

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF TERREBONNE

SUPERIOR COURT
Commercial Division

No. 700-11-017950-181

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF:**

CONCEPT GOURMET DU VILLAGE INC., a legal person incorporated under the laws of Canada, having its registered office at 539 Rue Village, in the city of Morin Heights, Province of Quebec, J0R 1H0;

Applicant

-and-

DELOITTE RESTRUCTURING INC., a legal person under the laws of Canada, having a place of business at 1190 Avenue des Canadiens-de-Montréal, Suite 500, in the city of Montreal, Province of Québec, H3B 0M7;

Trustee

-and-

GOURMET DU VILLAGE (USA) INC., a legal person incorporated under the laws of United States, having its registered office at 1 Cumberland Ave., in the city of Plattsburgh, State of New York, 12901;

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL MOVABLE REAL RIGHTS, a legal person having a place of business at 1 Notre-Dame East Street, Office 7.07, in the city of Montreal, Province of Québec, H2Y 1B6

Impleaded Parties

APPLICATION FOR THE ISSUANCE OF AN APPROVAL AND VESTING ORDER
(Section 65.13 of the Bankruptcy and Insolvency Act)

TO ONE OF THE JUDGES OR REGISTRAR OF THE SUPERIOR COURT SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF TERREBONNE, THE APPLICANT RESPECTFULLY SUBMITS THE FOLLOWING:

I. INTRODUCTION

1. The Applicant, Concept Gourmet du Village Inc. ("**Gourmet du Village**" or the "**Company**"), an insolvent company, initiated several months ago a solicitation process (the "**Sale Process**") in respect of its assets with a view of maximizing the value of same, for the benefit of all of its creditors.
2. On January 23, 2018, after having secured an offer in respect of all or substantially all of its assets, the Company filed a *Notice of Intention to Make a Proposal* (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") with a view of completing the transaction contemplated in said offer. Deloitte Restructuring Inc. was appointed as trustee to the NOI ("**Deloitte**" or the "**Trustee**"). A copy of the NOI is communicated herewith as **Exhibit P-1**.
3. As will be further described below, the Company hereby seeks, pursuant to Section 65.13 of the BIA, the issuance by this Court of an approval and vesting order (the "**AVO**") authorizing the sale of all or substantially all of its assets to MSRF Inc., as further set forth in the draft order communicated herewith as **Exhibit P-2**.

II. BACKGROUND

4. The Company is a manufacturer of specialty gourmet foods to the gift and specialty markets in both Canada and the United States.
5. As mentioned, on January 23, 2018, the Company filed an NOI pursuant to the BIA, with the objective of completing a sale transaction in respect of its assets with a third party dealing at arm's length, and keep its business and operations intact to the greatest extent possible.
6. As explained in greater detail below, the NOI was filed in a context where:
 - a) The Company has been experiencing financial difficulties for the past several years, and is now in a position where it can no longer generate sufficient liquidities to allow it to meet its obligations as they become due, and, as such, has become insolvent;
 - b) In early 2017, given its financial difficulties, the Company retained the services of Deloitte to act as its financial consultant and assist it in reviewing its financial situation;
 - c) The Company also retained the services of Tidewater Group Inc. ("**Tidewater**") in order to initiate a solicitation process (i.e. the Sale Process), the purpose of which was to thoroughly canvass the market in order to find a suitable investor, financier or purchaser for the Company's business and assets, and, ultimately, allow it to continue its business and operations as a going concern;

- d) The Company also retained thereafter the services of another third party consultant, in order to assist the management in the pursuit of the Sale Process and discussions with potentially interested parties;
 - e) In the fall of 2017, the Company received three (3) offers from strategic parties to acquire all or substantially all of its assets;
 - f) On December 15, 2017, after analysis of all three (3) offers received, and negotiation with each of their respective authors, the Company, with the support of its main secured creditor, the Royal Bank of Canada (the "RBC"), executed a binding offer (the "**MSRF Offer**") with MSRF Inc. ("**MSRF**" or the "**Purchaser**"), pursuant to which the Purchaser agreed to purchase, as a going concern, all or substantially all of the Company's assets. A copy of the MSRF Offer is communicated herewith, *under seal*, as **Exhibit P-3**.
7. The Company believes that the sale transaction contemplated in the MSRF Offer (the "**Transaction**") represents the best offer under the circumstances as it will allow the maximization of the value of its assets for the benefit of its creditors and other stakeholders, while at the same time secure the working capital funds necessary to continue the Company's ongoing operations and preserve the employment for substantially all of its employees.
8. Unless the Transaction is completed and implemented within the best delays, it is anticipated that the Company will imminently suffer a severe liquidity crisis preventing it from, *inter alia*, not only funding its on-going operations and paying its employees, but also to even attempt to seek an alternative purchaser.
9. In addition, the closing of the Transaction within the best delays is also crucial in order to allow the business to immediately secure new purchase orders from its multiple specialty suppliers, and preserve its current relationships with key clients both in Canada and in the USA. In fact, the Company is currently in dire need to make commitments and issue purchase orders both domestic and offshore to be prepared for their peak season, which begins in July.
10. Subject to the approval of this Court, the Company intends to close the Transaction as soon as possible following the issuance of such court order, and, potentially, if circumstances permit, thereafter explore the possibility of filing a proposal.

III. DESCRIPTION OF THE COMPANY

A. General

11. The Company is a private company, which was incorporated in 1984 under the *Canada Business Corporation Act*, R.S.C., 1985, c. C-44, with its principal place of business in Morin Heights, Québec, as appears from a copy of the corporate registry for the company taken from the Quebec Register of Enterprise, communicated herewith as **Exhibit P-4**.

B. Description of the Business

12. Over the past several years, the Company has grown to become one of the leading manufacturers of specialty gourmet foods to the gift and specialty markets in both Canada and the United States.
13. Throughout the years, the Applicants have always strived to maintain high standards of quality control, customer service, flexibility, experience and creativity.

C. Employees

14. As at the date of this Application, the Company had twenty-five (25) non-unionized employees, all of which are located in Morin Heights, in addition to the 15 sales representatives in Canada and 10 sales agents in the USA.
15. The Company's employees are paid on a bi-weekly basis. The Company is current in the payment of salaries to its employees, as well as in the collection and remittance of deductions at source to the appropriate governmental authorities.

IV. FINANCIAL SITUATION OF THE COMPANY

A. Assets

16. As at January 15, 2018, the Company's assets, excluding its intellectual property and goodwill, mainly consisted in the following:

Nature	Book Value
Inventory	\$511,000
Equipment	\$250,000
Accounts Receivables	\$614,000
Total:	\$1,375,000

B. Liabilities

17. As at January 15, 2018, the Company's main creditors, including creditors that had registered security over its assets, included the following:

Creditor	Indebtedness
RBC	\$430,000
Investissement Québec	\$252,000
Meridian	\$47,000
Financement Agricole	\$557,000
Unsecured long term lenders	\$400,000
Trade creditors	\$907,000
Intercompany debt	\$470,000
Total:	\$3,063,000

18. A copy of the relevant extracts of the *Register of Personal Movable Real Rights* (the "RPMRR") is communicated herewith, *en liasse*, as **Exhibit P-5**.
19. For the fiscal year ended December 31, 2016, and December 31, 2017, respectively, the Applicants recorded a total loss from operations of approximately \$92,000 and \$424,000. Copies of its financial statements for the year ended December 31, 2016 and December 31, 2017, are communicated herewith, under seal, as **Exhibit P-6** and **P-7**, respectively.

V. CAUSES OF THE COMPANY'S FINANCIAL DIFFICULTIES

C. Events Leading to the Company's Insolvency and Restructuring Efforts

20. Over the past few years, several factors have materially contributed to the decline in the Company's business, including, without limitation, the following:
- a) In 2008, the building in which the Company ran its operations collapsed, which resulted in the death of three (3) of its employees as well as significant damages to the Company;
 - b) Several expenses were required to be incurred in order to, *inter alia*, rebuild the Company's business;
 - c) In 2010, the direct shareholders of the Company parted ways, and the Company was required to obtain a secured loan from Investissement Québec in order to finance, in part, the repurchase of the shares of one of its shareholder, the balance being paid from the Company's own funds;
 - d) In 2011, due to market conditions, the Company's revenues decreased by over ten percent (10%);

- e) In order to finance its operations, the Company used a significant portion of its then accumulated retained earnings, as well as additional funds loaned by other long term lenders;
 - f) In the following years, despite reductions in the Company's expenses, and the engagements of various consultants hired to assist the Company in becoming profitable again, the Company's revenues continued to decrease;
 - g) In 2014, an affiliated company of Gourmet du Village and in respect of which the latter guaranteed a portion of its obligations (i.e. Restaurant La Grange), filed a voluntary bankruptcy, resulting in not only an intercompany debt not being repaid in favour of the Company, but also in an additional debt load being assumed by the Company;
 - h) During that year, the Company's account with the RBC, its principal secured creditor, was transferred to special accounts;
 - i) In the following years, the Company continued to struggle, as market conditions showed no signs of improvements, and significant financial constraints were imposed upon the Company by its financier, precluding it from expanding its business operations in market niches which were expected to be profitable;
 - j) In the summer of 2016, the Company began entertaining serious discussions in relation with the sale or merger of its business with a New York based company which saw an opportunity to enter into the specialty food market both in the US and in Canada; However, no transaction arose from such discussions;
 - k) In January of 2017, the Company, with the approval of the RBC, retained the services of Deloitte, as consultants, with the mandate to review the Applicant's business model and financial situation, review financial projections and make recommendations;
 - l) As part of its restructuring efforts, the Company, in addition to streamlining its operations, also reduced its operation costs by proceeding with a series of temporary employee layoffs.
21. Despite its restructuring efforts, the Company's financial situation continued to deteriorate due to lower sales than anticipated for the current year, which prompted in the initiation of a formal solicitation process as well as the filing of the NOI, as further described below.

D. The Sale Process

22. In February of 2017, as mentioned, the Company retained the services of Tidewater Group, to initiate a solicitation process in respect of its assets, with a view of potentially securing an offer from a third party purchaser willing to continue the operations of the Company, for the benefit of all of its creditors and other stakeholders, including its employees.
23. As part of its mandate, Tidewater Group prepared the following (the "**Solicitation Package**"):
- a) Personalized letters to each potential investors and purchasers to inform them of an opportunity to purchase the Company's assets;
 - b) A detailed offering memorandum containing a detailed description of the Company's business and assets up for sale; and
 - c) A confidentiality agreement to be signed by those persons potentially interested in purchasing the Company's assets and obtaining further information on the Company.

Copies of each of the above-documents forming part of the Solicitation Package, or example thereof, are communicated herewith, *en liasse*, under seal, as **Exhibit P-8**.

24. In total, a personalized letter was sent to more than a thousand (1000) potentially interested parties, located both in Canada and in the US.
25. A total of twenty-three (23) potentially interested parties requested and/or were sent a copy of the Company's detailed offering memorandums, and twelve (12) of them agreed to sign a confidentiality agreement.
26. Several follow-ups and meetings (in Montreal, Toronto and in the US) were then held between the Company's representatives and these potential purchasers between May and July 2017.
27. In addition, with the assistance of a consultant, the Company also set up a virtual data room containing relevant information and documents regarding the Company's business and assets, which was rendered available to the parties having signed a confidentiality agreement.
28. In the fall of 2017, a total of three (3) offers were submitted to the Company, each for the purchase of all or substantially all of its assets.
29. In order to maximize the recovery for the benefit of its creditors and other stakeholders, the Company, with the assistance of its advisors, began parallel negotiations with each of the three (3) offerors, which resulted, in certain cases, in amended offers being submitted to the Company.
30. On December 15, 2017, after careful review of the three (3) offers submitted to the Company, and several weeks of negotiation with each of these offerors, the Company selected and executed the MSRF Offer (P-3), following which a deposit

of one hundred and seventeen thousand nine hundred and seventy US dollars (US\$117,970) deposit was thereafter transferred by MSRF to the undersigned counsels' trust account.

31. As will be further discussed below, the MSRF Offer is not only the best offer submitted from a financial point of view, but it is also the only offer submitted to the Company which contemplates the engagement by the Purchaser of all or substantially all of the Company's employees.

VI. THE MSRF OFFER

32. Pursuant to the MSRF Offer (P-3), MSRF proposes to acquire itself, or through a company to be designated by itself, from the Company, as a going concern, all or substantially all of its assets (collectively, the "**Purchased Assets**"), including the following:
- a) All inventory (including all food items, hard goods and packaging and displays);
 - b) All accounts receivables;
 - c) All tangible capital assets, including the Company's equipment; and
 - d) All intangible assets.

The Purchased Assets are further described in Schedule A of the AVO (P-2).

33. As appears from the MSRF Offer, the accounts receivables to be purchased by MSRF shall also include the accounts receivables of Gourmet du Village (USA) Inc. (collectively, the "**US Receivables**"), an affiliate of the Company set up in the US for the purpose of compliance with US laws. The US Receivables which, as at the date of this Application, amounted to approximately US\$148,000, and which generally account for approximately 30% of the Company's global revenues, shall be assigned to the Company in consideration of an equivalent reduction of its claim against Gourmet du Village (USA) Inc. (approx. \$470,000), immediately prior to the closing of the Transaction and in accordance with the draft *Assignment of Claims Agreement*, communicated herewith as **Exhibit P-9**), so that they can be properly included as part of the Purchased Assets, and sold to MSRF. Other than the RBC, there are no creditors of Gourmet du Village (USA) Inc. which hold any security on such US Receivables. MSRF has indicated that the inclusion of the US Receivables is necessary for the Transaction to close.
34. The total purchase price (the "**Purchase Price**") payable in respect of the Purchase Assets is either based on a percentage of the value of same, or based on a fixed amount.

35. The total Purchase Price shall be payable on closing to the Company¹, save for an amount equivalent to ten (10%) thereof, which shall be paid on closing to the trust account of the Trustee, and released in full to the Company (or its estate) only following a period of thirty (30) days, unless MSRF is ordered to assume certain customer returns or warranty claims.
36. Although various closing conditions were set forth in the MSRF Offer, the only material conditions which remains to be met in order for the Transaction to close by the outside date of January 31, 2018, is that the MSRF Offer be approved by this Court so that all Purchased Assets be transferred to MSRF free and clear of all encumbrances, and that the Company obtains a written confirmation that its insurance policy related to its account receivables can be assigned to MSRF.
37. Indeed, although the MSRF Offer was also conditional upon the execution of satisfactory employment agreement between MSRF and both Mr. Michael Tott and Ms. Ashley Tott Concept, as well as the execution of a satisfactory lease between MSRF and the company owning the building in which the Company currently operates (an affiliate of the Company), each of these agreements have already been discussed and negotiated amongst the parties concerned, and have been agreed upon.

VII. GROUNDS FOR THIS APPLICATION

38. As previously mentioned, the MSRF Offer contemplates a transaction whereby all or substantially all of the Company's assets will be sold to MSRF, who will continue, potentially through a new company to be incorporated, the Company's business and operations and will preserve the employment for substantially all of its employees.
39. Based on the results of the Sale Process, the Transaction contemplated in the MSRF Offer provides the best outcome under the circumstances that can realistically be achieved for all of its stakeholders, in that, *inter alia*:
 - a) it will preserve a significant number of jobs, which would otherwise be lost in a "go-dark" liquidation scenario implemented by a receiver or a bankruptcy trustee;
 - b) it will preserve the value of the Company's assets which has limited value in a liquidation scenario;
 - c) it will preserve the ongoing contractual arrangements with many of the Company's suppliers; and
 - d) it is expected to provide for a better recovery than any other offer submitted to the Company as part of the Sale Process, for the benefit of the Company's creditors.
40. In turn, should this Court refuse to approve the MSRF Offer and the Transaction:

¹ As mentioned, on December 22, 2017, MSRF transferred to the undersigned counsels' trust account a deposit in the amount of US\$117,970.

- a) the Company will likely be forced to cease carrying on its business;
 - b) the Company's employees will immediately lose their current employment and years of seniority and the immediate termination of all of the Company's employees;
 - c) the Company will be forced to terminate its contractual arrangement with its suppliers, as well as with its landlord, 3522920 Canada inc., an affiliated company, which would then result in additional claims being filed against the Company, including claims as a result of cross-defaults, thereby reducing the expected recovery of its creditors.
41. MSRF has indicated that it is ready and willing to move forward with the closing of the Transaction and transfer the Company' business to a new operating company with as little disruption as possible, and as soon as possible following the issuance by this Court of the order sought herein.
42. At this stage, considering the results of the Sale Process, it is clear that the MSRF Offer is the best offer that the Company could receive under the circumstances, and certainly provides for a greater recovery than a liquidation of the Company's assets in a bankruptcy or receivership scenario, the consequence of which would be disastrous for all of its creditors and stakeholders, including all of the Company's employees.
43. The proposed sale to the Purchaser on a going concern basis will be, by far, the most beneficial outcome for such employees, who are expected to be in large part engaged by the Purchaser to perform services substantially similar to the ones that they are currently performing for the Applicants, with no change in their years of seniority.
44. Although MSRF is a party dealing at arm's length with the Company, it bears mentioning that because of their knowledge of the Company's business, Mr. Michael Tott and Ms. Ashley Tott will both be retained as employees of the Purchaser should the Transaction be approved by this Court. However, none of them will hold any equity position in such company.
45. Deloitte, which has been kept informed of the Sale Process undertaken by the Company, has advised the Company that it intends to file a report at or shortly prior to the hearing on the present Application, in which it will recommend the approval of the MSRF Offer and of the Transaction. More specifically, the Company understand that the following will be submitted to the Court by Deloitte:
- a) The process leading to the proposed Transaction was also reasonable under the circumstances;
 - b) The Transaction would be more beneficial to the Company's stakeholders than a sale or disposition of its assets under a bankruptcy or receivership scenario, as the Purchaser will continue the operations of the Company, assume most if not all of their employees, and pay, in exchange for the Company' assets, a purchase price which is fair and reasonable under the circumstances, taking into account, *inter alia*, their expected liquidation value;

- c) The Company's secured creditors, including the RBC, were informed of the Company's efforts as part of the Sale Process, as well as of the offer selected by it, and, as of the date of this Application, have not advised the Company of their intention to oppose the relief sought herein.
46. As part of the order sought, in addition to the approval of the Transaction, the Company also requests that a \$50,000 administration charge be granted (the "**Administration Charge**"), as it will require the continued assistance of the following professionals in order to ensure that the Transaction closes:
- a) The Company's legal counsels which have been retained to assist the Company in the conduct of the Sale Process as well as these proceedings; and
 - b) The Trustee (and its legal counsels) which has also assisted the Company in the conduct of the Sale Process as and has agreed to act as Trustee to the NOI and in the review of the claims against the Company which will be submitted as part of these proceedings. Deloitte has valuable insights into the Company's business and is in a position to perform its monitoring duties as well as to assist the Company without further delay.
47. In this context, the Company respectfully submits that the Administration Charge sought is necessary and appropriate, as well as reasonable, under the circumstances and that, accordingly, it should be granted as part of the order sought.
48. Considering the urgency of the situation, the Applicants respectfully submit that the notices given of the present Application are proper and sufficient and that this Application should be granted in accordance with its conclusions.

WHEREFORE, MAY THIS COURT:

GRANT this *Application for the Issuance of an Approval and Vesting Order* (the "**Application**");

ISSUE an order substantially in the form of the draft order communicated herewith, in support of the Application as Exhibit P-2;

ORDER the provisional execution of the Orders to be rendered notwithstanding any appeal and without the necessity of furnishing any security.

THE WHOLE WITHOUT COSTS, save and except in case of contestation.

MONTREAL, January 23, 2018

Stikeman Elliott LLP

STIKEMAN ELLIOTT LLP

Me Danny Duy Vu

ddvu@stikeman.com

1155 René-Lévesque Blvd. West, Suite 4100

Montréal, Québec H3B 3V2

Tel : 514-397-6495

Our file : 037569-1012

Attorneys for the Applicant

SOLEMN DECLARATION

I, the undersigned, **MICHAEL TOTT**, business person, having my principal place of business at 539 Rue Village, in the city of Morin Heights, Province of Quebec, J0R 1H0, solemnly declare the following:

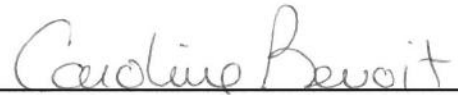
1. I am a the Chief Executive Officer of Concept Gourmet du Village Inc.; and
2. All the facts alleged in the *Application for the Issuance of an Approval and Vesting Order* are true.

AND I HAVE SIGNED:



MICHAEL TOTT

Solemnly declared before me in Montreal,
on the 23th day of January, 2018





NOTICE OF PRESENTATION

To:

<p>DELOITTE INC. 1190 Avenue des Canadiens-de-Montréal, Suite 500, Montreal, Québec, H3B 0M7</p> <p>Attn : Martin Franco / Laurence Noël Email: marfranco@deloitte.ca Lnoel@deloitte.ca</p> <p>TRUSTEE</p>	<p>ROYAL BANK OF CANADA 1, PLACE VILLE MARIE BUREAU 4000 MONTRÉAL QC H3B 4M4</p> <p>Attn : Valdina Di Betta Email : valdina.dibetta@rbc.com</p> <p><i>With a copy to:</i></p> <p>Attn: Claude Paquet Email: claud.paquet@bcf.ca</p> <p>Attorney for the Royal Bank of Canada</p>
<p>INVESTISSEMENT QUÉBEC 600, DE LA GAUCHETIÈRE WEST SUITE 1500 MONTRÉAL QC H3B 4L8</p> <p>Attn : Marc Di Maria Email : marc.dimaria@invest-quebec.com</p> <p><i>With a copy to:</i></p> <p>Attn : Ali El Haskouri Email: AliEl.Haskouri@invest-quebec.com</p> <p>Attorney for Investissement Québec</p>	<p>FINANCEMENT AGRICOLE 1060, boulevard Michèle-Bohec, Suite 106 Blainville, QC J7C 5E2</p> <p>Attn : Chantal Fortier Email: chantal.fortier@fac-fcc.ca</p> <p><i>With a copy to:</i></p> <p>Attn : Bernard Gravel Email : bgravel@Dexar.ca</p> <p>Attorney for Financement Agricole</p>
<p>MERIDIAN ONECAP CREDIT CORP. 40 Sheppard Ave W. Suite 800, Toronto, ON M2N 6K9</p> <p>Attn : Nicole Sealey Email: nicole.sealey@meridianonecap.ca</p>	<p>BANQUE DE DÉVELOPPEMENT DU CANADA 5 Place Ville Marie, Montreal, QC H3B 5E7</p> <p>Attn : David-Alexandre Sauvé Email: DavidAlexandre.SAUVE@bdc.ca</p>
<p>REGISTRAR OF THE REGISTER OF PERSONAL MOVABLE REAL RIGHTS 1, Rue Notre-Dame Est, Suite 7.07 Montreal, QC H2Y 1B6</p> <p>Email: services@rdprm.gouv.qc.ca</p>	<p>CANADA REVENUE AGENCY The Exchange Tower 130 King Street West, Suite 3400 Toronto, ON M5X 1K6</p> <p>Attn : Stephen Thibault Email: Stephen.Thibault@cra-arc.gc.ca</p>

<p>REVENU QUÉBEC (Direction Régionale du Recouvrement) 1600 René-Lévesque Blvd. West Montreal, QC H3H 2V2</p> <p>Attn : Hamida Baazra Email: hamida.baazra@revenuquebec.ca</p>	<p>MINISTÈRE DE LA JUSTICE DU CANADA Complexe Guy Favreau 200 René-Lévesque Blvd. West Tower East, 9th Floor Montreal, QC H2Z 1X4</p> <p>Attn : Chantal Comtois Email: chantal.comptois@justice.gc.ca</p>
<p>MINISTÈRE DE LA JUSTICE DU QUÉBEC 1200 de l'Église Road 6th Floor Québec, QC G1V 4M1</p> <p>Email: ministre@justice.gouv.qc.ca</p>	

TAKE NOTICE that the *Application for the Issuance of an Approval and Vesting Order* will be presented for adjudication before one of the Honourable Judges of Superior Court or to the Registrar, sitting in practice in and for the District of Terrebonne, in Room B-1.07, of the Saint-Jérôme Courthouse, located at 25, rue de Martigny Ouest, Saint-Jérôme (Québec) J7Y 4Z1, in room **B-1.07** on **January 25, 2018** at **9:00 a.m.** or soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTRÉAL, January 23, 2018


STIKEMAN ELLIOTT LLP
Me Danny Duy Vu
ddvu@stikeman.com

1155 René-Lévesque Blvd. West, Suite 4100
Montréal, Québec H3B 3V2
Tel : 514-397-6495
Our file : 037569-1012
Attorneys for the Applicant

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF TERREBONNE

SUPERIOR COURT
Commercial Division

No. 700-11-017950-181

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF:

CONCEPT GOURMET DU VILLAGE INC

Applicant

-and-

DELOITTE INC.

Trustee

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL MOVABLE REAL RIGHTS

Impleaded Party

LIST OF EXHIBITS

- Exhibit P-1:** Copy of the Notice of Intention to Make a Proposal of Concept Gourmet du Village Inc., dated January 23 2018.
- Exhibit P-2:** Copy of the draft Approval and Vesting Order sought.
- Exhibit P-3:** Copy of the MSRF Offer, dated December 15, 2017.
(UNDER SEAL)
- Exhibit P-4:** Copy of the corporate registry for Concept Gourmet du Village Inc.
- Exhibit P-5:** Copy of the relevant extract of the Register of Personal Movable Real Rights, *en liasse*.
- Exhibit P-6:** Copy of Concept Gourmet du Village Inc.'s financial statements for the year ended December 31, 2016;
(UNDER SEAL)

- Exhibit P-7:
(UNDER SEAL)** Copy of Concept Gourmet du Village Inc.'s financial statements for the year ended December 31, 2017;
- Exhibit P-8:
(UNDER SEAL)** Copy of the Tidewater Solicitation Package, *en liasse*;
- Exhibit P-9:** Copy of the draft Assignment of Claims Agreement between Gourmet du Village (USA) Inc. and Concept Gourmet du Village Inc.

MONTREAL, January 23, 2018



STIKEMAN ELLIOTT LLP

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Montréal, Québec H3B 3V2

Tel : 514-397-6495

Our file : 037569-1012

Attorneys for the Applicant



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Québec
Division No. 18 - Terrebonne
Court No. 700-11-017950-181
Estate No. 41-2336274

In the Matter of the Notice of Intention to make a
proposal of:

Concept Gourmet du Village inc.
Insolvent Person

**DELOITTE RESTRUCTURING INC/RESTRUCTURATION
DELOITT**
Licensed Insolvency Trustee

Date of the Notice of Intention: January 23, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: January 23, 2018, 14:36

E-File/Dépôt Electronique

Official Receiver

Sun Life Building, 1155 Metcalfe Street, Suite 950, Montréal, Québec, Canada, H3B2V6, (877)376-9902

Canada

District of: Quebec
Division No. 18 - Terrebonne
Court No. 700-11
Estate No.

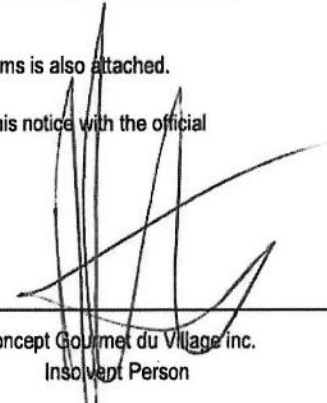
- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the Proposal of
Concept Gourmet du Village Inc.

Take notice that:

1. I, Concept Gourmet du Village inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Restructuration Deloitte Inc. of 1190, avenue des Canadiens-de-Montréal Bur 500, Montréal, QC, H3B 0M7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Montréal in the Province of Quebec, this 22nd day of January 2018.



Concept Gourmet du Village inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Quebec
 Division No. 18 - Terrebonne
 Court No. 700-11
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the Proposal of
 Concept Gourmet du Village Inc.

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
29 FEVRIER	35 RUE DES BORIES MORIN-HEIGHTS QC J0R 1H0		4,143.49
3522920 Canada Inc.	80 Rue Campbell Morin-Heights QC J0R 1H0		450,000.00
A&A CONTRACT CUSTOMS BROKER	120-176TH ST.,SUITE 101 SURREY BC V3Z 9S2		1,171.80
ALIMENTS ED FOODS INC.	6200 TRANS CANADA POINTE CLAIRE QC H9R 1B9		2,939.40
AMEX BANK OF CANADA	P.O. BOX 66007, STB BRN B TORONTO ON M7Y 4K7		68,257.31
ASSOCIATED CREDIT & COLLECTION	4920 DE MAISONNEUVE O. SUITE 201 WESTMOUNT QC H3Z 1N1		265.64
ATELIER INDUSTRIEL ST-JEAN	277 LANGLOIS SAINT-JEAN-SUR-RICHELIEU QC J3B 4S4		9,034.26
AXIA EMBALLAGE	13025 RUE JEAN-GROU MONTREAL QC H1A 3N6		11,461.03
BELLEY INC.	1035 RUE PANNETON SHERBROOKE QC J1K 2B3		5,759.29
BRENTWOOD MARKETING	33 BELVEDERE BLVD. ETOBICOKE ON M8X 1J9		279,900.33
BSA	6005 BOUL COUTURE MONTREAL QC H1P 3E1		5,868.72
CANADA POST CORPORATION	2701 RIVERSIDE DR. OTTAWA ON K1A 1L7		1,691.33
CANPAR PARCEL DELIVERY	201 WESTCREEK BLVD, SUITE 102 BRAMPTON ON L6T 0G8		24,640.19
CHOCOLAT LAMONTAGNE	4045 GARLOCK SHERBROOKE QC J1L 1W9		4,011.48
CLD/MRC des Pays-d'en Haut Shanna Fournier	1014, rue Valquette Ste-Adèle QC J8B 2M3		48,538.00

District of: Quebec
 Division No. 18 - Terrebonne
 Court No. 700-11
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the Proposal of
 Concept Gourmet du Village Inc.

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
COMPASS FOOD SALES COMPANY LTD.	260 INDUSTRIAL PKWY. N. AURORA ON L4G 4C3		264.60
COVERED BRIDGE CHIPS	35 ALWRIGHT COURT WATERVILLE, CARLETON COUNTY NB E7P 0A5		2,071.44
Développement économique du Canada Pierre Sirois	259, boul. Saint-Joseph, #202 Gatineau QC J8Y 6T1		263,606.00
DUROPAC	100 GOYER #103 LA PRAIRIE QC J5R 5G5		2,386.85
EMBALLAGES RICHARDS INC.	1939 ONESIME-GAGNON LACHINE QC H8T 3M5		6,041.65
EQUIPEMENT LOADMASTER LTEE	9440 COTE DE LIESSE LACHINE QC H8T 1A1		3,005.46
ETUDE MAJOR LAZURE, NOTAIRES INC.	56 DE L'EGLISE, P.O. BOX 185 ST-SAUVEUR-DES-MONTS QC J0R 1R0		2,327.57
EXA SYSTEMS INC.	2626 SABOURIN ST-LAURENT QC H4S 1M2		980.53
FASTEX TRANSPORT	2270 43RD AVENUE LACHINE QC H8T 2J8		2,032.82
FCC / FAC Farm Credit Can - All Prov. QC ON - Eng. Special Credit Department	200 - 309 Legget Drive Kanata ON K2K 3A3		557,000.00
FROMM PACKAGING SYSTEMS	15-75 BAYLY ST W. SUITE 360 AJAX ON L1S 7K7		17,362.80
G.E. FORWARDERS LTD.	2797 THAMESGATE DRIVE MISSISSAUGA ON L4T 1G5		1,335.93
GO EXPEDITED	3047 BOUL INDUSTRIEL LAVAL QC H7L 4P8		533.20
IMPRIMERIE A. DUPUIS PRINTING	38 CH. OHIO RD. SHEDIAC NB E4P 2J9		877.78
IMPRIMERIE TRANSONTINENTAL	P.O. BOX 11276 SUCC. CENTRE-VILLE MONTREAL QC H3C 5G9		4,924.27

District of: Quebec
 Division No. 18 - Terrebonne
 Court No. 700-11
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- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the Proposal of
 Concept Gourmet du Village Inc.

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
INTER ACTION TRAVAIL INC.	80 RUE STE-ACATHE STE-AGATHE-DES-MONTS QC J8C 2K1		17,120.38
Investissement Québec Direction des créances spéciales	500 - 413 rue Saint-Jacques Montréal QC H2Y 1N9		251,799.00
J.P. CARTON	3650 BOUL. LOSCH ST-HUBERT QC J3Y 5T6		6,580.72
JE HASSTINGS LIMITED	1810 ROUTE 134, LAKEVILLE WEST MONCTON NB E1H 1A2		14,022.23
JOURNAL ACCESS	727 RUE PRINCIPALE PIEDMONT QC J0R 1K0		1,322.22
JUTEAU RUEL INC.	70 RUE BELANGER ST-JEROME QC J7Z 1A1		788.77
KRAVITZ & KRAVITZ	685 DECARIE BLVD. SUITE 304 ST.LAURENT QC H4L 5G4		959.94
LAKE CITY FOODS	5183 GENERAL ROAD MISSISSAUGA ON L4W 2K4		18,306.00
LAUSERCO INC.	7711 RUE GRENACHE ANJOU QC H1J 1C4		379.43
LES ALIMENTS C.E.L.L. FOODS INC.	21A CHEMIN DE L'AVIATION POINTE CLAIRE QC H9R 4Z2		57,554.77
LES EDITIONS MAIN STREET	P.O. BOX 874 LACHUTE QC J8H 4G5		833.57
LES EMBALLAGES CARROUSEL INC.	1401 RUE AMPERE BOUCHERVILLE QC J4B 5Z5		6,809.87
LES EMBALLAGES MEGA PACKAGING	4370 DES GRANDES PRAIRIES ST-LEONARD QC H1R 1A1		985.02
LES TRANSPORTS INTERNORD	455 LAJEUNESSE OUEST ST-JEROME QC J5L 2P7		5,535.09
LITHO EXPRESS INC.	1120 BEAULAC ST-LAURENT QC H4R 1R7		4,454.45

District of: Quebec
 Division No. 18 - Terrebonne
 Court No. 700-11
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the Proposal of
 Concept Gourmet du Village Inc.

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
LITHOGRAPHIE ANDRE LACHANCE	19 BOUL. J.F. KENNEDY ST-JEROME QC J7Y 4B4		5,921.21
LITH-O-PAK	21500 CLARK GRAHAM BAIE D'URFE QC H9X 4B6		34,998.98
LOGIPAC	1440 RUE KING SHERBROOKE QC J1C 2C2		5,865.44
LOGISTIQUE CANAMEX INC.	1933 LIONEL-BERTRAND BOISBRIAND QC J7H 1N8		6,657.00
LOGISTYX TECHNOLOGIES	6660 FINANCIAL DRIVE, UNIT 1 (2ND FLOOR) MISSISSAUGA ON L5N 7J6		4,446.09
MAVROS FOODS & DISTRIBUTORS INC.	182C. ST HELENS AVENUE TORONTO ON M6H 4A1		873.60
Meridian Credit Union Ltd. Credit Recovery department	75 Corporate Park Dr St Catharines ON L2S 3W3		47,000.00
MIKE TOTT	15 FEUX FOLLETS MORIN-HEIGHTS QC J0R 1H0		11,872.92
MULTI-SERVICES	1875 BOUL INDUSTRIEL MAGOG QC J1X 5N4		16,194.93
NETPAK	9055 IMPASSE DE L'INVENTION MONTREAL QC H1J 3A7		89,041.28
OLYMPIQUE SOLUTIONS INFORMATIQUES	2175 RUE COTE QUEBEC QC G1N 4J1		874.67
PAZAZZ	5584 COTE-DE-LIESSE MONTREAL QC H4P 1A9		10,364.34
PRODUITS GRISSPASTA LTEE	805 GUIMOND LONGUEUIL QC J4G 1M1		454.80
RBC Royal Bank / Banque Royale c/o BankruptcyHighway.com	PO Box 57100 Etobicoke ON M8Y 3Y2		500,000.00
RCI ENVIRONNEMENT INC.	9501 BOUL RAY LAWSON ANJOU QC H1J 1L4		1,240.28

District of: Quebec
 Division No. 18 - Terrebonne
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- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the Proposal of
 Concept Gourmet du Village Inc.

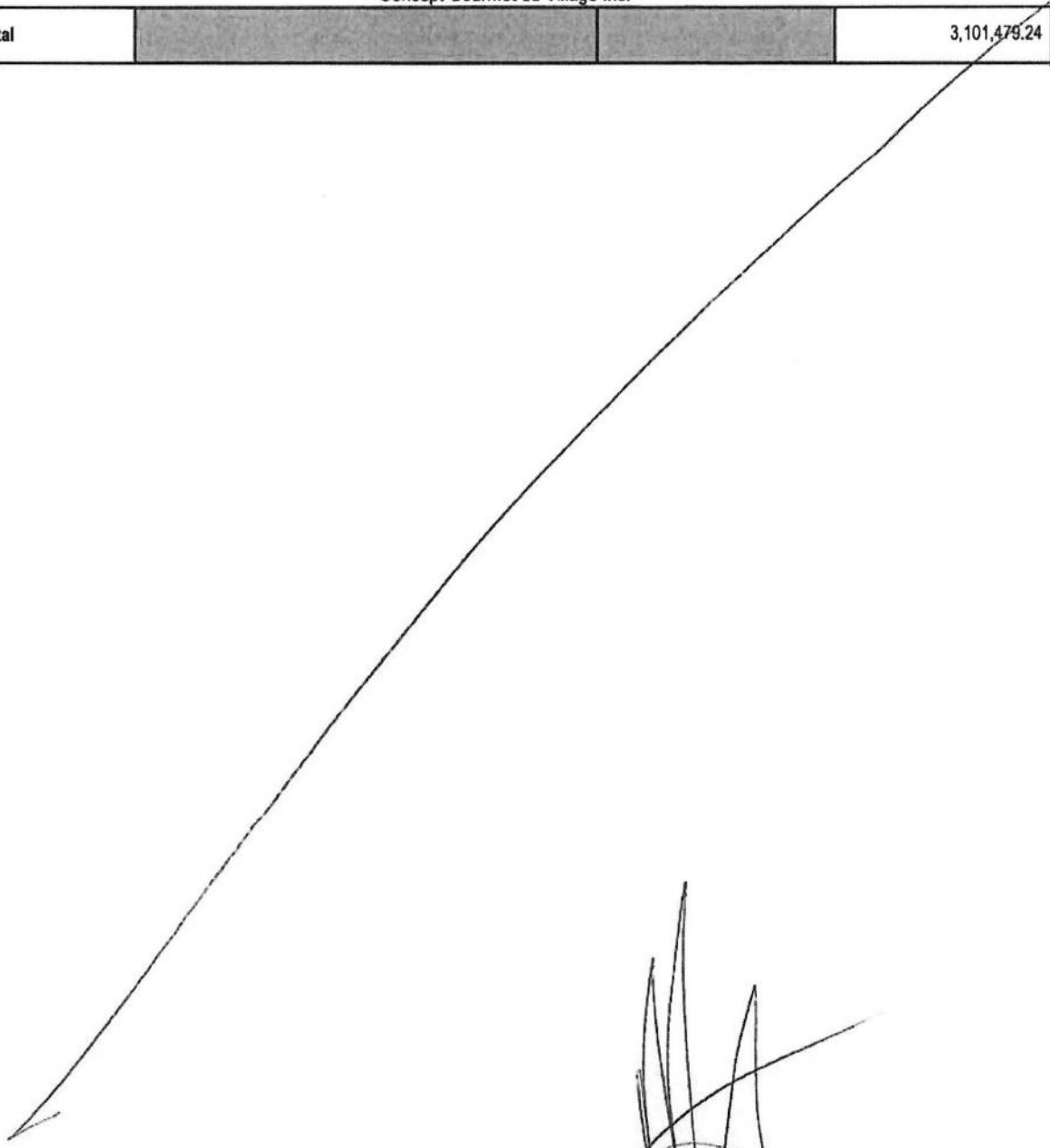
List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
ROGERS	CP 11442 MONTREAL QC H3C 5J2		258.70
ROYAL BANK OF CANADA	1 PLACE VILLE MARIE-M1, PO BOX 6001, STATION CENTRE VILLE MONTREAL QC H3C 3A9		517.39
ROYAL BANK VISA	P.O. BOX 4016, STATION A TORONTO ON M5W 2E6		7,259.16
SALBRO BOTTLE INC.	350 VAUGHAN VALLEY BLVD. WOODBIDGE ON L4H 3C3		1,761.51
SELECT FOOD PRODUCTS LTD.	120 SUNRISE AVENUE TORONTO ON M4A 1B4		21,709.15
SENTON INCORPORATED	1669 OXFORD STREET EAST LONDON ON N5V 2Z5		12,651.66
Société d'Assurance-dépôts du Canada Johanne Brassard	1332, boul. Ste-Adèle Ste-Adèle QC J8B 2N5		87,344.00
STIKEMAN, ELLIOTT	1155 BLVD RENE LEVESQUE OUEST, 40EME ETAGE MONTREAL QC H3B 3V2		36,385.95
SYNERION NORTH AMERICA INC.	7420 AIRPORT ROAD, SUITE 101 MISSISSAUGA ON L4T 4E5		673.95
TECSYS INC. (SMB GROUP)	15 ALLSTATE PARKWAY SUITE 501 MARKHAM ON L3R 5B4		9,642.76
TEMKIN CANADA INC.	PO BOX 7009, 31 ADELAIDE STREET EAST TORONTO ON M5C 3E8		1,345.86
TIDEWATER GROUP INC.	4019 BISHOP COURT WILMINGTON NC 28412 USA		5,000.00
TRANSPORT ECONONORD	851 ROLAND GODARD BOUL ST-JEROME QC J7Y 4C2		5,434.14
ULINE	60 HEREFORD STREET BRAMPTON ON L6Y 0N3		2,863.04
UPS-SUPPLY CHAIN SOLUTIONS	P.O. BOX 689, STATION ST LAURENT ST-LAURENT QC H4L 4V9		2,941.80

District of: Quebec
Division No. 18 - Terrebonne
Court No. 700-11
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- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the Proposal of
Concept Gourmet du Village Inc.

Total			3,101,479.24
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Concept Gourmet du Village inc.
Insolvent Person

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF TERREBONNE
No.

DATE: January 25, 2018

PRESIDING :

IN THE MATTER OF THE NOTICES OF INTENTION OF:

CONCEPT GOURMET DU VILLAGE INC.

Debtor/Applicant

-and-

DELOITTE RESTRUCTURING INC.

Trustee

-and-

GOURMET DU VILLAGE (USA) INC.

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Impleaded Parties

APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Application for the Issuance of an Approval and Vesting Order* (the "**Application**") filed by the Debtor/Applicant, Concept Gourmet du Village Inc. (the "**Debtor**"), the affidavit and the exhibits filed in support thereof, as well as the Report of the Trustee dated January 23, 2018 (the "**Report**");
- [2] **SEEING** the notification of the Application;
- [3] **SEEING** the submissions of all the parties present at the hearing on the Application;

- [4] **SEEING** that it is appropriate to issue an order approving the sale and other transactions (collectively, the "**Transaction**") contemplated by the Offer (the "**Offer**") entered into by and between Debtor, as vendor (the "**Vendor**"), and MSRF Inc. ("**MSRF**"), as purchaser, a copy of which was filed, *under seal*, as Exhibit P-3 to the Application, and vesting in MSRF or in a legal entity to be designated by MSRF (the "**Purchaser**") the assets described in the Offer as detailed in **Schedule "A"** annexed to this Order (the "**Purchased Assets**");

WHEREFORE THE COURT:

- [5] **GRANTS** the Application;

SERVICE

- [6] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further notification/service thereof;
- [7] **PERMITS** notification of this Order at any time and place and by any means whatsoever;

SALE APPROVAL

- [8] **ORDERS AND DECLARES** that the Transaction, as well as the assignment of claims which is to occur between Gourmet du Village (USA) Inc. and the Vendor prior to the closing of the Transaction pursuant to the draft Assignment of Claims Agreement filed as Exhibit P-7 to the Application, are valid and hereby approved, and the execution of the Offer by the Vendor is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed by the Vendor and the Purchaser;

EXECUTION OF DOCUMENTATION

- [9] **AUTHORIZES** the Vendor and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Offer (Exhibit P-3) and any other ancillary document which could be required or useful to give full and complete effect thereto, including the execution of the Assignment of Claims Agreement filed as Exhibit P-9 to the Application, subject to non-substantial modifications, changes, amendments, deletions or additions thereto as may be agreed by Vendor and Purchaser and to execute all other agreements, contracts, deeds or other documents and do all other things necessary to give full and complete effect to the Transaction;

AUTHORIZATION

- [10] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendor to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith;

VESTING OF PURCHASED ASSETS

- [11] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Purchased Assets, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property, excluding however, the permitted encumbrances and restrictive covenants listed on **Schedule "C"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate;
- [12] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*;
- [13] **ORDERS** and **DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof;

CANCELLATION OF SECURITY REGISTRATIONS

- [14] **ORDERS** the Registrar of the Quebec Personal and Movable Real Rights, upon presentation of the required form with a true copy of this Order and the Certificate, to radiate and discharge all rights registered as against the Purchased Assets, including the following registrations, in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations:

Deed	Number	Date	Secured Party
Hypothec	08-0032931-0005	January 21, 2008	Banque Royale du Canada
Amendment to Hypothec	11-0389832-0002	May 27, 2011	Banque Royale du Canada
Hypothec	09-0382718-0001	June 26, 2009	Financement Agricole Canada

Conservation of Hypothec	11-0428760-0001	June 9, 2011	Financement Agricole Canada
Renewal of Hypothec	14-0456112-0001	May 23, 2014	Financement Agricole Canada
Hypothec	10-0331815-0001	May 25, 2010	Investissement Québec
Hypothec	11-0854189-0004	November 4, 2011	Banque Royale du Canada
Assignment of Rank	11-0885510-0003	November 16, 2011	Banque Royale du Canada
Hypothec	16-0519260-0036	June 1, 2016	Meridian Onecap Credit Corp.
Assignment of a universality of claims and rights	16-101-8892-0001	October 18, 2016	Meridian Onecap Limited Partnership

NET PROCEEDS

- [15] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall be remitted to the Trustee and shall be distributed in accordance with applicable legislation;
- [16] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Offer) by the Purchaser, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds as allocated by the Purchaser in the Offer with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

VALIDITY OF THE TRANSACTION

- [17] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;
 - (ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”) and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Offer pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be

a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendor, the Purchaser or the Trustee;

LIMITATION OF LIABILITY

- [18] **DECLARES** that nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
- [19] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

ADMINISTRATION CHARGE

- [20] **ORDERS** that Applicant shall pay the reasonable fees and disbursements of the Trustee, the Trustee's legal counsels, if any, the Applicant's legal counsels and other advisors, directly related to the Sale Process (as defined in the Application), the Transaction, these proceedings and the Applicant's restructuring, as applicable, whether incurred before or after this Order, and shall provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
- [21] **DECLARES** that the Trustee, the Trustee's legal counsels, if any, the Applicant's legal counsels and the Trustee's and the Applicant's respective advisors, as security for the professional fees and disbursements incurred both before and after the issuance of this Order and directly related to the Sale Process (as defined in the Application), the Transaction, these proceedings and the Applicant's insolvency proceedings, as applicable, be entitled to the benefit of and are hereby granted a charge and security in the assets of the Applicant, including the Purchased Assets (or the proceeds resulting from the sale thereof in accordance with this Order) to the extent of the aggregate amount of \$50,000 (the "**Administration Charge**").
- [22] **DECLARES** that the Administration Charge shall attach, as of the date of this Order, to all present and future assets of the Applicant, including the Purchased Assets (or the proceeds resulting from the sale thereof in accordance with this Order), notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent. The Administration Charge shall rank in priority to any and all Encumbrances and that the Applicant shall not grant any Encumbrances in or against any of its assets, including the Purchased Assets (or the proceeds resulting from the sale thereof in accordance with this Order), that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant obtains the prior written consent of the Trustee and the prior approval of the Court.
- [23] **DECLARES** that the Administration Charge and the rights and remedies of the beneficiaries of such Charge, as applicable, shall be valid and enforceable as against

all assets of the Applicant, including the Purchased Assets (or the proceeds resulting from the sale thereof in accordance with this Order), and against all persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Applicant, for all purposes, and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Applicant or any receiving order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Applicant; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Applicant (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (i) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Third Party Agreement to which it is a party; and
- (ii) any of the beneficiaries of the Administration Charge shall have no liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the Administration Charge; and
- (iii) the granting of the Administration Charge, do not and will not constitute a settlement, a fraudulent preference, a fraudulent conveyance or any other challengeable or reviewable transaction or conduct meriting an oppression remedy under any applicable law.

GENERAL

- [24] **ORDERS** that the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;
- [25] **ORDERS** that the Exhibits P-3, P-6, P-7 and P-8, as well as the confidential annexes to the Report, be kept confidential and under seal until the earlier of (a) seventy-five (75) days after the closing of the Transaction; or (b) further order of this Court;
- [26] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [27] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [28] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE WITHOUT COSTS.



SCHEDULE "A"
"PURCHASED ASSETS"

All assets of Concept Gourmet du Village Inc., including, without limitation, the assets described below :

Account Receivable

- all accounts receivable with third parties of whatsoever nature, kind or description (the "**Accounts Receivable**") including, without limiting the generality, of the foregoing all accounts receivables of Gourmet du Village (USA) Inc., which have been assigned to Concept Gourmet du Village Inc. in accordance with this Order;

Inventory

- all inventories, finished goods, goods-in-transit, work-in-progress, raw materials, operating supplies, shipping supplies, maintenance items and advertising materials, in each case on hand, in transit, ordered but not delivered, warehoused or wherever situated;

Capital assets

- all machinery, spare parts, tools, test equipment, computers, furniture and leasehold improvements;

Other assets

- all prepaid expenses incurred in the ordinary course of business;
- copies books and records, files and documentation, in whatever form;
- all written and oral contracts, agreements, commitments and orders in favour of the Concept Gourmet du Village Inc., except for real property leases, insurance policies, and such other agreements which do not have a material impact on the Business;
- the list of all customers and suppliers;
- all of the goodwill in any form; and
- all intellectual property rights of any form or nature, including, without limitation, trademarks, trade dress, trade names, telephone numbers, domain names and web sites related to Concept Gourmet du Village Inc. and/or the Business. For greater certainty, such trademarks shall include the following: "Snowman Poop", "Gourmet du Village", "Reindeer Noses" and "Naughty or Nice".

The Purchased Assets shall not include:

- Cash and Cash Equivalents: All cash on hand, cash equivalents and bank deposits (other than prepaid expenses and Accounts Receivable);
- Amounts owed by the Tax authorities: All amounts that may be due to the Debtor from Canada Revenue Agency, Revenu Québec or any other tax authority;
- Equity: any shares or other equity or debt securities or other interest in any Person;
- All immovable property, if any.

SCHEDULE "B"
DRAFT CERTIFICATE OF THE TRUSTEE

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF TERREBONNE

SUPERIOR COURT
Commercial Division

No.

IN THE MATTER OF THE NOTICES OF
INTENTION TO MAKE A PROPOSAL OF:

CONCEPT GOURMET DU VILLAGE INC.

Applicant

-and-

DELOITTE INC.

Trustee

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL MOVABLE REAL RIGHTS

Impleaded Party

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on January 25, 2018, the Applicant, Concept Gourmet du Village Inc. (the "**Debtor**"), filed a *Notice of Intention to Make a Proposal* (the "**NOIs**"), pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**");

WHEREAS pursuant to the terms of the NOIs, Deloitte Restructuring Inc., was named Trustee in respect of the Debtor; and

WHEREAS on January 25, 2018, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution of an Offer to Purchase dated December

15, 2017 (the "**Offer**") by and between the Debtor, as vendor (the "**Vendor**") and MSRF Inc. ("**MSRF**"), as purchaser (the "**Purchaser**"), as well as all the transactions contemplated therein (the "**Transaction**"), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to by the parties, and vesting in MSRF or in a legal entity to be designated by MSRF (the "**Purchaser**") the assets described in the Offer as detailed in **Schedule "A"** annexed to the Vesting Order (the "**Purchased Assets**");

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Trustee once the (a) the Purchase Price (as defined in the Offer) has been paid by the Purchaser; and (b) all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE TRUSTEE CERTIFIES THE FOLLOWING:

- (a) the Transaction has been executed;
- (b) the Purchase Price (as defined in the Offer) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustee at _____ on _____ **2018**.

DELOITTE RESTRUCTURING INC. in its capacity as
Trustee, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "C"
PERMITTED ENCUMBRANCES

NIL.



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2018-01-19 16:25:13

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1143096429
Nom	CONCEPT GOURMET DU VILLAGE INC.

Adresse du domicile

Adresse	539 ch. du Village Morin-Heights (Québec) J0R1H0 Canada
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Adresse du domicile élu

Adresse	Aucune adresse
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Immatriculation

Date d'immatriculation	1995-03-01
Statut	Immatriculée
Date de mise à jour du statut	1995-03-01
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1984-08-01 Constitution
Régime constitutif	CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44

Régime courant

CANADA: Loi canadienne sur les sociétés par actions,
L.R.C. (1985), c. C-44

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2018-01-10
Date de la dernière déclaration de mise à jour annuelle	2018-01-10 2017
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2018	2019-07-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2017	2018-07-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	1099
Activité	Autres industries de produits alimentaires
Précisions (facultatives)	MANUFACTURIER D'ÉPICERIE FINE

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 26 à 49

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**Actionnaires****Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom	3522920 CANADA INC.
Adresse	5929, JEANNE D'ARC UNIT 138 L GLOUCESTER ON K1C7K2

Deuxième actionnaire

Nom de famille	TOTT
Prénom	MICHAEL A.
Adresse	15 rue des Feux-Follets Morin-Heights (Québec) J0R1H0 Canada

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom	TOTT, MIKE
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Président, Secrétaire
Adresse	15 rue des Feux-Follets Morin-Heights (Québec) J0R1H0 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2018-01-10
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2017-01-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2016-01-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2015-01-08
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2014-01-14
Déclaration de mise à jour courante	2013-12-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2013-01-09
Déclaration de mise à jour courante	2012-10-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2012-01-06
Déclaration de mise à jour courante	2011-05-12
État et déclaration de renseignements 2010	2011-01-06
Déclaration modificative	2010-12-21
État et déclaration de renseignements 2009	2010-12-20
Déclaration annuelle 2008	2009-11-16
Avis de défaut	2009-10-05
État et déclaration de renseignements 2007	2008-10-09
État et déclaration de renseignements 2006	2008-10-09
Avis de défaut	2008-09-08
Déclaration annuelle 2005	2005-12-14
Déclaration annuelle 2004	2004-11-05
Déclaration annuelle 2003	2003-10-23
Déclaration annuelle 2002	2002-10-31
Déclaration annuelle 2001	2001-10-11
Modification correction / Acte de régularisation	2001-05-07
Déclaration annuelle 2000	2000-11-14
Déclaration annuelle 1999	1999-10-21
Déclaration annuelle 1998	1999-03-12
Déclaration annuelle 1997	1997-12-23
Déclaration annuelle 1996	1997-04-22
Déclaration annuelle 1995	1995-11-30
Déclaration modificative	1995-08-04
Déclaration d'immatriculation	1995-03-01

Index des noms

Date de mise à jour de l'index des noms 2012-10-04

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CONCEPT GOURMET DU VILLAGE INC.		2011-05-12		En vigueur
CONCEPT MIKE & LINDA TOTT INC.		1984-08-01	2011-05-12	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CANADIAN HERB & SPICE COMPANY		1995-03-01		En vigueur
COMPAGNIE DES ÉPICES DU CANADA		1995-03-01		En vigueur
GOURMET DU VILLAGE		2012-10-04		En vigueur
GOURMET DU VILLAGE MORIN HEIGHTS T.M.		1995-03-01		En vigueur
GOURMET VILLAGE		2012-10-04		En vigueur
LES BREUVAGES "T" ENR.		1995-03-01		En vigueur
POT POURRI VILLAGE MORIN HEIGHTS ENR.		1995-03-01		En vigueur
SAVILLE & BRETT ENR.		1995-03-01		En vigueur
BONBONS & BISCUITS ENR.		1995-03-01	2000-11-14	Antérieur
DISTRIBUTION DU VILLAGE MORIN HEIGHTS ENR.		1995-03-01	2000-11-14	Antérieur



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Date, heure, minute de certification : **2018-01-22 10:29**

Critère de recherche Nom d'organisme : **CONCEPT GOURMET DU VILLAGE INC.**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 16-0519260-0036	2016-06-01	14:54
	Assignment of a universality of claims and rights 16-1018892-0001	2016-10-18	10:36
002	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE 15-1252131-0035	2015-12-31	09:00
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 11-0854189-0004	2011-11-04	14:59
	Cession de rang 11-0885510-0003	2011-11-16	09:11
004	Conservation d'hypothèque 11-0428760-0001	2011-06-09	09:52
005	Modification d'un droit publié 11-0389832-0002	2011-05-27	14:56

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Noms présentant des similarités (2)

Nom	Code postal	Nombre de fiches détaillées
 LE GOURMET	H7V 4C6	
 LE GOURMET	J2L 2W1	

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : **CONCEPT GOURMET DU VILLAGE INC.**

Critère de sélection Nom d'organisme :
CONCEPT GOURMET DU VILLAGE INC
Code Postal :
JOR1H0

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 16-0519260-0036	2016-06-01	14:54
	Assignment of a universality of claims and rights 16-1018892-0001	2016-10-18	10:36
002	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE 15-1252131-0035	2015-12-31	09:00
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 11-0854189-0004	2011-11-04	14:59
	Cession de rang 11-0885510-0003	2011-11-16	09:11
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005	Modification d'un droit publié 11-0389832-0002	2011-05-27	14:56

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 001 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0519260-0036	2016-06-01 14:54	2021-06-01

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

MERIDIAN ONECAP CREDIT CORP.

Suite 1500, 4710 Kingsway, Burnaby, BC

V5H 4M2

Constituant

CONCEPT GOURMET DU VILLAGE INC.

539, Chemin du Village, Morin-Heights, QC

J0R 1H0

BIENS

SERVER(S), TOGETHER WITH ALL ADDITIONS, UPGRADES, COMPONENTS, REPLACEMENTS, ACCESSIONS AND EQUIPMENT NOW OR HEREAFTER ATTACHED THERETO OR FORMING PART THEREOF AND INCLUDING ALL PROCEEDS THEREFROM AND ALL RIGHTS, LICENSES (INCLUDING SOFTWARE LICENSES), INFORMATION, RECORDS, SERVICE OR MAINTENANCE AGREEMENTS, GUARANTEES AND WARRANTIES IN RESPECT OF OR RELATED TO SUCH EQUIPMENT

MENTIONS

Somme de l'hypothèque

73,926.63

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-06-01

Lieu : PROVINCE DE QUEBEC

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-1018892-0001	2016-10-18 10:36

Assignment of a universality of claims and rights

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 001 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
16-1018892-0001	2016-10-18 10:36

Assignment of a universality of claims and rights

PARTIES

Assignor

MERIDIAN ONECAP CREDIT CORP.
3300 Bloor Street West, Suite 2700, Toronto, Ontario M8X 2X3

Assignee

MERIDIAN ONECAP LIMITED PARTNERSHIP
3300 Bloor Street West, Suite 2700, Toronto, Ontario M8X 2X3

BIENS

Meridian Onecap Credit Corp. (the "Seller") has sold, assigned, transferred and conveyed to Meridian Onecap Limited Partnership (the "Limited Partnership") all of its rights, title and interest, on October 14, 2016 (the "Transaction Date"), in and to the universality of all present and future claims and receivables arising under all Leases and Loans, the obligations in respect of which are owing by any Quebec Obligor, which Leases and Loans are owned by the Seller on the Transaction Date and were originated between December 1, 2009 and September 27, 2016 save and except for the Leases and Loans listed below under the heading "List of excluded Leases and Loans", together with all Related Rights and Equipment related thereto (collectively, the "Quebec Assets").

Definitions:

"Affiliate" means, in respect of any Person, any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For the purposes of this definition, a Person will be deemed to be "controlled by" another Person if such other Person possesses directly, or indirectly, power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Cut-Off Date" means September 30, 2016.

"Equipment" means the equipment or other personal property forming the subject matter of a Loan or a Lease, and includes all replacements, substitutions and additions of or to such equipment or other personal property and all parts, attachments and accessories attached thereto.

"ETA" means Part IX of the Excise Tax Act (Canada).

"GST" means (a) all goods and services tax payable under the ETA, (b) all harmonized sales tax payable under the ETA in any province of Canada, and (c) all QST payable under the QSTA.

"Insurance Policies" means any residual value, comprehensive,

collision, fire, theft, liability (including public liability and product liability), loss or physical damage, all-risk property coverage, credit or other insurance policies, and all rights thereunder, which are maintained by the Seller, any Obligor or any of their respective Affiliates, in each case, to the extent such policy or program covers or applies to any Purchased Interests or the ability of any related Obligor to make any required payment under any such Obligation or with respect to any Related Property, and any contingent or excess liability insurance policy or program maintained by or on behalf of the Seller with respect thereto.

"Lease" means a written lease or leasing agreement (or, as the context requires, the lease or leasing evidenced by any such agreement) between a Lessor and any other Person, as lessee, providing for the leasing by the Lessor of Equipment to such other Person and, in the case of a Master Lease Agreement, consisting of an acknowledgement, lease schedule, supplement or new unit notice delivered by such other Person under such Master Lease Agreement pursuant to which such other Person is required to pay rent in the amount and on the terms set out in such acknowledgement, lease schedule, supplement or new unit notice and subject to the related terms of such Master Lease Agreement.

"Lender" means, in respect of a Loan, the lender under the Loan, and includes the seller under a Loan that is a conditional sale contract and any assignee of such lender or seller, as the case may be.

"Lessee" means, in respect of a Lease, the lessee under the Lease.

"Lessor" means, in respect of a Lease, the lessor under the Lease, and includes any assignee of such lessor.

"Loan" means a written agreement or combination of agreements or portions thereof evidencing indebtedness of a Person to a Lender secured by Equipment, and includes a conditional sale contract, or, as the context requires, the loan or conditional sale evidenced by any such agreement or contract.

"Master Lease Agreement" means a master lease agreement between a Lessor and a Lessee under the terms of which individual items of Equipment may be leased from time to time on the terms set out in a related Lease.

"Obligation" means a Lease or a Loan.

"Obligor" means a Person obligated to make payments pursuant to an Obligation, including, where the context permits or requires, any Person obligated to make such payments pursuant to any instrument or agreement referred to in clause (d) of the definition of Related Rights.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, association, unincorporated organization, syndicate, bank, trust, government or any department or agency thereof, or any other entity whether acting as an individual, fiduciary or in any other capacity.

"PST" means all retail sales, use, social services and similar taxes, but excluding any GST.

"Purchased Assets" means, in respect of the Transaction Date, (a) all of the Seller's right, title and interest in and to the related Purchased Loans and the Related Rights with respect thereto, and (b) all of the Seller's beneficial right, title and interest in and to the

Purchased Equipment, together with all of the Seller's right, title and interest in, to and under the related Leases and Related Rights with respect thereto.

"Purchased Equipment" means, in respect of the Transaction Date, the Equipment subject to the Leases described as part of the universality of claims assigned to the Limited Partnership and forming part of the Quebec Assets.

"Purchased Interests" means, in respect of the Transaction Date, (a) the related Purchased Assets, and (b) an amount of cash equal (without duplication) to (i) all payments under any of the Loans or Leases forming part of such Purchased Assets relating to the period from and including the applicable Cut-Off Date until the Transaction Date (but excluding any GST and PST paid in respect of such period), and (ii) all cash proceeds received by the Lender or Lessor during the period from and including such Cut-Off Date until the Transaction Date (other than amounts on account of GST and PST) from or in connection with the related Purchased Assets, including all such cash proceeds received from or in connection with the disposition of the Related Property, the disposition of the related Lease or Purchased Loan or the Related Rights, or from insurance proceeds in respect of such Related Property, less (without duplication) all out of pocket costs and expenses incurred with respect to the enforcement of rights in respect of such Related Property or otherwise incurred in respect of such disposition (including the repossession, storage, repair, maintenance, advertisement, remarketing, insuring, protection and/or refurbishing of such Related Property) or the collection of such insurance proceeds incurred by or on behalf of the Seller, and excluding any amounts required to be paid or remitted to the Obligor or any other Person in accordance with applicable law or the terms of the applicable Loan or Lease.

"Purchased Loan" means, in respect of the Transaction Date, each Loan described as part of the universality of claims assigned to the Limited Partnership and forming part of the Quebec Assets.

"QST" means the Quebec sales tax imposed pursuant to the QSTA.

"QSTA" means An Act respecting the Quebec sales tax (Quebec).

"Quebec Obligor" means an Obligor whose address as indicated in the related Loan or Lease is located in the Province of Quebec or an Obligor in respect of which payments owing under the related Loan or Lease are made to a location or an account located in the Province of Quebec.

"Records" means all contracts, books, records and other documents and information (including computer programs and data processing software) maintained by or on behalf of the Lender or Lessor evidencing or otherwise relating to the Obligations or to Related Property.

"Related Property" means in respect of (a) a Loan, the Equipment constituting the collateral therefor, and (b) a Lease, the Equipment that is the subject matter of such Lease.

"Related Rights" means, in respect of any Obligation or the Related Property, the following:

(a) all rights and benefits of the Seller under such Obligation following the Cut-Off Date, including:

(i) all amounts paid and payable under such Obligation after the

Cut-Off Date (whether on account of rent, instalment payments, reserve for depreciation, interest or management fee and including any GST and PST payable thereunder), but excluding (A) any amounts that indemnify against liability to others, (B) any rent, instalment payments or other amounts (including any GST and PST) payable under such Obligation prior to the Cut-Off Date, and (C) any payments or other amounts (including any GST and PST) specified as being excluded for the period from and including the Cut-Off Date until the Transaction Date in the definition of "Purchased Interests" hereunder;

(ii) all payments made on account of any loss of or damage to such Related Property, excess wear and tear thereon or excess use thereof;

(iii) all prepayments made under such Obligation after the Cut-Off Date, and any prepayment fees or penalties payable in connection therewith;

(iv) all payments owing under such Obligation as a result of the early termination of such Obligation after the Cut-Off Date;

(v) the benefit of all other covenants under such Obligation with respect to such Related Property by the related Obligor, including all indemnities and covenants with respect to maintenance and repair, use and insurance obligations, except to the extent that the same indemnify against liability to others; and

(vi) the right of the Seller to ask for, demand, sue for, collect, receive and enforce any and all such sums payable under such Obligation in respect of such Related Property and to enforce all other covenants, obligations, rights and remedies thereunder with respect thereto, except to the extent that such rights indemnify against liability to others;

(b) all rights of the Seller in or to payments (including both proceeds and premium refunds) under any related Insurance Policies (to the extent the same indemnify for loss or damage to such Related Property), except to the extent that the same indemnify against liability to others;

(c) all claims, demands and actions of, and all damages and indemnities owing to, the Seller with respect to any manufacturers' or sellers' warranties relating to such Related Property, except to the extent that the same indemnify against liability to others;

(d) all guarantees, indemnities (except to the extent that the same indemnify against liability to others), vendor support agreements or arrangements, letters of credit and all other agreements or arrangements of whatsoever character from time to time supporting or securing payment or performance of the related Obligor's obligations in respect of such Obligation, whether pursuant to such Obligation or otherwise;

(e) the security interest of the Seller (including any hypothec, rights under a lease, rights of ownership or any title retention) in such Related Property and in any other assets mortgaged, pledged, assigned or otherwise encumbered by the related Obligor in respect of amounts payable under such Obligation, and all financing statements and similar registrations and notices covering any collateral subject to the aforementioned security interests;

(f) all Records of the Seller pertaining to such Obligation, including the Loan or Lease itself, and the Related Property; and

(g) all proceeds of or relating to the foregoing, including any payment respecting indemnity or compensation for loss of or damage to any of the foregoing.

List of excluded Leases and Loans:

Seller's Account Number

345897
351739
357018
358289
360365
368461
368726
370818
375988
381659
389561
304583
312305
316660
317078
319275
319321
321959
327153
327461
328335
328546
329379
330324
332751
332766
332947
333524
335984
336695
337187
341034
341327
342042
343834
344533
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344983
346654
346883
347372
347854
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349331
349660
342805
350053
350054
350305
350927
351349
352405
352453

352895
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356258
356295
356544
357893
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359212
359561
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367887
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378756
379668
380100
380529
380672
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382092
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383954
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385690
385850
385972

386633
386706
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390887
392207
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393799
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394577
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397340
399995
356919
377871
378152
382240
369963
321323
328793
333156
334591
344781
345238
346989
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373186
374349
387497
388578
389064
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391830
394227
398238
401608
406438
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318429
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344678
355283
362155
383190

399375
377399
318109
326062
326517
327271
329725
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332601
334474
335148
339299
339793
342629
342630
342632
342875
346465
350293
353484
358387
359324
361600
367593
373012
373468
378608
378899
383446
383516
389601
390593
391371
391831
392540
393620
400779
401616
402896
403431
406230
408625
326325
334214
343571
354419
359503
365992
370849
392177
397825
399472
309060
338754
342666
348474
349824
364589
371308

371960
374747
377909
382076
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388289
389880
390543
394361
394993
397134
397408
398251
401174
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405145
405450
405840
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408743
410217
409991
412605
413039
413300
413412
407039
409225
409899
410286
411015
411240
411551
411564
411623
411696
411796
411842
411899
411972
412035
412043
412428
412432
412499
412526
412559
412598
412651
412681
412725
412766
412777
412778
412860
412976
413015
413093
413095
413109

413213
413251
413290
413389
413472
413506
413512
413663
337236
341892
343538
347717
356290
357004
359578
367759
379495
403100
403134
403217
303188
304440
304580
317470
317678
317682
317690
318409
318573
321711
321737
322972
325617
325752
325805
325807
325825
325913
326028
326030
326226
326273
327308
327387
327453
330083
342082
342803
354422
355296
359760
360124
360634
371931
375446
378489
394906
313274
337710
190191

300506
313743
314030
317540
317951
318295
318500
318900
319842
319843
319969
320148
320221
320641
320793
321024
321163
321228
321453
321739
322214
322239
322342
322518
322772
322943
323159
324152
324437
324602
324735
325043
325078
325176
325204
325492
325682
321057
332090
334976
335111
336184
338231
341006
341717
349341
354011
357636
357842
358679
359865
375002
375436
384559
145018
412051
412263
412059
405667
346297

337017
360198
368898
370734
399255
405074
405418
406013
395687
327633
324166
324238
367639
368845
366616
366614
400907
401966

MENTIONS

Référence à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées,
* leur numéro n'est pas affiché.
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition
* d'inscription, communiquer par téléphone avec le Bureau de la
* publicité des droits personnels et réels mobiliers :
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou
* 1 800 465-4949 (sans frais).
*

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-10-14
Lieu : Toronto

Autres mentions :

Meridian Onecap Limited Partnership is a limited partnership
constituted in virtue of the laws of the province of Ontario.

The registration numbers referred to under the heading "Référence à
l'inscription visée au Registre des droits personnels et réels
mobiliers" form part of the Quebec Assets assigned.

Le numéro 14-0390004-0005 est inexistant ou correspond à une inscription
radiée ou périmée. Conséquemment, la référence a été supprimée.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées, la radiation de ces
* inscriptions ne sera pas affichée dans le champ «Remarques».
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition
* d'inscription, communiquer par téléphone avec le Bureau de la
*

* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
* *

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-1252131-0035	2015-12-31 09:00	2022-12-29
RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE		

PARTIES

Vendeur

NC AUTOMOBILE

3295 CHEMIN GASCON, MASCOUCHE, QC

J7L 3X6

Cessionnaire

BANQUE ROYALE DU CANADA

4010 TUPPER STREET 2ND FLOOR, MONTREAL, QC

H3Z 2Y3

Acheteur

CONCEPT GOURMET DU VILLAGE INC

539 RUE VILLAGE, MORIN HEIGHTS, QC

J0R 1H0

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 1C4RJFBG1FC710419	2015	Jeep Grand Cherokee

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-12-17

Lieu : MASCOUCHE, QC

La cession vise tous les droits

Autres mentions :

REF: (20489093001 / PQORB1F591770-1 / 9687696)

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 003 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0854189-0004	2011-11-04 14:59	2021-11-03

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

BANQUE ROYALE DU CANADA
1 PLACE VILLE-MARIE, 12E ETAGE, AILE EST, MONTREAL, QC H3C 3A9

Constituant

CONCEPT GOURMET DU VILLAGE INC.
539 VILLAGE STREET MORIN HEIGHTS QC J0R 1H0

BIENS

THE HYPOTHEC CHARGES ALL PRESENT AND FUTURE PROPERTY INCLUDED IN THE UNIVERSALITY DESCRIBED HEREINBELOW :

ALL MOVABLE PROPERTY PRESENT AND FUTURE, CORPOREAL AND INCORPOREAL OF THE GRANTOR, INCLUDING ALL MOVABLE PROPERTY ACQUIRED IN REPLACEMENT THEREOF OR OTHERWISE.

THE HYPOTHEC ALSO CHARGES THE FOLLOWING PRESENT AND FUTURE PROPERTY, RELATING TO THE ABOVE-DESCRIBED HYPOTHECATED PROPERTY: THE PRODUCTS AND CLAIMS RESULTING FROM THEIR SALE OR RENTAL;
THE FRUITS AND REVENUES THEY MIGHT PRODUCE, INCLUDING ALL INSURANCES OR EXPROPRIATION INDEMNITIES;
THE RIGHTS, TITLES AND DOCUMENTS, OF WHATEVER FORM OR NATURE, PERTAINING THERETO;
THE PROPERTY (INCLUDING MONEY) OBTAINED AS A RESULT OF ANY REPLACEMENT, RENEWAL, SUBSTITUTION, ADDITION OR TRANSFORMATION OF SUCH PROPERTY.

MENTIONS

Somme de l'hypothèque

\$3,450,000.00
PRIME RATE +5.000%

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2011-11-03
Lieu : MORIN HEIGHTS, QC

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
11-0885510-0003	2011-11-16 09:11

Cession de rang

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 003 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
11-0885510-0003	2011-11-16 09:11

Cession de rang

PARTIES

Cessionnaire

BANQUE ROYALE DU CANADA
1 PLACE VILLE-MARIE, 12E ETAGE, AILE EST, MONTREAL, QC H3C 3A9

Cédant

INVESTISSEMENT QUEBEC
413 SAINT-JACQUES, SUITE 500, MONTREAL QC H2Y 1N9

Constituant

CONCEPT GOURMET DU VILLAGE INC.
539 RUE VILLAGE, MORIN HEIGHTS, QC J0R 1H0

BIENS

Cession de priorité de rang limitée à tous les inventaires présents et futurs et tous les comptes clients présents et futurs provenant des opérations courantes.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0854189-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0331815-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2011-11-10
Lieu : LAVAL

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 004 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
11-0428760-0001	2011-06-09 09:52

Conservation d'hypothèque

PARTIES

Titulaire

FINANCEMENT AGRICOLE CANADA
1133, BOUL ST-GEORGE, BUREAU 200, MONCTON, NB E1E 4E1

Constituant

3522920 CANADA INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON K1C 7K2

Constituant

CONCEPT MIKE & LINDA TOTT INC.
539, DU VILLAGE, MORIN-HEIGHTS, QC J0R 1H0

Acquéreur

3522920 CANADA INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON K1C 7K2

Acquéreur

CONCEPT GOURMET DU VILLAGE INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON J0R 1H0

BIENS

09-0382718-0001 HYPOTHEQUE CONVENTIONNELLE SANS DEPOSSESSION

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
09-0382718-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : CERTIFICAT DE MODIFICATION

Autres mentions :

200485441.368011 - CL - CAP

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT GOURMET DU VILLAGE INC.

Critère de sélection Nom d'organisme : CONCEPT GOURMET DU V... Code Postal : J0R1H0

Fiche 005 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
11-0389832-0002	2011-05-27 14:56

Modification d'un droit publié

PARTIES

Titulaire

BANQUE ROYALE DU CANADA
1 PLACE VILLE-MARIE, 12E ETAGE, AILE EST, MONTREAL, QC H3C 3A9

Constituant

CONCEPT GOURMET DU VILLAGE INC.
539 RUE VILLAGE, MORIN HEIGHTS QC J0R 1H0

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0032931-0005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

LE CONSTITUANT A PROCEDE AU CHANGEMENT DE DENOMINATION SOCIALE SUIVANT:

DE
CONCEPT MIKE & LINDA TOTT INC. (ANCIENNE DENOMINATION)
A
CONCEPT GOURMET DU VILLAGE INC. (NOUVELLE DENOMINATION)

Date, heure, minute de certification : **2018-01-22 10:29**

Critère de recherche Nom d'organisme : **CONCEPT MIKE & LINDA TOTT INC.**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0331815-0001	2010-05-25	13:47
	Cession de rang 11-0885510-0003	2011-11-16	09:11
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0382718-0001	2009-06-26	09:00
	RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 14-0456112-0001	2014-05-23	11:29
	Conservation d'hypothèque 11-0428760-0001	2011-06-09	09:52
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 08-0032931-0005	2008-01-21	13:50
	Modification d'un droit publié 11-0389832-0002	2011-05-27	14:56

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Noms présentant des similarités (5)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> FIDUCIE GREGORY TOTH	H3Y 2B6	
<input type="checkbox"/> TOOTH & NAIL BREWING CO	K1Y 1Z2	
<input type="checkbox"/> TOOTH & NAIL BREWING CO	K2A 1V5	
<input type="checkbox"/> TOOTH & NAIL BREWING INC	K1Y 1Z2	
<input type="checkbox"/> TOOTH & NAIL BREWING INC	K2A 1V5	

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : **CONCEPT MIKE & LINDA TOTT INC.**

Critère de sélection Nom d'organisme :
CONCEPT MIKE & LINDA TOTT INC
Code Postal :
J0R1H0

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0331815-0001	2010-05-25	13:47
	Cession de rang 11-0885510-0003	2011-11-16	09:11
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0382718-0001	2009-06-26	09:00
	RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 14-0456112-0001	2014-05-23	11:29
	Conservation d'hypothèque 11-0428760-0001	2011-06-09	09:52
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 08-0032931-0005	2008-01-21	13:50
	Modification d'un droit publié 11-0389832-0002	2011-05-27	14:56

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : J0R1H0

Fiche 001 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0331815-0001	2010-05-25 13:47	2020-05-21

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

INVESTISSEMENT QUÉBEC
393 rue St-Jacques, bureau 500, Montréal, Québec H2Y 1N9

Constituant

CONCEPT MIKE & LINDA TOTT INC.
539 rue du Village, Morin Heights, Québec J0R 1H0

BIENS

Le constituant hypothèque en faveur du titulaire:

le Débiteur hypothèque l'universalité de ses biens meubles, présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils puissent être situés (ci-après appelés les « Biens hypothéqués »).

MENTIONS

Somme de l'hypothèque

Montant de l'hypothèque: \$1,170,000.00
Taux d'intérêt: 25%

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute
Date : 2010-05-21
Lieu : Montréal
N° de minute : 14 320
Nom du notaire : Grenier Raymond, notaire

Autres mentions :

Le montant de l'hypothèque mentionné à la rubrique 21 inclut une hypothèque additionnelle de \$195,000.00.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
11-0885510-0003	2011-11-16 09:11

Cession de rang

NOTES

De l'officier :

Date: 2010-07-20.
Pour faciliter la consultation du registre, l'Officier de la publicité des droits a ajouté, dans le champ « Remarques », la référence à des inscriptions qui se rapportent à la présente inscription.
Christine Lessard, officier-adjoint.

AVIS D'ADRESSE

N° 017621

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : JOR1H0

Fiche 001 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
11-0885510-0003	2011-11-16 09:11

Cession de rang

PARTIES

Cessionnaire

BANQUE ROYALE DU CANADA
1 PLACE VILLE-MARIE, 12E ETAGE, AILE EST, MONTREAL, QC H3C 3A9

Cédant

INVESTISSEMENT QUEBEC
413 SAINT-JACQUES, SUITE 500, MONTREAL QC H2Y 1N9

Constituant

CONCEPT GOURMET DU VILLAGE INC.
539 RUE VILLAGE, MORIN HEIGHTS, QC JOR 1H0

BIENS

Cession de priorité de rang limitée à tous les inventaires présents et futurs et tous les comptes clients présents et futurs provenant des opérations courantes.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0854189-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0331815-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2011-11-10
Lieu : LAVAL

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : J0R1H0

Fiche 002 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0382718-0001	2009-06-26 09:00	2014-07-01

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

Financement Agricole Canada
309 Promenade Legett Drive, Kanata, Ontario K2K 3A3

Constituant

3522920 Canada inc.
5929, Jeanne d'Arc, Suite 138L, Gloucester, Ontario K1C 7K2

Constituant

Concept Mike & Linda Tott inc.
539, du Village, Morin-Heights, Québec J0R 1H0

BIENS

1) The universality of the Borrower's movable properties, corporeal and incorporeal, present and future including, but not limited to the following properties:

- a) Raymond R30TT Forklift S/N FTD9908669;
- b) Raymond R30TT Forklift S/N 02-87-26415;
- c) Air Pad Fromm, model AP502;
- d) Air Pad Fromm, model AP503;
- e) Warehouse Racking (1100 cellules Ready pack).

2) All present and after acquired trademarks, excluding inventory and accounts receivable.

MENTIONS

Somme de l'hypothèque

SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$775,000.00)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2009-06-25

Lieu : Saint-Sauveur

N° de minute : 23,810

Nom du notaire : Major, Françoise

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
11-0428760-0001	2011-06-09 09:52

Conservation d'hypothèque	
14-0456112-0001	2014-05-23 11:29

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

NOTES

De l'officier :

Date: 2010-07-20.

Pour faciliter la consultation du registre, l'Officier de la publicité des droits a ajouté, dans le champ « Remarques », la référence à des inscriptions qui se rapportent à la présente inscription.
Christine Lessard, officier-adjoint.

AVIS D'ADRESSE

N° 000161

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : J0R1H0

Fiche 002 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0456112-0001	2014-05-23 11:29	2024-05-23

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

PARTIES

Titulaire

FINANCEMENT AGRICOLE CANADA
1133 BOUL ST-GEORGE, MONCTON NB E1E 4E1

Constituant

3522920 Canada inc.
5929, Jeanne d'Arc, Suite 138L, Gloucester, Ontario K1C 7K2

BIENS

LE TITULAIRE DESIRE RENOUVELER L'INSCRIPTION SUIVANTS: 09-0382718-0001
HYPOTHEQUE CONVENTIONNELLE SANS DEPOSSESSION

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
09-0382718-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute
Date : 2009-06-25
Lieu : Saint-Sauveur
N° de minute : 23,810
Nom du notaire : Major, Françoise

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : J0R1H0

Fiche 002 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
11-0428760-0001	2011-06-09 09:52

Conservation d'hypothèque

PARTIES

Titulaire

FINANCEMENT AGRICOLE CANADA
1133, BOUL ST-GEORGE, BUREAU 200, MONCTON, NB E1E 4E1

Constituant

3522920 CANADA INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON K1C 7K2

Constituant

CONCEPT MIKE & LINDA TOTT INC.
539, DU VILLAGE, MORIN-HEIGHTS, QC J0R 1H0

Acquéreur

3522920 CANADA INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON K1C 7K2

Acquéreur

CONCEPT GOURMET DU VILLAGE INC.
5929, JEANNE D'ARC, SUITE 138L, GLOUCESTER, ON J0R 1H0

BIENS

09-0382718-0001 HYPOTHEQUE CONVENTIONNELLE SANS DEPOSSESSION

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
09-0382718-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : CERTIFICAT DE MODIFICATION

Autres mentions :

200485441.368011 - CL - CAP

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : J0R1H0

Fiche 003 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
08-0032931-0005	2008-01-21 13:50	2018-01-15
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

BANQUE ROYALE DU CANADA
630 BOUL. RENE-LEVESQUE OUEST, 1ER ETAGE, MONTREAL, QC H3B 1S6

Constituant

CONCEPT MIKE & LINDA TOTT INC
539 RUE VILLAGE, MORIN HEIGHTS, QC J0R 1H0

BIENS

THE HYPOTHEC CHARGES ALL PRESENT AND FUTURE PROPERTY INCLUDED IN THE UNIVERSALITIES DESCRIBED HEREINBELOW:

ALL ACCOUNTS RECEIVABLE AND ALL DEBTS, OF ANY NATURE OR ORIGIN, WHETHER DUE OR NOT AND WHETHER SECURED OR NOT, AS WELL AS ALL CLAIMS BY THE GRANTOR PURSUANT TO INSURANCE POLICIES, AS WELL AS ALL AMOUNTS DERIVED FROM PAYMENT OR COLLECTION OF SUCH ACCOUNTS RECEIVABLE, DEBTS AND CLAIMS.

ALL TRADEMARKS OF THE GRANTOR AS WELL AS ALL TRADEMARKS ACQUIRED IN REPLACEMENT THEREOF OR OTHERWISE BY THE GRANTOR.

ALL THE GRANTOR'S PRESENT AND FUTURE INVENTORY, AS WELL AS ALL THE INVENTORY ACQUIRED IN REPLACEMENT THEREOF OR OTHERWISE BY THE GRANTOR, WHERESOEVER SITUATED.

THE HYPOTHEC ALSO CHARGES THE FOLLOWING PRESENT AND FUTURE PROPERTY, RELATING TO THE ABOVE-DESCRIBED HYPOTHECATED PROPERTY:

THE PRODUCTS AND CLAIMS RESULTING FROM THEIR SALE OR RENTAL;
THE FRUITS AND REVENUES THEY MIGHT PRODUCE, INCLUDING ALL INSURANCE OR EXPROPRIATION INDEMNITIES;

THE RIGHTS, TITLES AND DOCUMENTS, OF WHATEVER FORM OR NATURE, PERTAINING THERETO;

THE PROPERTY (INCLUDING MONEY) OBTAINED AS A RESULT OF ANY REPLACEMENT, RENEWAL, SUBSTITUTION, ADDITION OR TRANSFORMATION OF SUCH PROPERTY.

MENTIONS

Somme de l'hypothèque

\$2,300,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2008-01-15

Lieu : MORIN HEIGHT

REMARQUES

INSCRIPTION

11-0389832-0002

Modification d'un droit publié

DATE-HEURE-MINUTE

2011-05-27 14:56

NOTES**De l'officier :**

Date: 2010-07-20.

Pour faciliter la consultation du registre, l'Officier de la publicité des droits a ajouté, dans le champ « Remarques », la référence à des inscriptions qui se rapportent à la présente inscription.
Christine Lessard, officier-adjoint.

AVIS D'ADRESSE

N° 000114

Date, heure, minute de certification : 2018-01-22 10:29

Critère de recherche Nom d'organisme : CONCEPT MIKE & LINDA TOTT INC.

Critère de sélection Nom d'organisme : CONCEPT MIKE & LINDA... Code Postal : JOR1H0

Fiche 003 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
11-0389832-0002	2011-05-27 14:56

Modification d'un droit publié

PARTIES

Titulaire

BANQUE ROYALE DU CANADA
1 PLACE VILLE-MARIE, 12E ETAGE, AILE EST, MONTREAL, QC H3C 3A9

Constituant

CONCEPT GOURMET DU VILLAGE INC.
539 RUE VILLAGE, MORIN HEIGHTS QC JOR 1H0

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0032931-0005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

LE CONSTITUANT A PROCEDE AU CHANGEMENT DE DENOMINATION SOCIALE SUIVANT :

DE
CONCEPT MIKE & LINDA TOTT INC. (ANCIENNE DENOMINATION)
A
CONCEPT GOURMET DU VILLAGE INC. (NOUVELLE DENOMINATION)

ASSIGNMENT OF CLAIM AGREEMENT (the "**Agreement**") entered into as of January ____, 2018 (the "**Effective Time**")

AMONG: **GOURMET DU VILLAGE (USA) INC.**
(the "**Assignor**")

AND: **CONCEPT GOURMET DU VILLAGE INC.**
(the "**Assignee**")

WHEREAS in or about May of 2017, the Assignee initiated a sale process with a view of selling, as a going concern, all or substantially all of its assets (the "**Sale Process**");

WHEREAS as part of the Sale Process, MSRF Inc. ("**MSRF**" or the "**Purchaser**"), amongst others, submitted an offer to purchase, as a going concern, all or substantially all of the Assignee's assets, which offer was subsequently amended and restated;

WHEREAS on December 15, 2017, after negotiations, both the Assignee and MSRF agreed upon and executed a revised version above-mentioned offer (as revised, the "**MSRF Offer**"), which included amongst the assets to be purchased by MSRF, the accounts receivables of the Assignor listed in Schedule A hereof which totals, as of the date of this agreement, US\$148,033 (collectively, the "**US Receivables**");

WHEREAS after discussions amongst the Assignee and MSRF regarding, inter alia, the structure in which the transaction contemplated in the MSRF Offer would be completed, such parties agreed to have the US Receivables assigned by the Assignor to the Assignee, for consideration, prior to the closing of said transaction, such that the US Receivables would be included as part of the assets purchased by MSRF (the "**Purchased Assets**"). The MSRF Offer remained subject to certain conditions, including the approval thereof by the Superior Court of Quebec (the "**Court**");

WHEREAS on January 23, 2018, Gourmet filed a *Notice of Intention to Make a Proposal* (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**"), and Deloitte Restructuring Inc. ("**Deloitte**" or the "**Trustee**") was named trustee to the NOI;

WHEREAS on January 23, 2018 also, Gourmet also filed an *Application for the Issuance of an Approval and Vesting Order* (the "**Application**") whereby it namely sought the approval from the Court of the transaction contemplated in the MSRF Offer, including the prior assignment of the US Receivables by the Assignor to the Assignee;

WHEREAS on January 25, 2018, the Court rendered an order (the "**Approval and Vesting Order**") granting the Application and approving, *inter alia*, the transaction contemplated in the MSRF Offer, including the assignment of the US Receivables from the Assignor to the Assignee prior to the closing of said transaction, and vesting in MSRF all of Gourmet right, title and interest, as applicable, in and to the Purchased Assets (including the US Receivables), free and clear of all encumbrances upon closing of said transaction, which order was rendered executory notwithstanding appeal;

WHEREAS in light of the foregoing, the Assignor agrees to assign to the Assignee the US Receivables upon the terms of this Agreement; and

THEREFORE, in consideration for the mutual covenants and acknowledgements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

- 1.1 As and from the date of the Effective Time, the Assignor sells, conveys, transfers and assigns to the Assignee all of the Assignor's rights, title and interest in the US Receivables and all present and future claims and rights of action forming part thereof.
- 1.2 The total consideration for the assignment, transfer and conveyance made pursuant to section 1.1 is US\$148,033, which shall be deducted from the Assignee's debt owed to the Assignor.

2. No Warranty

The Assignee recognizes that the assignment of the Claim is made on an "as is, where is" basis, without any representations or warranties, legal or convention, express or implied, of any kind whatsoever. For greater certainty, and without limiting the generality of the foregoing, the Assignor and the Assignee hereby exclude the legal warranty provided for by Article 1639 of the *Civil Code of Québec* and confirm that the Assignee is acquiring the Claim at its own risk within the meaning of Article 1733 of the *Civil Code of Québec*.

3. General Provisions

- 3.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.
- 3.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 3.3 The parties confirm that they have expressly requested that this Agreement be drafted in English. *Les parties confirment que la présente Convention a été rédigée en anglais conformément à leur volonté.*

[SIGNATURE PAGE FOLLOWS]

GOURMET DU VILLAGE (USA) INC.

By: _____

Name: Michael Tott

Title: Chief Executive Officer

CONCEPT GOURMET DU VILLAGE INC.

By: _____

Name: Michael Tott

Title: Chief Executive Officer

SUPERIOR C O U R T

N°. 700-11-017950-181

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF TERREBONNE

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF :

CONCEPT GOURMET DU VILLAGE INC.
Applicant

- and -
DELOITTE RESTRUCTURING INC.
Trustee

- and -
GOURMET DU VILLAGE (USA) INC.

And
THE REGISTRAR OF THE REGISTER FOR
PERSONAL MOVABLE REAL RIGHTS
Impleaded Parties

BS0350

File: 037569-1012

APPLICATION FOR THE ISSUANCE OF AN
APPROVAL AND VESTING ORDER, SOLEMN
DECLARATION, NOTICE OF PRESENTATION, LIST
OF EXHIBITS AND EXHIBITS P-1 TO P-9
(Section 65.13 of the *Bankruptcy and Insolvency Act*)

ORIGINAL

Mtre. Danny Duy Vu

514-397-6495

ddvu@stikeman.com

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