estate balance		1,010,456	416,962	551,190
Levy to OSB		50,523	20,848	27,559
Available for distribution		\$ 959,933	\$ 396,114	\$ 523,630
Total unsecured claims		\$ 1,421,594	\$ 1,767,734	\$ 1,767,734
Dividend yield		68%	22%	30%

* Anticipated and estimated

The Proposal Trustee, in its preparation of the above analysis, assumes that the financial position of the Company as at January 24, 2014, the date of a potential bankruptcy, will not be materially different than the financial position as at November 30, 2013. The estimated realizations also assume receipt of the income tax recovery described above. At present, this recovery remains a contingent prospect, as does the use of such recovery to fund distributions to Unsecured Creditors in accordance with the Amended Proposal.

Section M – Recommendations

It is the opinion of the Proposal Trustee that the Amended Proposal is in the best interests of the Unsecured Creditors. If the Amended Proposal is rejected and the Company is deemed bankrupt, the Proposal Trustee has estimated that the Unsecured Creditors would receive a return in the range of 22 to 30%, as opposed to the approximately 68% return contemplated by the terms of the Amended Proposal. Both recovery scenarios being dependent upon the aforementioned assumptions respecting the anticipated tax recovery. Accordingly, the Proposal Trustee recommends that Unsecured Creditors support the Company's Amended Proposal. Furthermore, the Proposal Trustee intends to vote proxies received, naming the Proposal Trustee as the proxy holder, in favor of the Amended Proposal.

Dated at Halifax, Nova Scotia, the 13th day of January, 2014.

DELOITTE RESTRUCTURING INC.
In its capacity as Trustee under the Proposal of
Jeanie Marshal Foods Canada Inc.
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to be 'JF', written over a faint circular stamp.

James Foran, CA, CIRP
Vice President

Jeanie Marshall Foods Canada Inc
Appendix A
Projected Distribution to Unsecured Creditors

Unsecured Creditor	Claim	Payout per Proposal					Total Distribution	Payout %
		Convenience Class (\$3,500)	Excess Claims (87%)	Available for Distribution	OSB Levy (5%)			
Federal Express Canada Ltd	31	31	-	31	2	29	95%	
Toppits Foods LTD	103	103	-	103	5	98	95%	
Bell Canada (520844802)	110	110	-	110	6	105	95%	
DSM Foods Inc	260	260	-	260	13	247	95%	
Cedar Springs	268	268	-	268	13	255	95%	
Enbridge	310	310	-	310	15	294	95%	
Bell Canada (9056254516)	324	324	-	324	16	308	95%	
BSA S.E.C./L.P.	350	350	-	350	18	333	95%	
Bell Mobility Inc.	383	383	-	383	19	364	95%	
Abell Pest Control	497	497	-	497	25	472	95%	
Jiano Foods	598	598	-	598	30	568	95%	
Enablesit	662	662	-	662	33	629	95%	
Pro-Door & Dock Systems	751	751	-	751	38	714	95%	
Celplast Packaging Systems Ltd	866	866	-	866	43	823	95%	
CBSC Capital Inc.	924	924	-	924	46	878	95%	
Canon Canada Inc.	953	953	-	953	48	905	95%	
WSIB	1,010	1,010	-	1,010	51	960	95%	
Toronto Bakery & Food Equipment	1,041	1,041	-	1,041	52	989	95%	
Derlea Brand Foods, Inc.	1,080	1,080	-	1,080	54	1,026	95%	
Maxxam Analytics	1,181	1,181	-	1,181	59	1,122	95%	
Shamrock Cold Storage Inc.	1,209	1,209	-	1,209	60	1,149	95%	
CFIA	1,384	1,384	-	1,384	69	1,315	95%	
Northern Uniform Service	1,520	1,520	-	1,520	76	1,444	95%	
Fusion Career Services Canada	1,537	1,537	-	1,537	77	1,460	95%	
U-Pak Disposals (1989) Limited	1,634	1,634	-	1,634	82	1,552	95%	
Mississauga Locksmiths Limited	1,753	1,753	-	1,753	88	1,665	95%	
Food with a Conscience	1,817	1,817	-	1,817	91	1,726	95%	
Epsilon Chemicals Ltd	1,896	1,896	-	1,896	95	1,801	95%	
Everyday Office Supplies, Inc.	1,961	1,961	-	1,961	98	1,863	95%	
Shalitfoods	2,106	2,106	-	2,106	105	2,001	95%	
Marsan Foods Limited	2,444	2,444	-	2,444	122	2,322	95%	
Sonia's Consulting Services Inc.	2,542	2,542	-	2,542	127	2,415	95%	
S.V. La Costa Enterprise Inc.	2,652	2,652	-	2,652	133	2,519	95%	
McMillan LLP	2,763	2,763	-	2,763	138	2,625	95%	
Complete Products Solutions Inc	2,764	2,764	-	2,764	138	2,625	95%	
Sushi Gourmet Catering Inc.	3,503	3,500	2	3,502	175	3,327	95%	
Nella Cutlery & Food Equipment	3,707	3,500	138	3,638	182	3,456	93%	
ICC Canada	4,097	3,500	400	3,900	195	3,705	90%	
Backerhaus Veit Ltd	4,435	3,500	626	4,126	206	3,920	88%	
We Market All	4,882	3,500	926	4,426	221	4,204	86%	
JMC Electric Ltd	5,681	3,500	1,461	4,961	248	4,713	83%	
Lewis Associates **	-	-	-	-	-	-	0%	
Pactiv Canada, Inc.	6,950	3,500	2,312	5,812	291	5,521	79%	
Camille Bouchard	7,248	3,500	2,511	6,011	301	5,711	79%	
Quiznos Canada Restaurant Corporation	7,406	3,500	2,617	6,117	306	5,811	78%	
Mancino Industrial Lift Trucks	7,407	3,500	2,617	6,117	306	5,812	78%	
Michael Foods Inc	7,542	3,500	2,708	6,208	310	5,898	78%	
Euro Mediterranean Foods	7,648	3,500	2,779	6,279	314	5,965	78%	
Enersource	7,892	3,500	2,943	6,443	322	6,120	78%	
McCordick Glove & Safety	8,837	3,500	3,576	7,076	354	6,722	76%	
Egg Solutions	9,328	3,500	3,905	7,405	370	7,035	75%	
Weston Bakeries	9,841	3,500	4,249	7,749	387	7,361	75%	
Unisource Canada, Inc.	10,959	3,500	4,998	8,498	425	8,073	74%	
Cascades Boxboard Group	14,204	3,500	7,172	10,672	534	10,138	71%	
Arthur Rogers & Assoc. Inc.	14,958	3,500	7,677	11,177	559	10,618	71%	
Reuven International Limited	17,370	3,500	9,293	12,793	640	12,153	70%	
Maintenance With A Class	18,268	3,500	9,894	13,394	670	12,725	70%	
Kensington Patty Palace Ltd	18,870	3,500	10,298	13,798	690	13,108	69%	
Erin Refrigeration & A/C	18,947	3,500	10,349	13,849	692	13,157	69%	
Deco Labels & Tags	19,445	3,500	10,683	14,183	709	13,474	69%	
Avison Construction Group	20,000	3,500	11,055	14,555	728	13,827	69%	
Fulton Food Safety Inc.	21,660	3,500	12,167	15,667	783	14,884	69%	
VersaCold Transport Services ULC	22,570	3,500	12,777	16,277	814	15,463	69%	
Kruger Industrial	23,877	3,500	13,653	17,153	858	16,295	68%	
European Quality Meats & Sausages	24,153	3,500	13,837	17,337	867	16,470	68%	
Sweets from the Earth	41,021	3,500	25,139	28,639	1,432	27,207	66%	
Saputo Dairy Products Canada G.P.	51,939	3,500	32,454	35,954	1,798	34,157	66%	
Jeanie Marshal Foods, Inc. **	-	-	-	-	-	-	0%	
BAFS, Inc. **	-	-	-	-	-	-	0%	
GFS Ontario, Inc.	116,451	3,500	75,677	79,177	3,959	75,219	65%	
JMF UK **	-	-	-	-	-	-	0%	
EamaTech Canada Inc.	252,000	3,500	166,495	169,995	8,500	161,495	64%	
Labour Source	263,678	3,500	174,319	177,819	8,891	168,928	64%	
Bonte Foods, Ltd	303,137	3,500	200,767	204,267	10,213	194,044	64%	
Total	1,421,594	164,184	842,465	1,006,648	50,332	956,316		

** Related Party

**APPENDIX C
VOTING REGISTER**

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

Voting Summary

In the matter of the proposal of
 Jeanie Marshal Foods Canada Inc.
 of the City of Moncton, in the Province of New Brunswick

Insolvency Date: 26-Sep-2013

Result of Voting

Class	Total #		Dollar Value of Claims		Percentage by Votes		Percentage by Value		Result		
	Votes	Yes	No	Yes	No	Yes	No	Yes	No	By Votes	By Value
	37	37	0	1,205,391.73	0.00	100.00	0.00	100.00	0.00	App.	App.

List of creditors

Class	Creditor Name	Type	Account #	\$ Admitted for Voting	Voted By	Vote
	Abell Pest Control	U		497.20	Letter	For
	Avision Construction Group	U		20,000.00	Letter	For
	Backerhaus Veit Ltd.	U		4,435.06	Letter	For
	Bonte Food Ltd	U		303,473.37	Letter	For
	BSA S.E.C	U		350.00	Letter	For
	Camille Bouchard	U		6,333.33	Letter	For
	Cascades Boxboard Group	U		14,203.76	Letter	For
	Cedar Springs Water	U		268.36	Letter	For
	Deco Labels & Tags	U		19,445.41	Letter	For
	Derlee Brand Foods	U		1,080.00	Letter	For
	Eama Tech Canada Inc.	U		213,562.96	Letter	For
	Egg Solutions	U		9,328.00	Letter	For
	Epsilon Chemicals Ltd	U		1,896.11	Letter	For
	Erin Refrigeration & A/C Div of 1051130 Ontario Limited	U		18,946.63	Letter	For
	European Quality Meats & Sausages	U		24,152.50	Letter	For
	Everyday Office Supplies Inc.	U		1,937.14	Letter	For
	Fusion Career Service Canada	U		1,536.80	Letter	For
	GFS Ontario Inc	U		116,451.46	Letter	For
	JMC Electric Ltd	U		5,680.74	Letter	For
	Kruger Industrial	U		23,877.00	Letter	For
	Labour Source	U		263,947.83	Letter	For
	Maintenance With A Class	U		18,267.59	Letter	For
	Marsan Foods Limited	U		2,443.75	Letter	For
	McCordick Glove & Safety	U		8,492.29	Letter	For
	McMillan LLP - Toronto	U		2,922.21	Letter	For
	Nella Cutlery & Food Equipment Inc.	U		3,703.64	Letter	For

List of creditors

<i>Class</i>	<i>Creditor Name</i>	<i>Type</i>	<i>Account #</i>	<i>\$ Admitted for Voting</i>	<i>Voted By</i>	<i>Vote</i>
	Pactiv Canada Ltd	U		6,950.18	Letter	For
	Reuven International Limited	U		17,370.00	Letter	For
	S.V. La Costa Enterprise Inc.	U		2,652.00	Letter	For
	Shalitfoods	U		2,105.90	Letter	For
	Sweets from the Earth	U		41,020.45	Letter	For
	Toronto Bakery & Food Equipment	U		1,041.02	Letter	For
	Unisource Canada Inc.	U		10,575.62	Letter	For
	VersaCold Logistics Services	U		302.13	Letter	For
	VersaCold Logistics Services	U		21,262.89	Letter	For
	We Market All	U		4,881.60	Letter	For
	Weston Bakeries	U		9,996.80	Letter	For