

District of: Quebec
 Division No. 01 - Montréal
 Court No. 500-11-046776-148
 Estate No. 41-1929950

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

In the Matter of the Proposal of
 Accessoires La Brea International Inc.
 Of the City of Montréal
 In the Province of Quebec

We, Richter Advisory Group Inc/Richter Groupe Conseil inc, the trustee acting in the proposal of Accessoires La Brea International Inc, hereby report to the Court as follows:

1. That a proposal was filed with us on the 6th day of November 2014 a copy of which is attached and marked as Exhibit "A", and that we filed a copy of the proposal with the official receiver on the 6th day of November 2014.
2. That on the 12th day of November 2014, we gave notice to the debtor, to the division office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 25th day of November 2014 to consider the proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2" and "C3", respectively.
4. That prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 25th day of November 2014, and was presided over by Benoit Gingues.
6. That the proposal was accepted by the required majority of creditors.
7. That a copy of the minutes of the meeting is attached and marked as Exhibit "D".
8. That we are of the opinion that:

(a) the assets of the debtor and their fair realizable value are as follows:

Property Name	Estimated \$	Realizable \$
Business Assets - Stock In Trade - Jewelry	10,000.00	0.00
Cash on hand - Chequing	28,810.00	0.00
Debts Due - Business - Account receivable	60,763.00	0.00
Motor Vehicles - Automobile - 2011 - Chrysler - Dodge	14,850.00	0.00
Total Property Value:	114,423.00	0.00

(b) the liabilities of the debtor are as follows:

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
3928446 CANADA INC.	0.00	0.00	0.00	0.00	96,924.63	96,924.63
9139-7240 QUEBEC INC.	0.00	0.00	0.00	0.00	3,712.55	3,712.55
AGENCE DES SERV. FRONTALIERS CDA	0.00	0.00	0.00	0.00	103,570.69	103,570.69
AGENCE DU REVENU DU CANADA	0.00	0.00	0.00	0.00	103,623.76	103,623.76
AGENCE DU REVENU DU CANADA	17,502.87	-5,354.57	0.00	0.00	3,018.47	3,018.47
ALARME SENTINELLE	0.00	0.00	0.00	0.00	379.75	0.00
AMG CREATION	0.00	0.00	0.00	0.00	8,719.23	8,719.23
B.BOX	0.00	0.00	0.00	0.00	393.21	0.00
BANQUE AMEX DU CDA	0.00	0.00	0.00	0.00	17,155.04	17,155.04
BANQUE DE MONTREAL, M-C	0.00	0.00	0.00	0.00	25,193.76	25,193.76
BANQUE DEV. DU CANADA	0.00	0.00	0.00	0.00	33,154.97	-554.95
BANQUE ROYALE DU CANADA	3,087.00	3,087.00	0.00	0.00	0.00	0.00
BARCODE APPL. SOLUTIONS	0.00	0.00	0.00	0.00	1,875.80	610.20
BELL CANADA	0.00	0.00	0.00	0.00	6,970.39	6,970.39
BELL CANADA	0.00	0.00	0.00	0.00	925.85	925.85
CIBC - VISA	0.00	0.00	0.00	0.00	30,332.68	30,332.68
CORPORATION SUN MEDIA	0.00	0.00	0.00	0.00	9,833.61	9,833.61
CSST	0.00	0.00	0.00	0.00	2,500.00	2,500.00
DOYON IZZI NIVOIX AVOCATS	0.00	0.00	0.00	0.00	6,480.51	6,480.51
ECO ENTREPRISES QUEBEC	0.00	0.00	0.00	0.00	15,233.74	15,233.74
EMBALLAGES CIRCO INC	0.00	0.00	0.00	0.00	555.73	0.00
ENCRE ET CIE LAURENTIDES INC.	0.00	0.00	0.00	0.00	2,251.76	228.17
FEDERAL EXPRESS CDA LTEE	0.00	0.00	0.00	0.00	181.78	181.78
FOURNITURES DE BUREAU DENIS	0.00	0.00	0.00	0.00	938.13	0.00
GLAMOUR STEEL HK	0.00	0.00	0.00	0.00	4,414.62	4,414.62
GOLD WHITE	0.00	0.00	0.00	0.00	23,984.58	23,984.58
GOOD YEAR MFG	0.00	0.00	0.00	0.00	7,748.37	7,748.37
GROUPE AST (1993) INC.	0.00	0.00	0.00	0.00	574.88	574.88
GUANGZHOU YAZHIQI JEWELLERY CO.	0.00	0.00	0.00	0.00	12,974.77	12,974.77
GUARD-X INC.	0.00	0.00	0.00	0.00	945.52	945.52

FORM 40 --- Continued

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
HEBEST TECHN. (SHENZHEN) CO., LTD	0.00	0.00	0.00	0.00	16,033.34	16,033.34
HUNT PERSONNEL	0.00	0.00	0.00	0.00	14,744.30	14,744.30
HYDRO-QUEBEC	0.00	0.00	0.00	0.00	921.53	921.53
IMPRIMERIE SOLISCO INC.	0.00	0.00	0.00	0.00	111,178.18	0.00
INCOTEL-GH IP SOLUTIONS	0.00	0.00	0.00	0.00	65.54	65.54
LA GREAT WEST	0.00	0.00	0.00	0.00	1,969.02	1,969.02
LES MESSAGERIES SPEEDO	0.00	0.00	0.00	0.00	152.25	152.25
LIFESTYLE	0.00	0.00	0.00	0.00	100.21	100.21
LOGICIEL FISCAL VL INC.	0.00	0.00	0.00	0.00	525.09	525.09
LONGUE POINTE CHRYSLER	0.00	0.00	0.00	0.00	3,272.76	3,272.76
MAGNET INTELL INC.	0.00	0.00	0.00	0.00	1,895.43	1,895.43
MARC-ANDRE LETOURNEAU	65,334.85	0.00	0.00	0.00	1,807,226.76	0.00
MEDIAS TRANSCONT. S.E.N.C.	0.00	0.00	0.00	0.00	2,874.38	500.38
MEDIAS TRANSCONT. S.E.N.C.	0.00	0.00	0.00	0.00	1,187.00	1,187.00
MICHEL COURNOYER CPA INC.	0.00	0.00	0.00	0.00	13,797.00	0.00
OGILVY & OGILVY	0.00	0.00	0.00	0.00	1,390.09	1,390.09
POSTES CANADA	0.00	0.00	0.00	0.00	3,649.51	3,649.51
PRESTIGE & FANCY	0.00	0.00	0.00	0.00	1,286.29	1,286.29
PRO SERI INC.	0.00	0.00	0.00	0.00	172.47	0.00
QUADRISCAN INC.	0.00	0.00	0.00	0.00	0.00	-195.46
REVENU QUEBEC - 6593679	28,498.28	-11,987.16	0.00	0.00	15,426.77	-48,795.28
ROGERS	0.00	0.00	0.00	0.00	104.68	104.68
SHUI RUN INDUSTRIAL LTD	0.00	0.00	0.00	0.00	2,553.38	2,553.38
SODA JEWELLERY CO., LTD	0.00	0.00	0.00	0.00	5,793.99	5,793.99
STS MAINTENANCE	0.00	0.00	0.00	0.00	824.26	824.26
TECSYS INC.	0.00	0.00	0.00	0.00	4,806.30	4,806.30
TRANSPORT FRONTIERE	0.00	0.00	0.00	0.00	1,182.17	1,182.17
TRIMEX WAREHOUSING & DIST.	0.00	0.00	0.00	0.00	4,025.50	4,025.50
TUTIMA (GERMANY)	0.00	0.00	0.00	0.00	3,472.34	3,472.34
TUTIMA (H.K.)LTD	0.00	0.00	0.00	0.00	34,526.40	-2,277.42

FORM 40 -- Continued

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
UNITED ART METALS FACTORY LTD	0.00	0.00	0.00	0.00	10,080.88	10,080.88
UPS	0.00	0.00	0.00	0.00	995.48	995.48
UPS SCS inc.	0.00	0.00	0.00	0.00	1,450.02	1,450.02
UPS SUPPLY CHAIN SOL., INC.	0.00	0.00	0.00	0.00	41.86	41.86
V. BOUTIN EXPRESS INC.	0.00	0.00	0.00	0.00	364.10	364.10
Total :	114,423.00	-14,254.73	0.00	0.00	2,592,658.06	517,422.39

9. That we are also of the opinion that:

(a) the causes of the insolvency of the debtor are as follows:

Cashflow issues resulting from decreased sales

(b) the conduct of the debtor is subject to censure in the following respects:

N/A

(c) the following facts, mentioned in section 173 of the Act, may be proved against the debtor:

N/A

10. That we are further of the opinion that the debtor's proposal is an advantageous one for the creditors, for the following reasons:

Under a bankruptcy scenario, the estimated distribution would only cover the Crown Claims and a portion of Mr. Létourneau's Secured Claim. The Proposal is advantageous since Mr. Létourneau postpones his Secured and Unsecured Claim and therefore, the remaining amount after Crown Claims is available for distribution to Unsecured Creditors.

11. That we forwarded a copy of this report to the official receiver on this day.

Dated at the City of Montréal in the Province of Quebec, this 27th day of November 2014.

Richter Advisory Group Inc/Richter Groupe Conseil inc - Trustee

Per:


Benoit Gingues, CPA, CA, CIRP

1981 avenue McGill College, 12e étage

Montréal QC H3A 0G6

Phone: (514) 934-3400 Fax: (514) 934-8603

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
3928446 CANADA INC.	206-5800 ST DENIS MONTREAL QC H2S 3L5		96,924.63
9139-7240 QUEBEC INC.	102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4		3,712.55
AGENCE DES SERV. FRONTALIERS CDA	DEPT DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2		103,570.69
AGENCE DU REVENU DU CANADA	BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2		103,623.76
AGENCE DU REVENU DU CANADA	305, BOUL RENE-LEVESQUE O MONTREAL QC H2Z 1A8		20,521.34
ALARME SENTINELLE	7260 ST-URBAIN MONTREAL QC H2R 2Y6		379.75
AMG CREATION	NANZHOU RD, HAIZHU DIST NO 22 MANGJIAO EAST GUANGZHOU 510290 CHINA		8,719.23
B.BOX	300 RUE DE LIEGE O MONTREAL QC H2P 1H3		393.21
BANQUE AMEX DU CDA	CP 4500, SUCC AGINCOURT SCARBOROUGH ON M1S 4B1		17,155.04
BANQUE DE MONTREAL, M-C	P O BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2		25,193.76
BANQUE DEV. DU CANADA	A/S MICHELLE FORTIER 400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7		33,154.97
BANQUE ROYALE DU CANADA	UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4		3,087.00
BARCODE APPL. SOLUTIONS	6411 EDWARDS BLVD Mississauga ON L5T 2Y3		1,875.80
BELL CANADA	CASE POSTALE 8712 SUCC CENTRE-VILLE MONTREAL QC H3C 3P6		6,970.39
BELL CANADA	CTRE DE VERS CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7		925.85

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
CIBC - VISA	PO BOX 4595, STN A TORONTO ON M5W 4X9		30,332.68
CORPORATION SUN MEDIA	100-298, RUE DE MARTIGNY O SAINT-JEROME QC J7Y 4C9		9,833.61
CSST	1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1		2,500.00
DOYON IZZI NIVOIX AVOCATS	501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8		6,480.51
ECO ENTREPRISES QUEBEC	600-1600, BOUL RENE-LEVESQUE O MONTREAL QC H3H 1P9		15,233.74
EMBALLAGES CIRCO INC	4215, BOUL POIRIER St-Laurent QC H4R 2A4		555.73
ENCRE ET CIE LAURENTIDES INC.	695 E , CHEMIN AVILA Piedmont QC J0R 1R3		2,251.76
FOURNITURES DE BUREAU DENIS	2990 BOUL LE CORBUSIER Laval QC H7L 3M2		938.13
GLAMOUR STEEL HK	NO 1112 MANHATTAN CENTRE, NO 8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG		4,414.62
GOLD WHITE	16/F, FLAT E1, STAGE 1, TUNG CHUN IND 9-11 CHEUNG WING ROAD KWAI CHUNG,N T HONG KONG		23,984.58
GOOD YEAR MFG	YUEN SHING INDUSTRIAL BUILDING 901-1033 YEE KUK WEST STREET KOWLOON HONG KONG		7,748.37
GROUPE AST (1993) INC.	CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1		574.88
GUANGZHOU YAZHIQI JEWELLERY CO.	INN BLDG / SME INN & TECHN ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA		12,974.77
GUARD-X INC.	10600 PARKWAY MONTREAL QC H1J 1R6		945.52

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
HEBEST TECHN. (SHENZHEN) CO., LTD	XINHU ROAD 82 DISTRICT BAO'AN 641,640,638,UNIT A HUAMEIJU BUS CTR SHENZHEN CHINA		16,033.34
HUNT PERSONNEL	1801-666 RUE SHERBROOKE O MONTREAL QC H3A 1E7		14,744.30
HYDRO-QUEBEC	CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6		921.53
IMPRIMERIE SOLISCO INC.	120, 10E RUE SCOTT QUEBEC QC G0S 3G0		111,178.18
LA GREAT WEST	GESTION DE VERS COLLECTIVE C P 1053 WINNIPEG MB R3C 2X4		1,969.02
LOGICIEL FISCAL VL INC.	950 MICHELIN LAVAL QC H7L 5C1		525.09
LONGUE POINTE CHRYSLER	6200 BOUL METROPOLITAIN EST MONTREAL QC H1S 1A9		3,272.76
MAGNET INTELL INC.	2110 DRUMMOND MONTREAL QC H3G 1W9		1,895.43
MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2		1,872,561.61
MEDIAS TRANSCONT. S.E.N.C.	300-400 AVE STE-CROIX EST St-Laurent QC H4N 3L4		2,874.38
MEDIAS TRANSCONT. S.E.N.C.	SERV DE L'APPL DES PAIEMENTS 400 AVE SAINTE CROIX, BUR EST ST-LAURENT QC H4N 3L4		1,187.00
MICHEL COURNOYER CPA INC.	202-601, RUE ADONCOUR LONGUEUIL QC J4G 2M6		13,797.00
OGILVY & OGILVY	550-4150 RUE STE-CATHERINE O WESTMOUNT QC H3Z 2Y5		1,390.09
POSTES CANADA	2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7		3,649.51
PRESTIGE & FANCY	8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7		1,286.29
REVENU QUEBEC	SECTEUR R23CPF,3E ETAGE 1600, BOUL RENE-LEVESQUE O MONTREAL QC H3H 2V2	6593679	43,925.05

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
SHUI RUN INDUSTRIAL LTD	FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N T HONG KONG		2,553.38
SODA JEWELLERY CO., LTD	F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG		5,793.99
STS MAINTENANCE	401-2121, RUE CRESCENT MONTREAL QC H3G 2C1		824.26
TECSYS INC.	501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4		4,806.30
TRANSPORT FRONTIERE	C P BOX 1056 HEMMINGFORD QC J0L 1H0		1,182.17
TRIMEX WAREHOUSING & DIST.	PO BOX 219 2330 STATE RT 11 MOOERS NY 12958 USA		4,025.50
TUTIMA (GERMANY)	POSTFACH 1153, D-27770 GANDERKESEE GERMANY		3,472.34
TUTIMA (H.K)LTD	14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG		34,526.40
UNITED ART METALS FACTORY LTD	UNIT D, 6/F ,MAI TAK IND BLGD 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG		10,080.88
UPS	P O BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA		995.48
UPS SCS inc.	PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9		1,450.02
V. BOUTIN EXPRESS INC.	1397, SAVOIE PLESSISVILLE QC G9L 1J8		364.10
Total			2,706,262.27

EXHIBIT A

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

IN THE MATTER OF THE PROPOSAL
OF:

NO: 500-11-●-●
ESTATE NO.: 41-●

ACCESSOIRES LA BREA
INTERNATIONAL INC.

Debtor

PROPOSAL

ACCESSOIRES LA BREA INTERNATIONAL INC. (the "Debtor"), hereby submits the following Proposal under the *BIA*:

1. Definitions and Interpretation

1.1 In addition to words and terms otherwise defined herein, whenever used herein:

1.1.1 "Approval" means:

(a) acceptance of the Proposal by all Creditors entitled to vote and voting thereon in accordance with the relevant provisions of the *BIA*; and

(b) approval of the Proposal by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn;

1.1.2 "Approval Motion" has the meaning set forth in **Section 14.1** hereof;

1.1.3 "*BIA*" means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;

1.1.4 "Committee" has the meaning set forth in **Section 9** hereof;

1.1.5 "Court" means the Commercial Division of the Quebec Superior Court for the District of Montreal, sitting as the "court" as envisaged and defined in Section 2(1) *BIA* and includes any Justice thereof or, if applicable, the Registrar or any Deputy Registrar thereof;

1.1.6 "Creditors" mean all the creditors affected by the Proposal, namely the Crown, the Preferred Creditors, the Employee Creditors, and the Ordinary Creditors (including the Electing Creditors) and "Creditor" means any of them. All other creditors of the Debtor (including, without limitation, all Secured

Creditors to the extent of their Secured Claims) shall not be, in any manner whatsoever, affected or bound by the Proposal;

1.1.7 “**Crown**” means Her Majesty in Right of Canada or in right of any Province of Canada;

1.1.8 “**Crown Claims**” mean all Proven claims of the Crown as set forth and described in Section 60(1.1) *BIA*, which were outstanding on the Proposal Date, and “**Crown Claim**” means any of them;

1.1.9 “**Electing Creditor Claims**” mean all Proven Ordinary Claims in respect of which the Ordinary Creditors have elected (as set forth in **Section 7.1** hereof) to receive the lesser of \$500.00 or the amount of their Ordinary Claims or to reduce their respective Ordinary Claims to \$500.00, and “**Electing Creditor Claim**” means any of them;

1.1.10 “**Electing Creditors**” mean Ordinary Creditors having Electing Creditor Claims and “**Electing Creditor**” means any of them;

1.1.11 “**Employee Claims**” mean all Proven amounts which the Debtor’s present or former employees would have been entitled to receive under Section 136(1)(d) *BIA* if the Debtor had become bankrupt on the Proposal Date, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period, all as envisaged by Section 60(1.3) *BIA*;

1.1.12 “**Employee Creditors**” mean all of the Debtor’s past and present employees having Employee Claims and “**Employee Creditor**” means any of them;

1.1.13 “**Guarantor**” means Marc Létourneau;

1.1.14 “**Official Receiver**” means the “official receiver” as defined in Section 2 *BIA*;

1.1.15 “**Ordinary Claims**” mean all Proven claims other than Crown Claims, Employee Claims, Preferred Claims and Secured Claims, of any nature or source whatsoever, resulting from and/or arising out of any transaction entered into by the Debtor prior to the Proposal Date or any event which occurred prior to the Proposal Date, whether due or not due as of the Proposal Date and includes all such claims which are contingent and unliquidated (once quantified or liquidated) and “**Ordinary Claim**” means any of them. In addition to and notwithstanding the foregoing, “Ordinary Claims” include, under all circumstances:

(a) all Electing Creditor Claims; and

(b) all claims resulting from or arising out of any breaches of any obligations contracted by the Debtor prior to the Proposal Date where

such breaches occurred (i) at any time prior to the Proposal Date, or (ii) at any time between the Proposal Date and the date hereof;

1.1.16 “**Ordinary Creditors**” mean all persons having Ordinary Claims and “**Ordinary Creditor**” means any of them;

1.1.17 “**Létourneau**” means Marc Létourneau;

1.1.18 “**Létourneau Security**” means all security held by Létourneau;

1.1.19 “**Létourneau Claim**” means all Ordinary Claims and Secured Claims of Létourneau;

1.1.20 “**Preferred Claims**” mean all Proven claims, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *BIA* and in Sections 136(1)(d.01), (d.02), (d.1) and (e) through 136(1)(j) *BIA*, being such claims directed by the *BIA* to be paid in priority to all other claims in the distribution of the property of a bankrupt to the extent applicable to the Proposal and “**Preferred Claim**” means any of them;

1.1.21 “**Preferred Creditors**” mean all persons having Preferred Claims and “**Preferred Creditor**” means any of them;

1.1.22 “**Proposal**” means the present proposal and any and all future amendments hereto, which amendments may be made:

(a) at any time prior to a vote by the Creditors hereon; or

(b) by the Court at the time of Approval;

1.1.23 “**Proposal Date**” means the date of this Proposal;

1.1.24 “**Proven**” means, with reference to any Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims, all such claims that have been the object of a proof of claim in accordance with Section 124 *BIA*, filed with the Trustee in due time and allowed by the Trustee. With respect to all such claims:

(a) contingent and unliquidated claims and claims payable at a future time shall be governed by Sections 121(2) and 121(3) *BIA*;

(b) every provision of the *BIA* dealing with the right to vote a claim shall apply to the Proposal; and

(c) Proven Ordinary Claims under successive performance contracts which have not been repudiated or terminated by the Debtor shall be limited to amounts owing by the Debtor thereunder accruing only up to (but not after) the Proposal Date;

1.1.25 “**Related Persons**” mean any persons who are related to any other persons as defined and described in Section 4 *B/A* and “**Related Person**” means any of them;

1.1.26 “**Secured Claims**” mean the claims of all Secured Creditors, to the extent of the Value of the security held by each Secured Creditor;

1.1.27 “**Secured Creditors**” mean all persons falling within the definition of “secured creditor” as set forth in Section 2(1) *B/A* and “**Secured Creditor**” means any of them;

1.1.28 “**Trustee**” means Richter Advisory Group Inc., the trustee named herein; and

1.1.29 “**Value**” means, with respect to any claim filed by a Secured Creditor, the value of such Secured Creditor’s security as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court.

1.2 The paragraph headings herein contained are for ease of reference only, shall not form of the Proposal and shall not be utilized, in any manner whatsoever, in the interpretation of the Proposal.

1.3 Whenever the context so provides, all references to the masculine shall include the feminine and *vice versa* and all references to the singular shall include the plural and *vice versa*.

1.4 All annexes to this document shall be deemed to form part of the Proposal.

1.5 In the event of any inconsistencies or discrepancies between the English language version of the Proposal and the French language version of the Proposal, the English language version of the Proposal shall govern and prevail under all circumstances.

2. Employee Claims

2.1 Subject to **Paragraphs 2.2** and **2.3** hereof, all Employee Claims will be paid in full, within 60 days following Approval.

2.2 With respect to all of the Employee Creditors who are currently employed by the Debtor, all of their Employee Claims have been or shall have been fully paid by the Debtor to such Employees, in the normal course of the Debtor’s business.

2.3 With respect to the Employee Creditors who are not currently employed by the Debtor (being, for greater certainty, all of the Employee Creditors other than those referred to in **Paragraph 2.2** hereof), all of their Employee Claims will be paid in full on the latest of the following dates, namely:

2.3.1 5 days after acceptance of a valid proof of claim from such Employee

Creditor or the Court's definitively determining such proof of claim to be valid;

2.3.2 the date of Approval; or

2.3.3 the date of receipt of the relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada.

2.4 The Debtor undertakes to request all relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada upon acceptance of each Employee Claim.

3. Crown Claims

3.1 All Crown Claims, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid in full, within 60 days following Approval.

4. Secured Claims

4.1 All Secured Claims other than the Létourneau Claim shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors.

4.2 For greater certainty:

4.2.1 the Proposal is not addressed to Secured Creditors to the extent of their Secured Claims;

4.2.2 all Secured Creditors and their Secured Claims shall not be, in any manner whatsoever, affected or bound by the Proposal to the extent of their Secured Claims; and

4.2.3 if a Secured Creditor chooses to file a proof of claim and values its security in order to be considered as an Ordinary Creditor, then the Proven claim of such Secured Creditor in excess of the Value of its security shall be included in the class of Ordinary Creditors under the Proposal unless the Secured Creditor and the Debtor have agreed otherwise in writing.

4.3 Notwithstanding anything contained in **Section 4.2** hereof, the Létourneau Claim and the Létourneau Security shall be governed by the provisions of **Section 11** hereof.

5. Subsequent Claims

5.1 All claims arising in respect of property supplied, services rendered or other consideration given to the Debtor subsequent to the Proposal Date, including, without limitation, all salaries, remuneration and other compensation of the Debtor's employees for current services, have been or shall be paid in full by the Debtor in the ordinary course of the Debtor's business.

6. Preferred Claims

6.1 Within 60 days following Approval, all Preferred Claims of Preferred Creditors, without any interest whatsoever thereon, shall be paid prior to payment of all Ordinary Claims and after payment of all Crown Claims and Employee Claims.

7. Ordinary Claims

7.1 At any time prior to the 15th day immediately following Approval, any Ordinary Creditor may elect in writing (as provided for in its proof of claim or in any other manner acceptable to the Trustee) to receive the lesser of \$500.00 or the amount of its Ordinary Claim or to irrevocably and unconditionally reduce such Ordinary Claim to \$500.00, whereupon:

7.1.1 any such Ordinary Claim in excess of \$500.00 shall be deemed, for all purposes, to have been irrevocably and unconditionally reduced to \$500.00 and the Ordinary Creditor having an Ordinary Claim in excess of \$500.00 shall be deemed to have irrevocably and unconditionally waived and renounced to any rights to file a proof of claim in the Proposal in excess of \$500.00 or to participate in any further Dividends; and

7.1.2 any such Ordinary Creditor shall be treated as an Electing Creditor and such Ordinary Creditor's Ordinary Claim shall be treated as an Electing Creditor Claim under the Proposal.

7.2 The following shall be paid by the Debtor without any interest thereon whatsoever, in full and final settlement, release and discharge of all Ordinary Claims, within the following time periods (collectively the "**Dividends**"), namely:

7.2.1 the full amount of all Electing Creditor Claims shall be paid to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined) for distribution to all Electing Creditors as herein set forth, in full and final settlement, release and discharge of all Electing Creditor Claims; and

7.2.2 an amount of \$100,000.00, less:

- i) all Crown Claims, Employee Claims and Preferred Claims; and
- ii) amounts set forth in **Section 7.2.1** hereof,

shall be paid by the Debtor to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined), for distribution to all Ordinary Creditors (other than Electing Creditors) as herein set forth.

7.3 All amounts referred to in **Section 7.2** hereof shall be paid by the Debtor to the Trustee on or before each of the respective time periods therein set forth and shall thereafter be distributed by the Trustee to the Ordinary Creditors, according to the

amount of their respective Proven Ordinary Claims, as follows:

7.3.1 the amount set forth in **Section 7.2.1** hereof shall be distributed by the Trustee to the Electing Creditors as set forth in **Section 7.2.1** hereof; and

7.3.2 the amount set forth in **Section 7.2.2** hereof shall be distributed by the Trustee to the Ordinary Creditors (other than the Electing Creditors) on a *pro rata* basis, according to the amounts of their respective Proven Ordinary Claims.

7.4 Subject to the occurrence of Approval, the payment of the Dividends is hereby guaranteed by the Guarantor.

7.5 The Debtor shall be entitled, at any time whatsoever, to prepay the Dividends, in whole or in part, without any indemnity or penalty whatsoever.

7.6 The Dividends, without any interest whatsoever thereon, once paid by the Debtor to the Trustee in accordance with the provisions of this Proposal, shall constitute full and final settlement of and shall operate as a complete release and discharge of all Ordinary Claims.

8. Claims Against Directors

8.1 In accordance with Section 50(13) *BIA*, Approval of the Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature or source whatsoever, of all Creditors and any other persons against all of the Debtor's past and present directors which arose before the Proposal Date and which relate to obligations of the Debtor where such directors are by law liable in their capacity as directors for payment of such obligations.

8.2 Nothing in the Proposal shall be deemed, in any manner whatsoever, to constitute any acknowledgement of any liability or obligations of any of the Debtor's past or present directors.

9. Committee

9.1 A committee (the "**Committee**") of up to 3 individuals shall be appointed by the Ordinary Creditors at a meeting of the Creditors called to consider the Proposal. Such Committee shall be thereafter deemed to have been formed and constituted for the purposes hereafter set forth.

9.2 The powers of the Committee shall be limited to the following:

9.2.1 to advise the Trustee in connection with the administration of the Proposal;

9.2.2 to waive any default in the execution of the Proposal;

9.2.3 to confirm that the Debtor has satisfied all of the terms and conditions of

the Proposal; and

9.2.4 to adjourn the payment of Dividends to Ordinary Creditors provided for in the Proposal.

10. Preferences, Transfers at Under Value, etc.

10.1 All of the provisions of and all rights, remedies and recourses under and/or pursuant to:

10.1.1 Sections 95 through 101 *BIA*;

10.1.2 Articles 1631 through 1636 of the *Civil Code of Québec*; and

10.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 10.1.1** and/or **10.1.2** hereof in any province of Canada other than the Province of Québec,

shall not, in any manner whatsoever, apply to this Proposal, such that:

10.1.4 all of such provisions, rights, remedies and recourses and any claims based thereon shall be completely unavailable to the Trustee or any Creditors against the Debtor, any of the Debtor's property, any other Creditor or any other person whatsoever; and

10.1.5 the Trustee and all of the Creditors shall be deemed, for all purposes whatsoever, to have irrevocably and unconditionally waived and renounced to such provisions, rights, remedies and recourses and any claims based thereon against the Debtor, the Debtor's property, any other Creditor or any other persons,

arising from and/or as a result of any matter whatsoever which occurred at any time prior to the Proposal Date.

11. Létourneau Claim

11.1 Conditional upon Approval of the Proposal, Létourneau hereby unconditionally and irrevocably:

11.1.1 subordinates and postpones the entire Létourneau Claim to and in favour of full payment of the Dividends, such that Létourneau shall not be entitled to receive any payment from the Debtor of any principal or interest on the Létourneau Claim unless and until all of the Dividends shall have been fully paid to the Ordinary Creditors as set forth in the Proposal; and

11.1.2 waives and renounces to any right to prove the whole or any portion of the Létourneau Claim as an Ordinary Claim under the Proposal.

11.2 The provisions of **Section 11.1** hereof shall survive:

11.2.1 any annulment of the Proposal; or

11.2.2 any bankruptcy of the Debtor occurring after Approval but prior to satisfaction of the Proposal.

11.3 The provisions of **Sections 7.4, 11.1 and 11.2** hereof are subject to the suspensive condition of Approval, such that the failure of Approval shall automatically render the provisions of **Sections 7.4, 11.1 and 11.2** hereof null, void and inoperative for all purposes.

11.4 Except to the extent affected by the subordination, postponement, waiver and renunciation set forth in **Section 11.1** hereof, the Létourneau Claim and the Létourneau Security will be and remain unaffected by the Proposal.

12. Powers of the Trustee

12.1 Subject to the rights of the Secured Creditors, the Trustee shall have the following rights, powers and authority, namely:

12.1.1 to receive periodic reports from the Debtor on its business operations and activities;

12.1.2 to have full access to the Debtor's premises as well as the Debtor's books, records and documents in order to obtain such information on the Debtor's activities as the Trustee may consider appropriate, in its sole discretion; and

12.1.3 to examine, accept or contest any security or alleged security of any Secured Creditor or the evaluation thereof.

12.2 The rights, powers and authority set forth and enumerated in **Section 12.1** hereof are in addition to and not in lieu of all of the Trustee's rights, powers and authorities under the *BIA* and any other applicable laws.

13. Trustee

13.1 The Trustee will be the trustee under the Proposal. All monies payable to the Creditors affected by the Proposal shall be paid over to the Trustee which shall make all payments provided for hereunder (including, without limitation, payment of all Dividends), in accordance with the provisions of the Proposal.

14. Notice of Presentation of Approval Motion

14.1 Each of the Creditors and the Official Receiver are hereby given notice that, after acceptance of this Proposal by the Creditors entitled to vote and voting thereon in

accordance with the relevant provisions of the *BIA*, the Trustee and/or the Debtor will present an application to the Court (the "**Approval Motion**") for Approval;

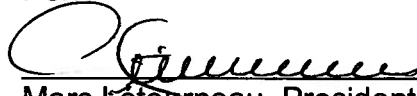
14.2 The Approval Motion will be presented before the Court in **Room 16.10** of the Palais de Justice, 1 Notre Dame Street, East, City of Montreal, Province of Québec, on **December 3, 2014 at 9 o'clock a.m.** or so soon thereafter as counsel may be heard.

14.3 The forwarding of this Proposal to the Creditors and the Official Receiver shall avail, for all purposes, as valid and proper signification and service of the Approval Motion on all of the Creditors and the Official Receiver.

Montreal, Province of Québec, Canada
this 6th day of November, 2014.

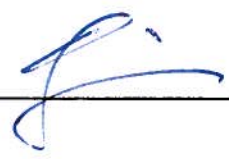
**ACCESSOIRES LA BREA INTERNATIONAL
INC.**

Per:

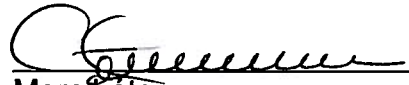


Marc Létourneau, President

WITNESS

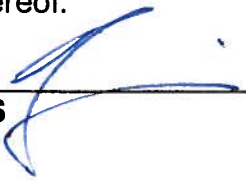


MARC LÉTOURNEAU, hereby agrees to be bound by the provisions of **Sections 7.4** and **11** hereof.



Marc Létourneau

WITNESS





Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Québec
Division No. 01 - Montreal
Court No. 500-11-046776-148
Estate No. 41-1929950

In the Matter of the Proposal of:

Accessoires La Brea International Inc
Debtor

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEIL INC**
Trustee

Date of Proposal:	November 06, 2014	Security:	\$
Meeting of Creditors:	November 25, 2014, 10:30 11 ^{ème} étage 1981 Mc Gill College Montréal, Québec Canada,		
Chair:	Syndic		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: November 07, 2014, 10:33

E-File/Dépôt Electronique

Official Receiver

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

Canada

EXHIBIT B

CANADA
Province de Québec
District de : Québec
No Division : 01-Montréal
No Cour : 500-11-046776-148
No Dossier : 41-1929950

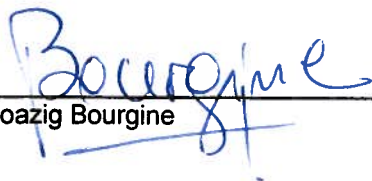
COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité


**Affidavit d'envoi
Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition**

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Je, soussignée, du cabinet de Richter Groupe Conseil Inc., 1981 McGill College, 12^e étage, Montréal, Québec, déclare et dis ce qui suit :

1. Que j'ai fait expédier, par courrier ordinaire dûment affranchi, du bureau de poste de la ville de Montréal, province de Québec, le 12 novembre 2014, à tous les créanciers connus apparaissant à la Liste de poste ci-jointe et à la liste de poste des envois supplémentaires, au dirigeant de la personne morale insolvable, ainsi qu'à la cour, les documents suivants, soit :
 - (a) l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, auquel étaient joints :
 - i. une copie de la proposition;
 - ii. un état succinct de son actif et de son passif;
 - iii. une liste des créanciers visés par la proposition et dont les réclamations se chiffrent à 250 \$ ou plus;
 - iv. un formulaire de preuve de réclamation et de procuration;
 - v. un formulaire de votation; et
 - vi. un formulaire « Sélection du mode de participation au dividende ».
 - (b) le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, et dont copies conformes desdits documents sont annexées au présent affidavit.
2. Qu'à cette même date, j'ai fait expédier, par courriel, à toutes les personnes apparaissant à la Liste des envois supplémentaires par courriel, une copie du formulaire 01.1, l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copie conforme desdits documents sont annexées au présent affidavit, et
3. Qu'à cette même date j'ai également déposé électroniquement auprès du Bureau de division l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copies des confirmations de dépôt sont jointes au présent affidavit.


Soazig Bourgine


Assermentée dans la ville de Montréal,
en la province de Québec,
le 13 novembre 2014.



Commissaire à l'assermentation pour la
province de Québec

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Directeur	Marc André Létourneau		689 av. Bloomfield Montréal QC H2V 3S2
Tribunal	Cour Supérieure du Québec - Montréal		1, rue Notre-Dame E., bur. 1.146 Montréal QC H2Y 1B6
Garanti	AGENCE DU REVENU DU CANADA		305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8
	BANQUE ROYALE DU CANADA		UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4
	MARC-ANDRE LETOURNEAU		689 AV BLOOMFIELD OUTREMONT QC H2V 3S2
	REVENU QUEBEC		SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2
Non-garanti	3928446 CANADA INC.		206-5800 ST DENIS MONTREAL QC H2S 3L5
	9139-7240 QUEBEC INC.		102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4
	AGENCE DES SERV. FRONTALIERS CDA		DEPT.DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2
	AGENCE DU REVENU DU CANADA		BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2
	AGENCE DU REVENU DU CANADA		305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8
	ALARME SENTINELLE		7260 ST-URBAIN MONTREAL QC H2R 2Y6
	AMG CREATION		NANZHOU RD, HAIZHU DIST. NO.22 MANGJIAO EAST GUANGZHOU 510290 CHINA
	B.BOX		300 RUE DE LIEGE O. MONTREAL QC H2P 1H3
	BANQUE AMEX DU CDA		CP 4500, SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1
	BANQUE DE MONTREAL, M-C		P.O. BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2
	BANQUE DEV. DU CANADA		400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7
	BARCODE APPL. SOLUTIONS		6411 EDWARDS BLVD MISSISSAUGA ON L5T 2Y3
	BELL CANADA		CASE POSTALE 8712 SUCC. CENTRE-VILLE MONTREAL QC H3C 3P6
	BELL CANADA		CTRE DE VERS.CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7
	CIBC - VISA		PO BOX 4595, STN A TORONTO ON M5W 4X9

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	CORPORATION SUN MEDIA		100-298, RUE DE MARTIGNY O. SAINT-JEROME QC J7Y 4C9
	CSST		1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1
	DOYON IZZI NIVOIX AVOCATS		501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8
	ECO ENTREPRISES QUEBEC		600-1600, BOUL. RENE-LEVESQUE O. MONTREAL QC H3H 1P9
	EMBALLAGES CIRCO INC		4215, BOUL. POIRIER ST-LAURENT QC H4R 2A4
	ENCRE ET CIE LAURENTIDES INC.		695 E , CHEMIN AVILA PIEDMONT QC J0R 1R3
	FEDERAL EXPRESS CDA LTEE		P.O. BOX 4626 STN A TORONTO ON M5W 5B4
	FOURNITURES DE BUREAU DENIS		2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2
	GLAMOUR STEEL HK		NO. 1112 MANHATTAN CENTRE, NO.8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG
	GOLD WHITE		16/F, FLAT E1, STAGE 1, TUNG CHUN IND. 9-11 CHEUNG WING ROAD KWAI CHUNG,N.T HONG KONG
	GOOD YEAR MFG		YUEN SHING INDUSTRIAL BUILDING 901-1033 YEE KUK WEST STREET KOWLOON HONG KONG
	GROUPE AST (1993) INC.		CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1
	GUANGZHOU YAZHIQI JEWELLERY CO.		INN. BLDG / SME INN. & TECHN. ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA
	GUARD-X INC.		10600 PARKWAY MONTREAL QC H1J 1R6
	HEBEST TECHN. (SHENZHEN) CO., LTD		XINHU ROAD. 82 DISTRICT BAO'AN 641,640,638,UNIT A HUAMEIJU BUS. CTR SHENZHEN CHINA
	HUNT PERSONNEL		1801-666 RUE SHERBROOKE O. MONTREAL QC H3A 1E7
	HYDRO-QUEBEC		CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6
	INCOTEL-GH IP SOLUTIONS		2397 RUE GUÉNETTE ST-LAURENT QC H4R 2E9
	LA GREAT WEST		GESTION DE VERS.COLLECTIVE C.P. 1053 WINNIPEG MB R3C 2X4
	LES MESSAGERIES SPEEDO		C.P. 234 SUCC. PLACE D'ARMES MONTREAL QC H2Y 3G7
	LIFESTYLE		ERFURTER STRASSE 3 ECHING 85386 GERMANY

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	LOGICIEL FISCAL VL INC.		950 MICHELIN LAVAL QC H7L 5C1
	LONGUE POINTE CHRYSLER		6200 BOUL. METROPOLITAIN EST MONTREAL QC H1S 1A9
	MAGNET INTELL INC.		2110 DRUMMOND MONTREAL QC H3G 1X1
	MARC-ANDRE LETOURNEAU		689 AV BLOOMFIELD OUTREMONT QC H2V 3S2
	MEDIAS TRANSCONT. S.E.N.C.		107-710, RUE BOUVIER QUEBEC QC G2J 1C2
	MEDIAS TRANSCONT. S.E.N.C.		SERV. DE L'APPL. DES PAIEMENTS 400 AVE. SAINTE CROIX, BUR.EST ST-LAURENT QC H4N 3L4
	MICHEL COURNOYER CPA INC.		202-601, RUE ADONCOUR LONGUEUIL QC J4G 2M6
	OGILVY & OGILVY		550-4150 RUE STE-CATHERINE O. WESTMOUNT QC H3Z 2Y5
	POSTES CANADA		2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7
	PRESTIGE & FANCY		8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7
	PRO SERI INC.		310 - 2050 DANDURAND MONTREAL QC H2G 1Y9
	REVENU QUEBEC		SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2
	ROGERS		333 BLOOR STREET EAST TORONTO ON M4W 1G9
	SHUI RUN INDUSTRIAL LTD		FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N.T. HONG KONG
	SODA JEWELLERY CO., LTD		F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG
	SOLISCO IMPRIMEURS -PRINTERS		120, 10E RUE SCOTT QUEBEC QC G0S 3G0
	STS MAINTENANCE		401-2121, RUE CRESCENT MONTREAL QC H3R 2C1
	TECSYS INC.		501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4
	TRANSPORT FRONTIERE		C.P. BOX 1056 HEMMINGFORD QC J0L 1H0
	TRIMEX WAREHOUSING & DIST.		PO BOX 219 2330 STATE RT. 11 MOOERS NY 12958 USA
	TUTIMA (GERMANY)		POSTFACH 1153, D-27770 GANDERKESEE GERMANY
	TUTIMA (H.K.)LTD		14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG
	UNITED ART METALS FACTORY LTD		UNIT D, 6/F.,MAI TAK IND. BLDG 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	UPS		P.O. BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA
	UPS SCS inc.		PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9
	UPS SUPPLY CHAIN SOL., INC.		28013 NETWORK PLACE CHICAGO IL 60673-1280 USA
	V. BOUTIN EXPRESS INC.		1397, SAVOIE PLESSISVILLE QC G9L 1J8

Liste de poste des envois supplémentaires

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.**

AGENCE DU REVENU DU CANADA
CENTRE D'ARRIVAGE REGIONAL EN INSOLVABILITE
25, RUE DES FORGES, BUREAU 111
TROIS-RIVIERES QC G9A 2G4

COMMISSION DES NORMES DU TRAVAIL
A/S JEAN-GUY LABERGE, SERV. SURVEILLANCE
500, RENÉ-LÉVESQUE O., 26 ÉTAGE
MONTRÉAL (QUÉBEC) H2Z 2A5

CSST
1, COMPLEXE DESJARDINS
TOUR SUD, SUCC. DESJARDINS
MONTRÉAL QC H5B 1H1

DUN & BRADSTREET DU CANADA LTÉE
705-715 SQUARE VICTORIA
MONTRÉAL QC H2Y 2H7

EDC-EXPORT DEVELOPMENT CANADA
151 O'CONNOR
OTTAWA ON K1A 1K3

EULER HERMES
1155 RENÉ-LÉVESQUE O.
BUREAU 2810
MONTRÉAL QC H3B 2L2

GAZ MÉTROPOLITAIN
1717, RUE DU HAVRE
MONTRÉAL QC H2K 2X3

HYDRO-QUÉBEC
BUREAU DU RECOUVREMENT
140, CRÉMAZIE O., 1^{ER} ÉTAGE
MONTRÉAL QC H2P 1C3

REVENU QUÉBEC
DIRECTION RÉGIONALE DU RECOUVREMENT
DE LA CAPITALE-NATIONALE ET AUTRES RÉGIONS
1265 BOUL CHAREST OUEST - SECTEUR C65-6I
QUÉBEC QC G1N 4V5

REVENU QUÉBEC
DIRECTION RÉGIONALE DU RECOUVREMENT DE MONTRÉAL
1600 RENÉ-LÉVESQUE OUEST-3^È ÉTAGE
SECTEUR R23-CPF
MONTRÉAL QC H3H 2V2

RICHTER

CANADA
Province de Québec
District de : Québec
No division : 01-Montréal
No cour : 500-11-046776-148
No dossier : 41-1929950

COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

**Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(article 51 et alinéa 58(b) de la Loi)**

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Avis est donné qu'Accessoires La Brea International Inc., de la ville de Montréal en la province de Québec, a déposé une proposition entre nos mains, en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus vous trouverez une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition.

Une assemblée générale des créanciers sera tenue aux bureaux de Richter Groupe Conseil Inc., 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6, le 25 novembre 2014 à 10 h 30.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la proposition, telle que formulée ou telle que modifiée à l'assemblée. Si la proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

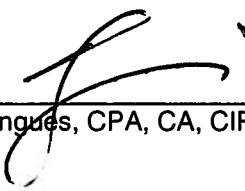
Avis est donné que, si la proposition est acceptée à l'assemblée générale des créanciers qui sera tenue le 25 novembre 2014 à 10 h 30, une demande sera faite au tribunal, Cour Supérieure du Québec – Montréal, 1, rue Notre-Dame E., Salle 16.10, Montréal QC H2Y 1B6, le 3 décembre 2014, à 9 heures, en vue de faire approuver la proposition d'Accessoires La Brea International Inc.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remis au préalable.

Conformément à la proposition, les Créanciers visés ont un choix relativement à la distribution des dividendes, dont ils peuvent se prévaloir en complétant et en retournant le formulaire **Sélection du mode de participation au dividende** ci-joint au syndic.

Daté le 12 novembre 2014, à Montréal en la province de Québec.

Richter Groupe Conseil Inc.
Syndic agissant *in re* la proposition de
Accessoires La Brea International Inc.


Benoit Gingras, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(English – over)



RICHTER

CANADA
Province of Quebec
District of: Quebec
Division No. 01-Montréal
Court No. 500-11-046776-148
Estate No. 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

**Notice of Proposal to Creditors and
Notice of Hearing of Application for Court Approval of Proposal**
(Section 51 and Paragraph 58(b) of the Act)

**In the Matter of the Proposal of
Accessoires La Brea International Inc.
Of the City of Montréal
In the Province of Quebec**

Take notice that Accessoires La Brea International Inc. of the City of Montréal, in the Province of Quebec, has lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets and liabilities and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at the offices of Richter Advisory Group Inc., 1981 McGill College, 11th Floor, Montréal QC H3A 0G6 on November 25, 2014 at 10:30 A.M.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Take notice that, if the proposal is accepted by the creditors at a meeting held on November 25, 2014 at 10:30 A.M., an application will be made to the court, Superior Court of Québec – Montréal, 1 Notre-Dame E., Room 16.10, Montréal QC H2Y 1B6, on December 3, 2014 at 9:00 A.M. to approve the proposal of Accessoires La Brea International Inc.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

As stated in the Proposal, the affected Creditors have a dividend distribution option that they can exercise by filling and returning the enclosed ***Selection of the type of Dividend Participation*** form to the Trustee.

Dated at Montréal in the Province of Québec, on November 12, 2014.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Accessoires La Brea International Inc.


Benoit Gingues, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
claims@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(français - recto)



District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

Original Amended

- Form 78 -
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of
 Accessoires La Brea International Inc.
 Of the City of Montréal
 In the Province of Quebec

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 6th day of November 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	2,047,348.91
Balance of secured claims as per list "B"	545,309.15
Total unsecured creditors	2,592,658.06
2. Secured creditors as per list "B"	114,423.00
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	2,707,081.06
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	10,000.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	60,763.00
Doubtful	55,061.00
Bad	1,157,009.00
Estimated to produce	60,763.00
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
5. Deposits in financial institutions	0.00
6. Cash	28,810.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	14,850.00
15. Other property, as per list "H"	0.00


If debtor is a corporation, add:

Amount of subscribed capital	1,261,917.61
Amount paid on capital	0.00
Balance subscribed and unpaid	1,261,917.61
Estimated to produce	0.00
Total assets	114,423.00
Deficiency	2,592,658.06

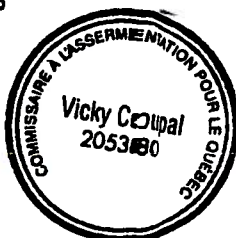
I, Marc André Létoumeau, of the City of Montréal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 6th day of November 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the City of Montréal in the Province of Quebec, on this 6th day of November 2014.


 Vicky Coupal, Commissioner of Oaths
 For the Province of Quebec
 Expires Sep. 18/2016


 Marc André Létoumeau



District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-046776-148
 No dossier: 41-1929950

original modifié

TRADUCTION

FORMULAIRE 78
 Bilan - proposition déposée par une entité
 (paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Dans l'affaire de la proposition de
 Accessoires La Brea International Inc.
 de la ville de Montréal
 en la province de Québec

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 6 novembre 2014. Une fois rempli, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF (tel que déclaré et estimé par l'officier)		ACTIF (tel que déclaré et estimé par l'officier)	
1. Créanciers non garantis: voir liste A	2,047,348.91	1. Inventaire	10,000.00
Équilibre de réclamations garantis: voir liste "B"	545,309.15	2. Aménagements	0.00
Créanciers non garantis total.	2,592,658.06	3. Comptes à recevoir et autres créances: voir liste E	
2. Créanciers garantis: voir liste B	114,423.00	Bonnes	60,763.00
3. Créanciers privilégiés: voir liste C	0.00	Douteuses	55,061.00
4. Dettes éventuelles, réclamations de fiduciaire ou autres (voir liste D) pouvant être réclamées pour une somme de ...	0.00	Mauvaises	1,157,009.00
Total du passif	2,707,081.06	Estimation des créances qui peuvent être réalisées	60,763.00
Surplus	NIL	4. Lettres de change, billets à ordre, etc., voir liste F	0.00
		5. Dépôts en institutions financières	0.00
		6. Espèces	28,810.00
		7. Bétail	0.00
		8. Machines, outillage et installation	0.00
		9. Immeubles et biens réels: voir liste G	0.00
		10. Ameublement	0.00
		11. REER, FERR, Assurances-vie etc	0.00
		12. Valeurs mobilières (actions, obligations, débiteures etc.	0.00
		13. Droits en vertu de testaments	0.00
		14. Véhicules	14,850.00
		15. Autres biens: voir liste H	0.00
		Si le débiteur est une personne morale, ajoutez :	
		Montant du capital souscrit	1,261,917.61
		Montant du capital payé	0.00
		Solde souscrit et impayé	1,261,917.61
		Estimation du solde qui peut être réalisé	0.00
		Total de l'actif	114,423.00
		Déficit	2,592,658.06

Je, Marc André Létourneau, de Montréal en la province de Québec, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de mes affaires en ce 6 novembre 2014, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou déclaré solennellement)
 devant moi le 6 novembre 2014, à Montréal en la province de Québec.

 Vicky Coupal, Commissaire à l'Assermentation
 pour la province de Québec
 Expire le 18 sep 2016

(Signed)

 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	3928446 CANADA INC.	206-5800 ST DENIS MONTREAL QC H2S 3L5	96,924.63	0.00	96,924.63
2	9139-7240 QUEBEC INC.	102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4	3,712.55	0.00	3,712.55
3	AGENCE DES SERV. FRONTALIERS CDA	DEPT.DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2	103,570.69	0.00	103,570.69
4	AGENCE DU REVENU DU CANADA	BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2	103,623.76	0.00	103,623.76
5	AGENCE DU REVENU DU CANADA	305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8	3,018.47	0.00	3,018.47
6	ALARME SENTINELLE	7260 ST-URBAIN MONTREAL QC H2R 2Y6	379.75	0.00	379.75
7	AMG CREATION	NANZHOU RD, HAIZHU DIST. NO.22 MANGJIAO EAST GUANGZHOU 510290 CHINA	8,719.23	0.00	8,719.23
8	B.BOX	300 RUE DE LIEGE O. MONTREAL QC H2P 1H3	393.21	0.00	393.21
9	BANQUE AMEX DU CDA	CP 4500, SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1	17,155.04	0.00	17,155.04
10	BANQUE DE MONTREAL, M-C	P.O. BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2	25,193.76	0.00	25,193.76
11	BANQUE DEV. DU CANADA	400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7	33,154.97	0.00	33,154.97
12	BARCODE APPL SOLUTIONS	6411 EDWARDS BLVD MISSISSAUGA ON L5T 2Y3	1,875.80	0.00	1,875.80
13	BELL CANADA	CASE POSTALE 8712 SUCC. CENTRE-VILLE MONTREAL QC H3C 3P6	6,970.39	0.00	6,970.39
14	BELL CANADA	CTRE DE VERS.CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7	925.85	0.00	925.85
15	CIBC - VISA	PO BOX 4595, STN A TORONTO ON M5W 4X9	30,332.68	0.00	30,332.68
16	CORPORATION SUN MEDIA	100-298, RUE DE MARTIGNY O. SAINT-JEROME QC J7Y 4C9	9,833.61	0.00	9,833.61
17	CSST	1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1	2,500.00	0.00	2,500.00
18	DOYON IZZI NIVOIX AVOCATS	501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8	6,480.51	0.00	6,480.51
19	ECO ENTREPRISES QUEBEC	600-1600, BOUL.RENE-LEVESQUE O. MONTREAL QC H3H 1P9	15,233.74	0.00	15,233.74
20	EMBALLAGES CIRCO INC	4215, BOUL POIRIER ST-LAURENT QC H4R 2A4	555.73	0.00	555.73
21	ENCRE ET CIE LAURENTIDES INC.	695 E , CHEMIN AVILA PIEDMONT QC J0R 1R3	2,251.76	0.00	2,251.76

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	FEDERAL EXPRESS CDA LTEE	P.O. BOX 4626 STN A TORONTO ON M5W 5B4	181.78	0.00	181.78
23	FOURNITURES DE BUREAU DENIS	2990 BOUL LE CORBUSIER LAVAL QC H7L 3M2	938.13	0.00	938.13
24	GLAMOUR STEEL HK	NO. 1112 MANHATTAN CENTRE, NO.8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG	4,414.62	0.00	4,414.62
25	GOLD WHITE	16/F, FLAT E1, STAGE 1, TUNG CHUN IND. 9-11 CHEUNG WING ROAD KWAI CHUNG, N.T HONG KONG	23,984.58	0.00	23,984.58
26	GOOD YEAR MFG	YUEN SHING INDUSTRIAL BUILDING 901-1033 YEE KUK WEST STREET KOWLOON HONG KONG	7,748.37	0.00	7,748.37
27	GROUPE AST (1993) INC.	CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1	574.88	0.00	574.88
28	GUANGZHOU YAZHIQI JEWELLERY CO.	INN. BLDG / SME INN. & TECHN. ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA	12,974.77	0.00	12,974.77
29	GUARD-X INC.	10600 PARKWAY MONTREAL QC H1J 1R6	945.52	0.00	945.52
30	HEBEST TECHN. (SHENZHEN) CO., LTD	XINHU ROAD, 82 DISTRICT BAO'AN 641640,638,UNIT A HUAMEIJU BUS. CTR SHENZHEN CHINA	16,033.34	0.00	16,033.34
31	HUNT PERSONNEL	1801-666 RUE SHERBROOKE O. MONTREAL QC H3A 1E7	14,744.30	0.00	14,744.30
32	HYDRO-QUEBEC	CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6	921.53	0.00	921.53
33	INCOTEL-GH IP SOLUTIONS	2397 RUE GUENETTE ST-LAURENT QC H4R 2E9	65.54	0.00	65.54
34	LA GREAT WEST	GESTION DE VERS.COLLECTIVE C.P. 1053 WINNIPEG MB R3C 2X4	1,969.02	0.00	1,969.02
35	LES MESSAGERIES SPEEDO	C.P. 234 SUCC. PLACE D'ARMES MONTREAL QC H2Y 3G7	152.25	0.00	152.25
36	LIFESTYLE	ERFURTER STRASSE 3 ECHING 85386 GERMANY	100.21	0.00	100.21
37	LOGICIEL FISCAL VL INC.	950 MICHELIN LAVAL QC H7L 5C1	525.09	0.00	525.09
38	LONGUE POINTE CHRYSLER	6200 BOUL. METROPOLITAIN EST MONTREAL QC H1S 1A9	3,272.76	0.00	3,272.76
39	MAGNET INTELL INC.	2110 DRUMMOND MONTREAL QC H3G 1X1	1,895.43	0.00	1,895.43
40	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	1,261,917.61	545,309.15	1,807,226.76
41	MEDIAS TRANSCONT. S.E.N.C.	107-710, RUE BOUVIER QUEBEC QC G2J 1C2	2,874.38	0.00	2,874.38
42	MEDIAS TRANSCONT. S.E.N.C.	SERV. DE L'APPL. DES PAIEMENTS 400 AVE. SAINTE CROIX, BUREST ST-LAURENT QC H4N 3L4	1,187.00	0.00	1,187.00

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 - Continued

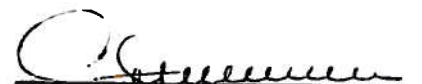
List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
43	MICHEL COURNOYER CPA INC.	202-601 RUE ADONCOUR LONGUEUIL QC J4G 2M6	13,797.00	0.00	13,797.00
44	OGILVY & OGILVY	550-4150 RUE STE-CATHERINE O. WESTMOUNT QC H3Z 2Y5	1,390.09	0.00	1,390.09
45	POSTES CANADA	2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7	3,649.51	0.00	3,649.51
46	PRESTIGE & FANCY	8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7	1,286.29	0.00	1,286.29
47	PRO SERI INC.	310 - 2050 DANDURAND MONTREAL QC H2G 1Y9	172.47	0.00	172.47
48	REVENU QUEBEC	SECTEUR R23CPF, 3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2	15,426.77	0.00	15,426.77
49	ROGERS	333 BLOOR STREET EAST TORONTO ON M4W 1G9	104.68	0.00	104.68
50	SHUI RUN INDUSTRIAL LTD	FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N.T. HONG KONG	2,553.38	0.00	2,553.38
51	SODA JEWELLERY CO., LTD	F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG	5,793.99	0.00	5,793.99
52	SOLISCO IMPRIMEURS -PRINTERS	120, 10E RUE SCOTT QUEBEC QC G0S 3G0	111,178.18	0.00	111,178.18
53	STS MAINTENANCE	401-2121, RUE CRESCENT MONTREAL QC H3G 2C1	824.26	0.00	824.26
54	TECSYS INC.	501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4	4,806.30	0.00	4,806.30
55	TRANSPORT FRONTIERE	C.P. BOX 1056 HEMMINGFORD QC J0L 1H0	1,182.17	0.00	1,182.17
56	TRIMEX WAREHOUSING & DIST.	PO BOX 219 2330 STATE RT. 11 MOOERS NY 12958 USA	4,025.50	0.00	4,025.50
57	TUTIMA (GERMANY)	POSTFACH 1153, D-27770 GANDERKESEE GERMANY	3,472.34	0.00	3,472.34
58	TUTIMA (H.K.) LTD	14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG	34,526.40	0.00	34,526.40
59	UNITED ART METALS FACTORY LTD	UNIT D, 6/F., MAI TAK IND. BLDG 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG	10,080.88	0.00	10,080.88
60	UPS	P.O. BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA	995.48	0.00	995.48
61	UPS SCS Inc.	PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9	1,450.02	0.00	1,450.02
62	UPS SUPPLY CHAIN SOL., INC.	28013 NETWORK PLACE CHICAGO IL 60673-1280 USA	41.86	0.00	41.86
63	V. BOUTIN EXPRESS INC.	1397, SAVOIE PLESSISVILLE QC G9L 1J8	364.10	0.00	364.10
Total:			2,047,348.91	545,309.15	2,592,658.06

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "B"
 Secured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	AGENCE DU REVENU DU CANADA	305, BOUL RENE-LEVESQUE O MONTREAL QC H2Z 1A8	17,502.87	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 17,502.87 0.00 0.00		
2	BANQUE ROYALE DU CANADA	UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4	3,087.00	Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		3,087.00		
3	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	610,644.00	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		10,000.00 0.00 43,571.85 11,763.00		545,309.15
4	REVENU QUEBEC	SECTEUR R23CPF,3E ETAGE 1600, BOUL RENE-LEVESQUE O MONTREAL QC H3H 2V2	28,498.28	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 11,307.13 17,191.15 0.00		
Total			659,732.15			114,423.00	0.00	545,309.15

06-Nov-2014

Date


 Marc André Létourneau

RICHTER

CETTE FEUILLE DE RENSEIGNEMENTS EST FOURNIE AFIN DE VOUS AIDER À REMPLIR LE FORMULAIRE DE PREUVE DE RÉCLAMATION

- La preuve de réclamation doit être signée par l'individu qui la remplit.
- La signature du réclamant doit être attestée.
- Indiquer l'adresse complète (incluant le code postal) où tout avis et correspondance doivent être expédiés.
- Le montant sur le relevé de compte doit correspondre au montant réclamé sur la preuve de réclamation.

PARAGRAPHE 1 DE LA PREUVE DE RÉCLAMATION

- Si la personne qui complète la preuve de réclamation n'est pas le créancier lui-même, elle doit préciser son poste ou sa fonction.
- Le créancier doit déclarer la raison sociale complète de la compagnie ou du réclamant.

PARAGRAPHE 3 DE LA PREUVE DE RÉCLAMATION

- Un relevé de compte détaillé doit accompagner la preuve de réclamation et doit refléter les date, numéro de facture et montant de chaque facture ou charge, ainsi que les date, numéro et montant de tout crédit ou paiement. Un relevé de compte sera considéré comme incomplet si ce dernier commence avec un solde d'ouverture. Le créancier doit également indiquer ses adresse postale, numéro de téléphone, numéro de télécopieur et adresse électronique.

PARAGRAPHE 4 DE LA PREUVE DE RÉCLAMATION

- Un créancier non garanti (sous-paragraphe A) doit cocher ce qui s'applique en indiquant s'il revendique ou non un droit à un rang prioritaire en vertu de l'article 136 de la Loi sur la faillite et l'insolvabilité.
- Un créancier à titre de locateur suite à la résiliation d'un bail doit compléter le sous-paragraphe B et joindre tous les détails et les calculs.
- Un créancier garanti doit compléter le sous-paragraphe C et joindre les documents de garantie.
- Un agriculteur, un pêcheur ou un aquiculteur doit compléter le sous-paragraphe D.
- Un salarié doit compléter le sous-paragraphe E, le cas échéant.
- La partie F doit être complétée relativement à un régime de pension.
- Un créancier ayant une réclamation contre les administrateurs, lorsqu'une proposition le prévoit, doit compléter le sous-paragraphe G et y joindre tous les détails et les calculs.
- Un client d'un courtier en valeurs mobilières failli doit compléter le sous-paragraphe H.

PARAGRAPHE 5 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit indiquer s'il est ou n'est pas lié au débiteur, au sens de la définition de la Loi sur la faillite et l'insolvabilité, en rayant ce qui n'est pas applicable.

PARAGRAPHE 6 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit fournir une liste détaillée de tous les paiements reçus et/ou crédits accordés, soit :
 - a) au cours des trois mois précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur ne sont pas liés;
 - b) au cours des douze mois précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur sont liés.

PROCURATION

- a) un créancier peut voter en personne ou par procuration;
- b) une débitrice ne peut être nommée à titre de fondée de pouvoir pour voter à toute assemblée des créanciers;
- c) le syndic peut être désigné à titre de fondé de pouvoir pour le bénéfice de tout créancier;
- d) afin qu'une personne dûment autorisée ait le droit de voter, elle doit elle-même être créancière ou détentrice d'une procuration dûment exécutée. Le nom du créancier doit apparaître sur la procuration.

T. 514.934.3400
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Montréal, Toronto

(English - Over)



RICHTER

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM FORM

- The proof of claim must be signed by the individual completing the form.
- The signature of the claimant must be witnessed.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- If the individual completing the proof of claim is not the creditor himself, he must state his position or title.
- The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaim of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- A farmer, fisherman or aquaculturist must complete subparagraph (D).
- A wage earner must complete subparagraph (E), if applicable.
- Section F must be completed with regard to a pension plan.
- A claim against director(s) (subparagraph (G)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- A customer of a bankrupt securities firm must complete subparagraph (H).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she is or is not related to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.

PROXY

- a) A creditor may vote either in person or by proxy;
- b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
- c) The Trustee may be appointed as a proxy for any creditor;
- d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

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Montréal, Toronto

(français – recto)



RICHTER

PREUVE DE RÉCLAMATION

(articles 50.1, 81.5 et 81.6, paragraphes 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2) et 128(1) et alinéas 51(1)e) et 66.14b) de la Loi)

Expédier tout avis ou toute correspondance concernant la présente réclamation à l'adresse suivante :

Dans l'affaire de la proposition de **Accessoires La Brea International Inc.** de la ville de Montréal, province de Québec, et de la réclamation de

_____, créancier.

Je soussigné, _____ (nom du créancier ou du représentant du créancier), de _____ (ville et province), certifie ce qui suit :

1. Je suis le créancier du débiteur susnommé (ou je suis _____ (préciser le poste ou la fonction) de _____ (nom du créancier ou de son représentant)).

2. Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.

3. Le débiteur était, à la date de la Proposition, soit le 6 novembre 2014, endetté envers le créancier et l'est toujours, pour la somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle le débiteur a droit. (L'état de compte ou l'affidavit annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.)

4. (Cochez la catégorie qui s'applique et remplissez les parties requises.)

A. RÉCLAMATION NON GARANTIE AU MONTANT DE _____ \$
(Autre qu'une réclamation d'un client visée par l'article 262 de la Loi)

En ce qui concerne cette créance, je ne détiens aucun avoir du débiteur à titre de garantie et :
(Cochez ce qui s'applique.)

pour le montant de _____ \$, je ne revendique aucun droit à un rang prioritaire.
(« Créancier chirographaire »)

pour le montant de _____ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi.
(« Créancier privilégié »)

(Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)

B. RÉCLAMATION DU LOCATEUR SUITE À LA RÉSILIATION D'UN BAIL, AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 65.2(4) de la Loi, dont les détails sont mentionnés ci-après.
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

C. RÉCLAMATION GARANTIE AU MONTANT DE _____ \$

En ce qui concerne la créance susmentionnée, je détiens des avoirs du débiteur à titre de garantie, dont la valeur estimative s'élève à _____ \$ et dont les détails sont mentionnés ci-après :

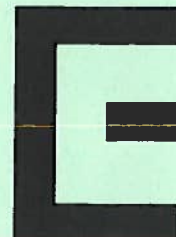
(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexez une copie des documents relatifs à la garantie.)

D. RÉCLAMATION D'UN AGRICULTEUR, D'UN PÊCHEUR OU D'UN AQUICULTEUR AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 81.2 (1) pour la somme impayée de _____ \$
(Veuillez joindre une copie de l'acte de vente et des reçus de livraison.)

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- E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE _____ \$
- J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi au montant de _____ \$
- J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi au montant de _____ \$
- F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE _____ \$
- J'ai une réclamation en vertu du paragraphe 81.5 de la Loi au montant de _____ \$
- J'ai une réclamation en vertu du paragraphe 81.6 de la Loi au montant de _____ \$
- G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE _____ \$
(A remplir lorsque la proposition vise une transaction quant à une réclamation contre les administrateurs.)
J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)
- H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE _____ \$
J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

5. Au meilleur de ma connaissance, je suis lié (ou le créancier susnommé est lié) (ou je ne suis pas lié ou le créancier susnommé n'est pas lié) au débiteur selon l'article 4 de la Loi, et j'ai (ou le créancier susnommé a) (ou je n'ai pas ou le créancier susnommé n'a pas) un lien de dépendance avec le débiteur.

6. Les montants suivants constituent les paiements que j'ai reçus du débiteur, les crédits que j'ai attribués à celui-ci et les opérations sous-évaluées selon le paragraphe 2(1) de la Loi auxquelles j'ai contribué ou été partie intéressée au cours des trois mois (ou, si le créancier et le débiteur sont des « personnes liées » au sens du paragraphe 4 de la Loi ou ont un lien de dépendance, au cours des 12 mois) précédant immédiatement l'ouverture de la faillite, telle que définie au paragraphe 2(1) de la Loi. (Donnez les détails de s paiements, des crédits et des opérations sous-évaluées.)

Daté le _____, à _____.

Signature du créancier

Signature du témoin

Numéro de téléphone : _____

Numéro de télécopieur : _____

Adresse électronique : _____

REMARQUE : Si un affidavit est joint au présent formulaire, il doit avoir été fait devant une personne autorisée à recevoir des affidavits.

AVERTISSEMENTS : Le syndic peut, en vertu du paragraphe 128(3) de la Loi, racheter une garantie sur paiement au créancier garanti de la créance ou de la valeur de la garantie telle qu'elle a été fixée par le créancier garanti dans la preuve de garantie.

Le paragraphe 201(1) de la Loi prévoit l'imposition de peines sévères en cas de présentation de réclamations, de preuves, de déclarations ou d'états de compte qui sont faux.

FORMULAIRE DE PROCURATION

(paragraphe 102(2) et alinéas 51(1)e) et 66.15(3)b) de la Loi)

Dans l'affaire de la proposition de **Accessoires La Brea International Inc.**

Je, _____, de _____
(nom du créancier) (nom du village ou de la ville)

créancier dans l'affaire susmentionnée, nomme _____ de _____,

mon fondé de pouvoir à tous égards dans l'affaire susmentionnée, sauf la réception de dividendes, celui-ci _____
(étant ou n'étant pas) habilité à nommer un autre fondé de pouvoir à sa place.

Daté le _____, à _____.

Signature du créancier

Par : _____
Nom et titre du signataire autorisé

Signature du témoin

RICHTER

PROOF OF CLAIM

(Section 50.1, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

In the Matter of the Proposal of **Accessoires La Brea International Inc.** of the City of Montréal, Province of Quebec, and the claim of

_____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor).
2. That I have knowledge of all of the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Proposal, namely November 6, 2014, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. Check and complete appropriate category
 - A. UNSECURED CLAIM OF \$ _____
(Other than as a customer contemplated by Section 262 of the Act)
That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description)
 - Regarding the amount of \$ _____, I do not claim a right to a priority.
("Ordinary Creditor")
 - Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.
("Preferred Creditor")
(Set out on an attached sheet details to support priority claim)
 - B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)
 - C. SECURED CLAIM OF \$ _____
That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)
 - D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts).

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- E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
 - That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

- G. CLAIM AGAINST DIRECTOR \$ _____
(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (provide details of payments, credits and transfers at undervalue)

Dated at _____, this _____ day of _____

Signature of creditor

Signature of witness

Telephone number: _____ Fax number: _____

E-mail address: _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

PROXY

(Subsection 102(2) and paragraphs 51(1)e) and 66.15(3)b) of the Act)

In the Matter of the Proposal of **Accessoires La Brea International Inc.**

I, _____, of _____
(name of creditor) (name of town or city)

a creditor in the above matter, hereby appoint _____ of _____
to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____

Signature of creditor

Per: _____
Name and Title of Signing Officer

Signature of witness

RICHTER

CANADA

Province de Québec

District de : Québec

No division : 01-Montréal

No cour : 500-11-046776-148

No dossier : 41-1929950

COUR SUPÉRIEURE

(Chambre commerciale)

Loi sur la faillite et l'insolvabilité

FORMULAIRE DE VOTATION (proposition déposée en vertu de la section I) (alinéa 51(1)f) de la Loi)

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.

Je, _____, créancier
(ou Je, _____, représentant de _____ créancier)
de _____ (nom de la ville), créancier dans l'affaire susmentionnée à l'égard de la
somme de _____ \$, demande au syndic agissant relativement à la proposition de
Accessoires La Brea International Inc., de consigner mon vote _____ (en faveur de ou
contre) l'acceptation de la proposition faite le 6 novembre 2014.

Daté le ___ jour de _____ 201___, à _____.

Nom du créancier (personne physique)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne physique)

Signature du témoin

- OU -

Nom du créancier (personne morale)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne morale)

Signature du témoin

Nom et titre du signataire autorisé
(Veuillez écrire en lettres moulées)

RICHTER

CANADA
Province of Québec
District of: Québec
Division No.: 01-Montréal
Court No.: 500-11-046776-148
Estate No.: 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

**VOTING LETTER
(Division 1 Proposal)
(Paragraph 51(1)f) of the Act)**

**In the Matter of the Proposal of
Accessoires La Brea International Inc.**

I, _____, creditor
(or I, _____, representative of _____, creditor)
of _____ (name of city), a creditor in the above matter for the sum of
\$ _____, hereby request the trustee acting with respect to the proposal of **Accessoires La Brea
International Inc.** to record my vote _____ (for or against) the acceptance of the proposal as made on
November 6, 2014.

Dated at _____, this _____ day of _____ 201_____.

Name of Individual Creditor (Please print)

Signature of Individual Creditor

Signature of Witness

- OR -

Name of Corporate Creditor (Please print)

Signature of Corporate Creditor

Signature of Witness

Name and Title of Signing Officer (Please print)

RICHTER

SÉLECTION DU MODE DE PARTICIPATION AU DIVIDENDE Dans l'affaire de la participation de Accessoires La Brea International Inc.

Conformément à la proposition, les Créanciers visés ont le choix qui suit relativement à la distribution des dividendes :

Option A

- Tout créancier visé peut choisir par écrit de recevoir le moindre de 500,00 \$ ou le montant de sa réclamation non garantie ou il peut faire le choix de réduire irrévocablement et inconditionnellement sa créance visée à 500,00 \$.

Option B

- Tout créancier non garanti peut choisir de partager, au pro rata.

Pour faire ce choix, un créancier doit aviser le syndic par écrit en remplissant le formulaire « **Sélection du mode de participation au dividende** » en tout temps avant le 15^e jour précédant immédiatement l'homologation.

Les créanciers qui ne transmettent pas le formulaire « **Sélection du mode de participation au dividende** » seront considérés comme des créanciers ayant choisi l'Option B.

Je, _____
(nom du créancier)

de _____
(adresse, ville, province)

(ou Je, _____, de _____
(nom du représentant du créancier) (nom de la ville)

(précisez le poste ou la fonction) (signature du créancier)

choisis l'option :

Option A: Paiement d'un dividende correspondant au moindre de cinq cent dollars (500,00 \$) ou le montant de la réclamation non garantie.

Dans le cas où le montant de la réclamation non garantie est supérieur à 500,00 \$, je comprends que le montant de la réclamation non garantie sera réputée, à toutes fins, avoir été irrévocablement et inconditionnellement réduite à 500,00 \$ et que je serai réputé, ou le créancier que je représente sera réputé, avoir renoncé irrévocablement et inconditionnellement à tous droits de déposer toute autre preuve de réclamation ou de participer à tous dividendes futurs au titre de la réclamation non garantie.

- OU -

Option B Quote-part, au pro rata, des dividendes prévus dans la proposition.

Fait à _____ ce _____ jour de _____ 201__.

Témoin

Signature du créancier à titre particulier

- OU -

Nom du créancier qui est une personne morale

Témoin

Signature du signataire autorisé

Nom et titre du signataire autorisé

RICHTER

SELECTION OF THE TYPE OF DIVIDEND PARTICIPATION In the Matter of the Proposal of Accessoires La Brea International Inc.

As stated in the Proposal, the affected Creditors have the following dividend distribution option:

Option A

- Any Ordinary Creditor may elect in writing to receive the lesser of \$500.00 or the amount of its Ordinary Claim or to irrevocably and unconditionally reduce such Ordinary Claim to \$500.00. The Creditors exercising this choice are designated as "Electing Creditors" in the Proposal.

Option B

- Any Ordinary Creditor may choose to share, on a pro rata basis.

In order to make this choice, a creditor must notify the Trustee in writing, by submitting the "**Selection of the type of Dividend Participation**" at any time prior to the 15th day immediately following Approval.

The creditors who do not file the "**Selection of the type of Dividend Participation**" form will be deemed to have selected Option B.

I, _____
(name of creditor)
of _____
(address, city, province)
(or I, _____, of _____
(name of the creditor's representative) (name of the city)

(title and function) (signature of the creditor)

Do hereby choose:

- Option A:** A one-time payment corresponding to the lesser of five hundred dollars (\$500.00) or the amount of the Ordinary Claim.

In the case where the amount of the Ordinary Claim is greater than \$500.00, I understand that the amount of the Ordinary Claim shall be deemed to have been irrevocably and unconditionally reduced to \$500.00 and that I, or the creditor I represent, will be deemed to have irrevocably and unconditionally waived and renounced to any rights to file any other proof of claim or to participate in any further dividends in connection with the Ordinary Claim.

- OR -

- Option B** Pro rata share of dividends in accordance with the Proposal.

Dated at _____ this ____ day of _____ 201 ____.

Witness

Signature of individual creditor

- OR -

Name of corporate creditor

Witness

Signature of signing officer

Name and title of signing officer

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

IN THE MATTER OF THE PROPOSAL
OF:

NO: 500-11-●-●
ESTATE NO.: 41-●

ACCESSOIRES LA BREA
INTERNATIONAL INC.

Debtor

PROPOSAL

ACCESSOIRES LA BREA INTERNATIONAL INC. (the "Debtor"), hereby submits the following Proposal under the *BIA*:

1. Definitions and Interpretation

1.1 In addition to words and terms otherwise defined herein, whenever used herein:

1.1.1 "Approval" means:

(a) acceptance of the Proposal by all Creditors entitled to vote and voting thereon in accordance with the relevant provisions of the *BIA*; and

(b) approval of the Proposal by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn;

1.1.2 "Approval Motion" has the meaning set forth in **Section 14.1** hereof;

1.1.3 "*BIA*" means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;

1.1.4 "Committee" has the meaning set forth in **Section 9** hereof;

1.1.5 "Court" means the Commercial Division of the Quebec Superior Court for the District of Montreal, sitting as the "court" as envisaged and defined in **Section 2(1)** *BIA* and includes any Justice thereof or, if applicable, the Registrar or any Deputy Registrar thereof;

1.1.6 "Creditors" mean all the creditors affected by the Proposal, namely the Crown, the Preferred Creditors, the Employee Creditors, and the Ordinary Creditors (including the Electing Creditors) and "Creditor" means any of them. All other creditors of the Debtor (including, without limitation, all Secured

Creditors to the extent of their Secured Claims) shall not be, in any manner whatsoever, affected or bound by the Proposal;

1.1.7 "Crown" means Her Majesty in Right of Canada or in right of any Province of Canada;

1.1.8 "Crown Claims" mean all Proven claims of the Crown as set forth and described in Section 60(1.1) *BIA*, which were outstanding on the Proposal Date, and **"Crown Claim"** means any of them;

1.1.9 "Electing Creditor Claims" mean all Proven Ordinary Claims in respect of which the Ordinary Creditors have elected (as set forth in **Section 7.1** hereof) to receive the lesser of \$500.00 or the amount of their Ordinary Claims or to reduce their respective Ordinary Claims to \$500.00, and **"Electing Creditor Claim"** means any of them;

1.1.10 "Electing Creditors" mean Ordinary Creditors having Electing Creditor Claims and **"Electing Creditor"** means any of them;

1.1.11 "Employee Claims" mean all Proven amounts which the Debtor's present or former employees would have been entitled to receive under Section 136(1)(d) *BIA* if the Debtor had become bankrupt on the Proposal Date, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period, all as envisaged by Section 60(1.3) *BIA*;

1.1.12 "Employee Creditors" mean all of the Debtor's past and present employees having Employee Claims and **"Employee Creditor"** means any of them;

1.1.13 "Guarantor" means Marc Létourneau;

1.1.14 "Official Receiver" means the "official receiver" as defined in Section 2 *BIA*;

1.1.15 "Ordinary Claims" mean all Proven claims other than Crown Claims, Employee Claims, Preferred Claims and Secured Claims, of any nature or source whatsoever, resulting from and/or arising out of any transaction entered into by the Debtor prior to the Proposal Date or any event which occurred prior to the Proposal Date, whether due or not due as of the Proposal Date and includes all such claims which are contingent and unliquidated (once quantified or liquidated) and **"Ordinary Claim"** means any of them. In addition to and notwithstanding the foregoing, "Ordinary Claims" include, under all circumstances:

(a) all Electing Creditor Claims; and

(b) all claims resulting from or arising out of any breaches of any obligations contracted by the Debtor prior to the Proposal Date where

such breaches occurred (i) at any time prior to the Proposal Date, or (ii) at any time between the Proposal Date and the date hereof;

1.1.16 "Ordinary Creditors" mean all persons having Ordinary Claims and "Ordinary Creditor" means any of them;

1.1.17 "Létourneau" means Marc Létourneau;

1.1.18 "Létourneau Security" means all security held by Létourneau;

1.1.19 "Létourneau Claim" means all Ordinary Claims and Secured Claims of Létourneau;

1.1.20 "Preferred Claims" mean all Proven claims, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *BIA* and in Sections 136(1)(d.01), (d.02), (d.1) and (e) through 136(1)(j) *BIA*, being such claims directed by the *BIA* to be paid in priority to all other claims in the distribution of the property of a bankrupt to the extent applicable to the Proposal and "Preferred Claim" means any of them;

1.1.21 "Preferred Creditors" mean all persons having Preferred Claims and "Preferred Creditor" means any of them;

1.1.22 "Proposal" means the present proposal and any and all future amendments hereto, which amendments may be made:

(a) at any time prior to a vote by the Creditors hereon; or

(b) by the Court at the time of Approval;

1.1.23 "Proposal Date" means the date of this Proposal;

1.1.24 "Proven" means, with reference to any Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims, all such claims that have been the object of a proof of claim in accordance with Section 124 *BIA*, filed with the Trustee in due time and allowed by the Trustee. With respect to all such claims:

(a) contingent and unliquidated claims and claims payable at a future time shall be governed by Sections 121(2) and 121(3) *BIA*;

(b) every provision of the *BIA* dealing with the right to vote a claim shall apply to the Proposal; and

(c) Proven Ordinary Claims under successive performance contracts which have not been repudiated or terminated by the Debtor shall be limited to amounts owing by the Debtor thereunder accruing only up to (but not after) the Proposal Date;

1.1.25 "Related Persons" mean any persons who are related to any other persons as defined and described in Section 4 *BIA* and **"Related Person"** means any of them;

1.1.26 "Secured Claims" mean the claims of all Secured Creditors, to the extent of the Value of the security held by each Secured Creditor;

1.1.27 "Secured Creditors" mean all persons falling within the definition of "secured creditor" as set forth in Section 2(1) *BIA* and **"Secured Creditor"** means any of them;

1.1.28 "Trustee" means Richter Advisory Group Inc., the trustee named herein; and

1.1.29 "Value" means, with respect to any claim filed by a Secured Creditor, the value of such Secured Creditor's security as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court.

1.2 The paragraph headings herein contained are for ease of reference only, shall not form of the Proposal and shall not be utilized, in any manner whatsoever, in the interpretation of the Proposal.

1.3 Whenever the context so provides, all references to the masculine shall include the feminine and *vice versa* and all references to the singular shall include the plural and *vice versa*.

1.4 All annexes to this document shall be deemed to form part of the Proposal.

1.5 In the event of any inconsistencies or discrepancies between the English language version of the Proposal and the French language version of the Proposal, the English language version of the Proposal shall govern and prevail under all circumstances.

2. Employee Claims

2.1 Subject to Paragraphs 2.2 and 2.3 hereof, all Employee Claims will be paid in full, within 60 days following Approval.

2.2 With respect to all of the Employee Creditors who are currently employed by the Debtor, all of their Employee Claims have been or shall have been fully paid by the Debtor to such Employees, in the normal course of the Debtor's business.

2.3 With respect to the Employee Creditors who are not currently employed by the Debtor (being, for greater certainty, all of the Employee Creditors other than those referred to in Paragraph 2.2 hereof), all of their Employee Claims will be paid in full on the latest of the following dates, namely:

2.3.1 5 days after acceptance of a valid proof of claim from such Employee

Creditor or the Court's definitively determining such proof of claim to be valid;

2.3.2 the date of Approval; or

2.3.3 the date of receipt of the relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada.

2.4 The Debtor undertakes to request all relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada upon acceptance of each Employee Claim.

3. Crown Claims

3.1 All Crown Claims, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid in full, within 60 days following Approval.

4. Secured Claims

4.1 All Secured Claims other than the Létourneau Claim shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors.

4.2 For greater certainty:

4.2.1 the Proposal is not addressed to Secured Creditors to the extent of their Secured Claims;

4.2.2 all Secured Creditors and their Secured Claims shall not be, in any manner whatsoever, affected or bound by the Proposal to the extent of their Secured Claims; and

4.2.3 if a Secured Creditor chooses to file a proof of claim and values its security in order to be considered as an Ordinary Creditor, then the Proven claim of such Secured Creditor in excess of the Value of its security shall be included in the class of Ordinary Creditors under the Proposal unless the Secured Creditor and the Debtor have agreed otherwise in writing.

4.3 Notwithstanding anything contained in **Section 4.2** hereof, the Létourneau Claim and the Létourneau Security shall be governed by the provisions of **Section 11** hereof.

5. Subsequent Claims

5.1 All claims arising in respect of property supplied, services rendered or other consideration given to the Debtor subsequent to the Proposal Date, including, without limitation, all salaries, remuneration and other compensation of the Debtor's employees for current services, have been or shall be paid in full by the Debtor in the ordinary course of the Debtor's business.

6. Preferred Claims

6.1 Within 60 days following Approval, all Preferred Claims of Preferred Creditors, without any interest whatsoever thereon, shall be paid prior to payment of all Ordinary Claims and after payment of all Crown Claims and Employee Claims.

7. Ordinary Claims

7.1 At any time prior to the 15th day immediately following Approval, any Ordinary Creditor may elect in writing (as provided for in its proof of claim or in any other manner acceptable to the Trustee) to receive the lesser of \$500.00 or the amount of its Ordinary Claim or to irrevocably and unconditionally reduce such Ordinary Claim to \$500.00, whereupon:

7.1.1 any such Ordinary Claim in excess of \$500.00 shall be deemed, for all purposes, to have been irrevocably and unconditionally reduced to \$500.00 and the Ordinary Creditor having an Ordinary Claim in excess of \$500.00 shall be deemed to have irrevocably and unconditionally waived and renounced to any rights to file a proof of claim in the Proposal in excess of \$500.00 or to participate in any further Dividends; and

7.1.2 any such Ordinary Creditor shall be treated as an Electing Creditor and such Ordinary Creditor's Ordinary Claim shall be treated as an Electing Creditor Claim under the Proposal.

7.2 The following shall be paid by the Debtor without any interest thereon whatsoever, in full and final settlement, release and discharge of all Ordinary Claims, within the following time periods (collectively the "Dividends"), namely:

7.2.1 the full amount of all Electing Creditor Claims shall be paid to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined) for distribution to all Electing Creditors as herein set forth, in full and final settlement, release and discharge of all Electing Creditor Claims; and

7.2.2 an amount of \$100,000.00, less:

- i)** all Crown Claims, Employee Claims and Preferred Claims; and
- ii)** amounts set forth in **Section 7.2.1** hereof,

shall be paid by the Debtor to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined), for distribution to all Ordinary Creditors (other than Electing Creditors) as herein set forth.

7.3 All amounts referred to in **Section 7.2** hereof shall be paid by the Debtor to the Trustee on or before each of the respective time periods therein set forth and shall thereafter be distributed by the Trustee to the Ordinary Creditors, according to the

amount of their respective Proven Ordinary Claims, as follows:

7.3.1 the amount set forth in **Section 7.2.1** hereof shall be distributed by the Trustee to the Electing Creditors as set forth in **Section 7.2.1** hereof; and

7.3.2 the amount set forth in **Section 7.2.2** hereof shall be distributed by the Trustee to the Ordinary Creditors (other than the Electing Creditors) on a *pro rata* basis, according to the amounts of their respective Proven Ordinary Claims.

7.4 Subject to the occurrence of Approval, the payment of the Dividends is hereby guaranteed by the Guarantor.

7.5 The Debtor shall be entitled, at any time whatsoever, to prepay the Dividends, in whole or in part, without any indemnity or penalty whatsoever.

7.6 The Dividends, without any interest whatsoever thereon, once paid by the Debtor to the Trustee in accordance with the provisions of this Proposal, shall constitute full and final settlement of and shall operate as a complete release and discharge of all Ordinary Claims.

8. Claims Against Directors

8.1 In accordance with Section 50(13) *BIA*, Approval of the Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature or source whatsoever, of all Creditors and any other persons against all of the Debtor's past and present directors which arose before the Proposal Date and which relate to obligations of the Debtor where such directors are by law liable in their capacity as directors for payment of such obligations.

8.2 Nothing in the Proposal shall be deemed, in any manner whatsoever, to constitute any acknowledgement of any liability or obligations of any of the Debtor's past or present directors.

9. Committee

9.1 A committee (the "**Committee**") of up to 3 individuals shall be appointed by the Ordinary Creditors at a meeting of the Creditors called to consider the Proposal. Such Committee shall be thereafter deemed to have been formed and constituted for the purposes hereafter set forth.

9.2 The powers of the Committee shall be limited to the following:

9.2.1 to advise the Trustee in connection with the administration of the Proposal;

9.2.2 to waive any default in the execution of the Proposal;

9.2.3 to confirm that the Debtor has satisfied all of the terms and conditions of

the Proposal; and

9.2.4 to adjourn the payment of Dividends to Ordinary Creditors provided for in the Proposal.

10. Preferences, Transfers at Under Value, etc.

10.1 All of the provisions of and all rights, remedies and recourses under and/or pursuant to:

10.1.1 Sections 95 through 101 *BIA*;

10.1.2 Articles 1631 through 1636 of the *Civil Code of Québec*; and

10.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 10.1.1** and/or **10.1.2** hereof in any province of Canada other than the Province of Québec,

shall not, in any manner whatsoever, apply to this Proposal, such that:

10.1.4 all of such provisions, rights, remedies and recourses and any claims based thereon shall be completely unavailable to the Trustee or any Creditors against the Debtor, any of the Debtor's property, any other Creditor or any other person whatsoever; and

10.1.5 the Trustee and all of the Creditors shall be deemed, for all purposes whatsoever, to have irrevocably and unconditionally waived and renounced to such provisions, rights, remedies and recourses and any claims based thereon against the Debtor, the Debtor's property, any other Creditor or any other persons,

arising from and/or as a result of any matter whatsoever which occurred at any time prior to the Proposal Date.

11. Létourneau Claim

11.1 Conditional upon Approval of the Proposal, Létourneau hereby unconditionally and irrevocably:

11.1.1 subordinates and postpones the entire Létourneau Claim to and in favour of full payment of the Dividends, such that Létourneau shall not be entitled to receive any payment from the Debtor of any principal of or interest on the Létourneau Claim unless and until all of the Dividends shall have been fully paid to the Ordinary Creditors as set forth in the Proposal; and

11.1.2 waves and renounces to any right to prove the whole or any portion of the Létourneau Claim as an Ordinary Claim under the Proposal.

11.2 The provisions of **Section 11.1** hereof shall survive:

11.2.1 any annulment of the Proposal; or

11.2.2 any bankruptcy of the Debtor occurring after Approval but prior to satisfaction of the Proposal.

11.3 The provisions of **Sections 7.4, 11.1 and 11.2** hereof are subject to the suspensive condition of Approval, such that the failure of Approval shall automatically render the provisions of **Sections 7.4, 11.1 and 11.2** hereof null, void and inoperative for all purposes.

11.4 Except to the extent affected by the subordination, postponement, waiver and renunciation set forth in **Section 11.1** hereof, the Létourneau Claim and the Létourneau Security will be and remain unaffected by the Proposal.

12. Powers of the Trustee

12.1 Subject to the rights of the Secured Creditors, the Trustee shall have the following rights, powers and authority, namely:

12.1.1 to receive periodic reports from the Debtor on it's business operations and activities;

12.1.2 to have full access to the Debtor's premises as well as the Debtor's books, records and documents in order to obtain such information on the Debtor's activities as the Trustee may consider appropriate, in its sole discretion; and

12.1.3 to examine, accept or contest any security or alleged security of any Secured Creditor or the evaluation thereof.

12.2 The rights, powers and authority set forth and enumerated in **Section 12.1** hereof are in addition to and not in lieu of all of the Trustee's rights, powers and authorities under the *BIA* and any other applicable laws.

13. Trustee

13.1 The Trustee will be the trustee under the Proposal. All monies payable to the Creditors affected by the Proposal shall be paid over to the Trustee which shall make all payments provided for hereunder (including, without limitation, payment of all Dividends), in accordance with the provisions of the Proposal.

14. Notice of Presentation of Approval Motion

14.1 Each of the Creditors and the Official Receiver are hereby given notice that, after acceptance of this Proposal by the Creditors entitled to vote and voting thereon in

accordance with the relevant provisions of the *BIA*, the Trustee and/or the Debtor will present an application to the Court (the "**Approval Motion**") for Approval;

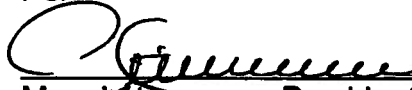
14.2 The Approval Motion will be presented before the Court in **Room 16.10** of the Palais de Justice, 1 Notre Dame Street, East, City of Montreal, Province of Québec, on **December 3, 2014** at **9 o'clock a.m.** or so soon thereafter as counsel may be heard.

14.3 The forwarding of this Proposal to the Creditors and the Official Receiver shall avail, for all purposes, as valid and proper signification and service of the Approval Motion on all of the Creditors and the Official Receiver.

Montreal, Province of Québec, Canada
this 6th day of **November, 2014**.

**ACCESSOIRES LA BREA INTERNATIONAL
INC.**

Per:



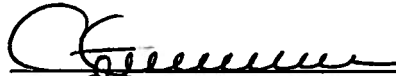
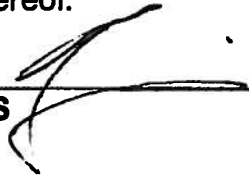
Marc Létourneau, President

WITNESS



MARC LÉTOURNEAU, hereby agrees to be bound by the provisions of **Sections 7.4** and **11** hereof.

WITNESS



Marc Létourneau

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC
DIVISION NO.: 01-MONTREAL
COURT NO.: 500-11-046776-148
ESTATE NO.: 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

Accessoires La Brea International Inc.
a legal person duly constituted, having its
registered office at 5800 rue St-Denis, Suite 1206
Montreal QC H2S 3L5

Debtor

- and -

Richter Advisory Group Inc.

Trustee

**REPORT OF THE TRUSTEE ON THE FINANCIAL SITUATION
OF THE DEBTOR AND ON THE PROPOSAL
(Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*)**

Pursuant to Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*, and to assist the creditors in considering the Proposal, the Trustee is submitting its report on the financial situation of the Debtor and on the Proposal.

We caution the reader that we have neither conducted an audit nor a verification of the books and records of the Debtor. Consequently, we cannot render an opinion as to the accuracy of the information contained therein. The information discussed herein emanates from the books and records of the Debtor as well as from our discussions with the Management of the Debtor.

I. INTRODUCTION

On November 6, 2014, Accessoires La Brea International Inc. (hereinafter "La Brea", the "Debtor" or the "Company") filed a Proposal in accordance with the *Bankruptcy and Insolvency Act* (hereinafter referred to as the "Act" or "BIA"). We have enclosed herewith the Proposal made by the Debtor to its creditors, a proof of claim form, a voting form, a proxy, and a notice indicating the place and time of the Meeting of Creditors to address the Proposal.

The following summarizes the relevant information and key elements that may assist the creditors in evaluating the Debtor's affairs and the Proposal.

Take notice that, if the Proposal is accepted by the creditors at the meeting to be held on November 25, 2014, an application will be made to the Québec Superior Court, judicial district of Montréal, 1 Notre-Dame Street E., Room 16.10, Montréal, QC, H2Y 1B6 on December 3, 2014, at 9 o'clock to approve the proposal of the Debtor.

II. OVERVIEW OF THE COMPANY

La Brea is an importer and wholesale distributor of jewellery, watches and accessories. In May 2014, the Company sold its "Steelx Watches & Jewellery" trademark ("Steelx") and related inventory excluding inventory on consignment at The Bay locations and Wal-Mart stores located in Canada. The details of the transaction are further described below.

The Debtor's current operations are limited to the ongoing sale of its remaining Steelx inventory at five The Bay locations (Downtown Montreal, Carrefour Laval, Les Galeries de La Capitale, Promenades St-Bruno and Place Rosemère) as well as residual inventory at Wal-Mart and various independent jewelers. The Debtor is no longer operating out of its office at 5800 St-Denis Street. Mr. Marc-André Létourneau is currently assisted by a part-time operations staff and a part-time accounting staff.

III. CAUSES OF INSOLVENCY AND RECENT DEVELOPMENTS

After experiencing cash flow issues in 2013 as a result of decreased sales, the Debtor initiated a liquidation plan which involved transferring inventory to heavier traffic The Bay locations, offering 50%-90% discounts on merchandise at these stores and increasing advertising. The Company also offered independent jewellers discounted lots of merchandise and extended its business hours at the 5800 St-Denis store (this location also being the Company's head office).

As the liquidation plan proved unsuccessful, the Debtor embarked on the sale process of its Steelx product line and remaining inventory in March 2014. The Company, with the assistance of Richter, actively searched for, identified and contacted 56 potential buyers to determine the level of interest in the marketplace. As a result of these efforts, La Brea received two offers from interested parties, one from Prime Art and Jewel ("PAJ") for the Steelx brand and remaining related inventory, and one from a liquidator for all the inventory on-hand. La Brea deemed the liquidator's offer insufficient and accepted the PAJ offer.

IV. TRANSACTION

PAJ Canada Company (the "Purchaser"), the Canadian division of PAJ, and the Debtor executed an Asset Purchase Agreement ("APA") on May 29, 2014. Pursuant to the terms of the APA, the Purchaser acquired the "Steelx Watches & Jewellery" trademark and Steelx inventory excluding inventory on consignment at The Bay locations and Wal-Mart stores ("Purchased Assets").

The APA provides for the Purchaser to use commercially reasonable efforts to sell the Purchased Assets at prices mutually agreed to by both the Purchaser and the Debtor. As per the APA, the Purchaser will pay the Debtor an amount equal to sixty percent (60%) of the total collected net sales revenue (defined as gross sales revenues from the sale of the inventory after the date of the agreement less any discounts, rebates, chargebacks and returns) from sales of the Purchased Assets (up to December 30, 2019) until La Brea has received the lesser amount of: i) La Brea's documented inventory cost (amount estimated at \$714,840) or ii) \$600,000. Any remaining inventory as at December 31, 2019, will terminate the obligation to pay the purchase price. The Purchased Asset consideration is payable on a monthly basis. At closing, La Brea received a deposit of \$100,000 from the Purchaser for the inventory and \$50,000 for the trademark. These amounts were remitted to CIBC to pay down a portion of the Debtor's outstanding secured loan.

In addition, the APA provides for Mr. Létourneau's continual involvement with the brand on a consulting basis.

V. FINANCIAL INFORMATION

The following financial data was extracted either from the books and records of the Debtor, the unaudited financial statements or from discussions held with Management. This information is submitted solely to assist the reader in assessing the current financial position of the Debtor.

The Trustee makes no representation or warranty as to the accuracy of said financial information.

A) Statement of Earnings (Deficit)

Accessoires La Brea International Inc. Statement of Earnings			
	F2014 Unaudited (6 months ended Dec. 31, 2013)	F2013 Unaudited (May 31, 2013)	F2012 Unaudited (May 31, 2012)
Revenue	\$ 1,993,675	\$ 3,119,669	\$ 3,161,464
Cost of Goods Sold	1,123,773	1,493,832	1,579,824
Gross Margin	869,902	1,625,837	1,581,641
Salaries and Benefits (Operations)	288,651	535,446	510,844
Salaries and Benefits (Administration)	88,315	174,461	214,525
Subcontractor	25,228	23,404	43,303
Advertising and Promotions	2,029	116,593	232,635
Bad Debts	73	29,901	13,472
Commissions	106,496	156,023	190,761
Interest and Bank Fees	22,341	35,623	36,708
Interest on Line of Credit	51,174	75,315	59,515
Interest on Long term Debt	5,772	13,095	21,475
Office Supplies	69,377	118,961	119,804
Professional Fees	80,344	27,520	33,741
Rent	50,647	86,568	87,578
Membership Dues	2,990	30,750	17,769
Taxes and Permits	10,508	81	1,996
Insurance	15,462	33,831	36,935
Travel and Sales Representative	42,912	126,170	152,544
Electricity	4,375	6,833	6,860
Depreciation	25,616	53,749	60,844
General and Administrative Expenses	892,309	1,644,325	1,841,310
Earnings Before Taxes	(22,407)	(18,488)	(259,669)
Taxes	-	(2,394)	(34,788)
Net Earnings (Deficit)	\$ (22,407)	\$ (16,094)	\$ (224,881)

As shown in the above table, for the 6-month period ended December 31, 2013 (the latest information available), the Debtor reported revenues of \$1,993,675 and a net loss of \$22,407. It is important to note that consignment inventory shipped to The Bay and Wal-Mart is included in the revenue amount therefore, distorting the actual sales amount for the period. The Company obtains sales reports from Wal-Mart and The Bay in order to track its consignment sales. **Management estimates that, for the 6-month period ended December 31, 2013, actual sales represented approximately \$550K of the \$1,993,675.**

B) Historical Balance Sheet

Accessoires La Brea International Inc. Balance Sheet			
	As at Dec. 31, 2013	As at May 31, 2013	As at May 31, 2012
	Unaudited	Unaudited	Unaudited
Assets			
Cash	\$ -	\$ -	\$ -
Accounts Receivable (Note 1)	2,120,717	1,351,188	1,342,268
Prepaid Expenses	39,641	40,737	43,289
Inventory	1,353,775	1,892,977	2,111,687
Certificate of Deposit (USD)	2,606	2,481	2,426
	<u>3,516,740</u>	<u>3,287,382</u>	<u>3,499,670</u>
Deferred Charges	370,364	350,295	256,653
Property, Plant and Equipment	258,652	283,928	323,160
	<u>\$ 4,145,755</u>	<u>\$ 3,921,605</u>	<u>\$ 4,079,483</u>
Liabilities			
Bank indebtedness	\$ 1,321,603	\$ 1,739,956	\$ 1,775,425
Trade Accounts Payable	480,377	252,784	260,683
Other Accounts Payable & Accrued Liabilities	217,663	80,348	97,929
	<u>2,019,643</u>	<u>2,073,089</u>	<u>2,134,036</u>
Due to Marc Létourneau	1,041,004	621,335	587,691
Long-term debt	151,730	190,072	306,094
	<u>3,212,377</u>	<u>2,884,495</u>	<u>3,027,821</u>
Shareholder's Equity			
Capital Stock	50,210	50,210	50,210
Retained Earnings	883,168	986,900	1,001,452
	<u>\$ 4,145,755</u>	<u>\$ 3,921,605</u>	<u>\$ 4,079,483</u>

Note 1: Management estimates the value of the Accounts Receivable balance related to consignment inventory shipped to The Bay and Wal-Mart stores but not yet sold to be \$1.3 million.

C) Debtor's Statement of Affairs - Assets

Based on the Debtor's Statement of Affairs as of November 6, 2014, and certain additional information provided by Management, the Debtor's assets can be summarized as follows:

Accessoires La Brea International Inc. Assets	
Cash in Bank	\$ 28,810
Accounts Receivable - Collectible	
Accounts Receivable - Total	\$ 1,272,833
Accounts Receivable - Bad	(1,157,009)
Accounts Receivable - Doubtful	(55,061)
	60,763
Van - Dodge Caravan 2011	14,850
Inventory (estimate)	10,000
	<u>\$ 114,423</u>

Estimated gross realization amount is prior to consideration of the payment of post-filing obligations as well as professional fees.

Of the remaining \$1,273K of receivables currently on the books, \$1,157K of receivables are considered uncollectible based on the age of the accounts (approximately \$700K relate to goods on consignment at full wholesale value), and \$55K are considered doubtful. The Debtor estimates the recoverable accounts receivable balance at approximately \$61K. This balance is due from two department stores and approximately 30 independent jewelers.

The Company currently leases a 2011 Chrysler Dodge Caravan used for merchandise delivery. As per the Canadian Black Book of car values, the average asking price is \$14,850 for this model. Actual asking price can vary to reflect the vehicle's individual characteristics.

The Company estimates that the liquidation value of the remaining inventory held by La Brea is \$10,000 based on the expressions of interest and offers received during the sale process. Management plans on selling this merchandise at The Bay locations over the next few months (consignment sales).

D) Debtor's Statement of Affairs - Liabilities

The Debtor has provided us with a list of its creditors. Notices have been sent to the known creditors and, to date, we are unable to determine if the Debtor's records agree with those of its creditors. As Proofs of Claim are received, we shall record the specific amounts claimed by the creditors, and prior to paying any dividend, we shall perform a variance analysis (where applicable).

Liabilities indicated below are based on the books and records of the Debtor, the Statement of Affairs as of November 6, 2014, Management's representations as well as information provided by certain creditors.

Accessoires La Brea International Inc. Liabilities	
Secured Creditors	
Related Party (Mr. Létourneau)	\$ 610,644
Unrelated Creditors	-
Crown Claims and Preferred Creditors	46,001
Unsecured Creditors	
Related Party (Mr. Létourneau)	1,261,918
Unrelated Creditors	788,518
	<u>\$ 2,707,081</u>

In August 2014, Mr. Létourneau purchased the CIBC debt (\$610,644) and security and therefore, Mr. Létourneau has a first ranking secured claim against all the assets of the Debtor. The Crown Claims and Preferred Creditors balance of \$46,001 pertains to the employee portion of outstanding federal and provincial deductions at sources. In addition, Mr. Létourneau has advanced funds to the Debtor totaling \$1.3 million.

We caution that these amounts may change as proofs of claim are received.

VI. PROPOSAL

A) Summary

As noted above, the Debtor's current operations are limited to the ongoing sale of its remaining Steelx inventory at five The Bay locations, residual inventory at various independent jewelers as well as collection from the PAJ transaction. The Debtor is no longer operating out of its office at 5800 St-Denis Street. Mr. Létourneau is currently assisted by a part-time operations staff and a part-time accounting staff to assist the Debtor in collecting the remaining trade receivables.

The terms of the Proposal provide that a payment of \$100K less payment of Crown Claims, Employee Claims and Preferred Claims be remitted by the Debtor to the Trustee within 90 days following approval of the Proposal for distribution to Ordinary Creditors. Subject to the approval of the Proposal, the payment of the Dividend is guaranteed by the Guarantor, Mr. Létourneau.

Upon acceptance of the Proposal, Mr. Létourneau agrees as follows in respect of funds owing to him as Secured and Unsecured Creditor (the "Létourneau Claims"):

- The Létourneau Claims shall be subordinated and postponed and shall not be entitled to receive any payment from the Debtor of any principal or interest unless and until all the dividend has been fully paid to Ordinary Creditors under the Proposal;
- Mr. Létourneau waives and renounces to any right to prove the whole or any portion of the Létourneau Claim as an ordinary claim under the Proposal.

B) Amounts to be paid as a priority

According to the terms of the Proposal, the following amounts must be paid in priority:

- All Secured Claims other than the Létourneau Secured Claim shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors;
- Amounts due to Her Majesty the Queen in right of Canada or of any province which are subject to a demand under subsection 224 (1.2) of the *Income Tax Act*, or of any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224 (1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts, or of any provision of provincial legislation essentially similar to the foregoing provisions as provided in paragraph 60(1.1)(c) of the Act and that

were outstanding at the time of the filing of the Proposal, shall be paid in their entirety, without interest, within sixty (60) days after the approval of the Proposal;

- Amounts owing to employees (past and present) and that they would have been entitled to receive under Section 136(1)(d) of the Act if the Debtor had been declared bankrupt on the date of the approval of the Proposal, shall be paid in their entirety immediately after the approval of the Proposal;
- The Preferred Claims, without interest or penalty, shall be paid in their entirety in priority to Unsecured Claims within sixty (60) days of the approval of the Proposal.

C) Amounts to be disbursed to Ordinary Creditors

The amount available after payment of the above-mentioned amounts ("Net Amount") shall be paid to the Trustee within 90 days of the Approval of the Proposal and shall be distributed to Ordinary Creditors as follows:

- Each of the Ordinary Creditors shall receive, in full and final payment of its Unsecured Claim, without interest or penalty:
 - a) Provided the creditor makes an election, the lesser of five hundred dollars (\$500) or the amount of its Unsecured Claim as set out in its proof of claim or an irrevocable and unconditional reduction of such Unsecured Claim to five hundred dollars (\$500); or
 - b) A pro-rata share of the balance of the Net Amount (after payment of the amount defined in a) above).

D) Creditors' Committee

The Debtor consents to the creation of a committee which shall be comprised of, at most, three (3) individuals (the "Committee") designated by the creditors at the Meeting of Creditors. The Committee shall have the following powers:

- to advise the Trustee with respect to the administration of the Proposal;
- to waive any default in the execution of the Proposal;
- to confirm that the Debtor has satisfied all of the terms and conditions of the Proposal; and
- to adjourn the payment of any dividends to Ordinary Creditors provided for in the Proposal.

VII. ESTIMATE AS TO DISTRIBUTION TO CREDITORS

In the event that the creditors reject the Proposal, the Debtor will automatically be bankrupt and the net proceeds from the liquidation of the assets (after the payment of the Trustee's fees and expenses) will be distributed to the creditors in the order provided for under the Act. The following information is to inform the creditors on the estimate as to the distribution to creditors under the Proposal in comparison to the estimated distribution under a bankruptcy scenario.

A) Proposal

Based on the Claims reflected in the Debtor's Statement of Affairs, the amount of the Proposal (\$100,000) would be distributed as follows:

Accessoires La Brea International Inc. Proposal				
Proposal Amount			<u>\$ 100,000</u>	
		Estimated Claims	Estimated Distribution	
Crown Claims	\$	46,001	\$ 46,001	100.0%
Unsecured Creditors (Note 1)		788,518	53,999	6.8%
			<u>\$ 100,000</u>	
Note 1: Excluding the Létourneau Unsecured Claim.				

B) Bankruptcy

In a bankruptcy scenario, it has been estimated that the net realization value of the assets would be \$127,423 and therefore all proceeds would be for the benefit of the Crown Claims and Secured Creditors.

Accessoires La Brea International Inc. Estimated Distribution - Bankruptcy Scenario				
Net Realization of Assets (estimated)				
Cash on hand			\$ 28,810	
Accounts Receivable			60,763	
Inventory			10,000	
Other Assets (Van)			14,850	
Receipts from PAJ Transaction (2015 Estimate)			63,000	
Professional Fees			(50,000)	
			<u>\$ 127,423</u>	
		Estimated Claims	Estimated Distribution	
Crown Claims	\$	46,001	\$ 46,001	100.0%
Secured Creditors (Mr. Létourneau)		610,644	81,422	13.3%
Unsecured Creditors		788,518	-	0.0%
Unsecured Creditors (Mr. Létourneau)		1,261,918	-	0.0%
		<u>\$ 2,707,081</u>	<u>\$ 127,423</u>	

The Company obtained a gross sales report from the Purchaser for the four-month period ending September 30, 2014. The report shows gross sales of approximately \$77,000 for the period, therefore, considering the \$100,000 deposit, no amount is receivable from PAJ as at September 30, 2014. Management anticipates the October 2014 to January 2015 sales will cover the remaining deposit balance of \$100,000 at which point the Debtor will begin receiving funds from the collection of sales. The Debtor estimates that beginning in March 2015, it will receive monthly payments of approximately \$7,000 to \$8,000 for the remainder of the year (\$63,000 for the year ended December 31, 2015). It is estimated by Management that proceeds from this transaction beyond December 2015 will be minimal.

C) Other considerations

The following are additional elements to be considered:

- i. The Proposal provides for the payment of a dividend to Ordinary Creditors within ninety (90) days of the approval of the Proposal. In a bankruptcy, it is expected that any distribution will occur at a much later date.
- ii. Sections 95 to 101 of the Act will not be applicable to the Proposal. The remedies pursuant to these provisions relate to the recovery of certain amounts under reviewable transactions, preferential treatments and asset disposals.

Since these remedies would be available in the event of a bankruptcy of the Debtor, we are in the process of performing a summary analysis of various transactions involving the Debtor during the last twelve months and will provide an update at the Meeting of Creditors.

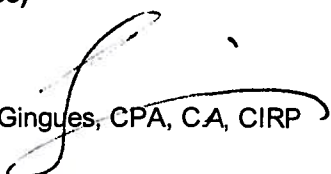
VIII. CONCLUSION & RECOMMENDATION

The Trustee is of the opinion that if the Proposal is not approved by the creditors, it is unlikely that the Unsecured Creditors will realize any recovery of their debt in view of the significant prior ranking Crown and Secured Claims (over \$650,000). It is estimated that the Proposal will provide recovery to the Unsecured Creditors of approximately 7%. **The Trustee therefore recommends to vote in favour of the Proposal.**

Dated at Montreal, Province of Quebec, this 12th day of November 2014.

Richter Advisory Group Inc.
(Trustee)

Benoit Gingues, CPA, C.A, CIRP



Liste des envois supplémentaires par courriel

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Envoi à	À l'attention de	Adresse courriel
Bell Canada F-88	Groupe Insolvabilité – Affaires	Insolv@bell.ca ;
Commission des normes du travail Commission des normes du travail Euler Hermes Canada	Juan Manuel Diz Grana Monique Bélanger Tony Sullo, VP, Accounts Management	Juan-Manuel.Diz-Grana@cnt.gouv.qc.ca ; Monique.belanger@cnt.gouv.qc.ca ; Tony.sullo@eulerhermes.com ;
Gaz Métropolitain Hydro Québec Richter Groupe Conseil Inc. Richter Groupe Conseil Inc. Kugler Kandestin	Insolvabilité Line Ducharme Benoit Gingues Sophie Latendresse Jeremy Cuttler	Insolvabilite2@gazmetro.ca ; Ducharme.Line@hydro.qc.ca ; bgingues@richter.ca ; slatendresse@richter.ca ; jcuttler@kklex.com ;

District de: Québec
No division: 01 - Montréal
No cour: 500-11-046776-148
No dossier: 41-1929950

FORMULAIRE 01.1

Identification générale de l'expéditeur pour copies de tous formulaires prescrits
envoyés au(x) créancier(s) par voie électronique

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Daté le 12 novembre 2014, à Montréal en la province de Québec.

Personne responsable (expéditeur) : Benoit Gingues, CPA, CA, CIRP
(Syndic)

Dénomination sociale: Richter Advisory Group Inc/Richter Groupe Conseil inc

Adresse : 1981 avenue McGill College, 12e étage
Montréal QC H3A 0G6

Téléphone : (514) 934-3400

Télécopieur : (514) 934-8603

Courriel : reclamations@richter.ca

AVIS

Veillez prendre note que la personne susmentionnée est tenue de conserver la copie originale signée du
présent document dans les dossiers officiels de la présente procédure.

Industrie Canada

Accueil > Faillite > Bureau du surintendant des faillites > Dépôt électronique

Bureau du surintendant des faillites Canada

1.

Bienvenue, Soazig Bourgine |

2.

[Préférences](#) |

Mise à jour du dossier - confirmation de la mise à jour

[Service d'assistance](#) |

4.

[Instructions](#) |

5.

[Sortie](#)

Information sur le dossier

Les dossiers suivants ont été mis à jour :

- **Numéro de dossier** : 41-1929950
- **Nom du dossier** : Accessoires La Brea International Inc

Document(s) déposé(s)

Les documents suivants ont été déposés avec succès :

- Avis proposition créanciers & avis audition de la demande d'approbation

Référence

- Le numéro de référence de cette transaction est : **10244048**.
- Déposé par Soazig Bourgine.
- 2014-11-12 15:07 HNE

[Déposer un autre document relatif à ce dossier](#)

Si vous souhaitez déposer un document relatif à un autre dossier, appuyez sur le lien **Mise à jour** à partir de la barre de navigation du menu de gauche.

Industrie Canada

Accueil > Faillite > Bureau du surintendant des faillites > Dépôt électronique

Bureau du surintendant des faillites Canada

1.

Bienvenue, Soazig Bourgine |

2.

[Préférences](#) |

Mise à jour du dossier - confirmation de la mise à jour

[Service d'assistance](#) |

4.

[Instructions](#) |

5.

[Sortie](#)

Information sur le dossier

Les dossiers suivants ont été mis à jour :

- **Numéro de dossier** : 41-1929950
- **Nom du dossier** : Accessoires La Brea International Inc

Document(s) déposé(s)

Les documents suivants ont été déposés avec succès :

- Rapport du syndic sur la proposition

Référence

- Le numéro de référence de cette transaction est : **10244085**.
- Déposé par Soazig Bourgine.
- 2014-11-12 15:11 HNE

Déposer un autre document relatif à ce dossier

Si vous souhaitez déposer un document relatif à un autre dossier, appuyez sur le lien **Mise à jour** à partir de la barre de navigation du menu de gauche.

COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

Province de Québec
No Division : 01-Montréal
No Cour : 500-11-046776-148

Dans l'affaire de la proposition de

Accessoires La Brea International Inc.

Débitrice

- et -

Richter Groupe Conseil Inc.

Syndic

**Affidavit d'envoi
Avis de la proposition aux créanciers
et Avis d'audition de la demande
d'approbation par le tribunal d'une
proposition**

Richter Groupe Conseil Inc.
Benoit Gingues, CPA, CA, CIRP
1981 McGill College
Montréal (Québec) H3A 0G6
Téléphone : 514.934.3400
Télécopieur : 514.934.3504

EXHIBIT C1

CANADA
Province de Québec
District de : Québec
No division : 01-Montréal
No cour : 500-11-046776-148
No dossier : 41-1929950

COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

**Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(article 51 et alinéa 58(b) de la Loi)**

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Avis est donné qu'Accessoires La Brea International Inc., de la ville de Montréal en la province de Québec, a déposé une proposition entre nos mains, en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus vous trouverez une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition.

Une assemblée générale des créanciers sera tenue aux bureaux de Richter Groupe Conseil Inc., 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6, le 25 novembre 2014 à 10 h 30.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la proposition, telle que formulée ou telle que modifiée à l'assemblée. Si la proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

Avis est donné que, si la proposition est acceptée à l'assemblée générale des créanciers qui sera tenue le 25 novembre 2014 à 10 h 30, une demande sera faite au tribunal, Cour Supérieure du Québec – Montréal, 1, rue Notre-Dame E., Salle 16.10, Montréal QC H2Y 1B6, le 3 décembre 2014, à 9 heures, en vue de faire approuver la proposition d'Accessoires La Brea International Inc.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remis au préalable.

Conformément à la proposition, les Créanciers visés ont un choix relativement à la distribution des dividendes, dont ils peuvent se prévaloir en complétant et en retournant le formulaire ***Sélection du mode de participation au dividende*** ci-joint au syndic.

Daté le 12 novembre 2014, à Montréal en la province de Québec.

Richter Groupe Conseil Inc.
Syndic agissant *in re* la proposition de
Accessoires La Brea International Inc.


Benoit Gingras, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(English – over)



RICHTER

CANADA
Province of Quebec
District of: Quebec
Division No. 01-Montréal
Court No. 500-11-046776-148
Estate No. 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

**Notice of Proposal to Creditors and
Notice of Hearing of Application for Court Approval of Proposal**
(Section 51 and Paragraph 58(b) of the Act)

**In the Matter of the Proposal of
Accessoires La Brea International Inc.
Of the City of Montréal
In the Province of Quebec**

Take notice that Accessoires La Brea International Inc. of the City of Montréal, in the Province of Quebec, has lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets and liabilities and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at the offices of Richter Advisory Group Inc., 1981 McGill College, 11th Floor, Montréal QC H3A 0G6 on November 25, 2014 at 10:30 A.M.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Take notice that, if the proposal is accepted by the creditors at a meeting held on November 25, 2014 at 10:30 A.M., an application will be made to the court, Superior Court of Québec – Montréal, 1 Notre-Dame E., Room 16.10, Montréal QC H2Y 1B6, on December 3, 2014 at 9:00 A.M. to approve the proposal of Accessoires La Brea International Inc.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

As stated in the Proposal, the affected Creditors have a dividend distribution option that they can exercise by filling and returning the enclosed ***Selection of the type of Dividend Participation*** form to the Trustee.

Dated at Montréal in the Province of Québec, on November 12, 2014.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Accessoires La Brea International Inc.


Benoit Gingues, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
claims@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(français - recto)



EXHIBIT C2

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the Matter of the Proposal of
 Accessoires La Brea International Inc.
 Of the City of Montréal
 In the Province of Quebec


To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 6th day of November 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

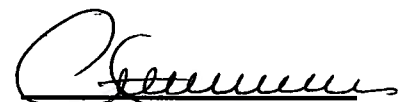
LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A" <u>2,047,348.91</u>	1. Inventory <u>10,000.00</u>
Balance of secured claims as per list "B" <u>545,309.15</u>	2. Trade fixtures, etc. <u>0.00</u>
Total unsecured creditors <u>2,592,658.06</u>	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B" <u>114,423.00</u>	Good <u>60,763.00</u>
3. Preferred creditors as per list "C" <u>0.00</u>	Doubtful <u>55,061.00</u>
4. Contingent, trust claims or other liabilities as per list "D"	Bad <u>1,157,009.00</u>
estimated to be reclaimable for <u>0.00</u>	Estimated to produce <u>60,763.00</u>
Total liabilities <u>2,707,081.06</u>	4. Bills of exchange, promissory note, etc., as per list "F" <u>0.00</u>
Surplus <u>NIL</u>	5. Deposits in financial institutions <u>0.00</u>
	6. Cash <u>28,810.00</u>
	7. Livestock <u>0.00</u>
	8. Machinery, equipment and plant <u>0.00</u>
	9. Real property or immovable as per list "G" <u>0.00</u>
	10. Furniture <u>0.00</u>
	11. RRSPs, RRIFs, life insurance, etc. <u>0.00</u>
	12. Securities (shares, bonds, debentures, etc.) <u>0.00</u>
	13. Interests under wills <u>0.00</u>
	14. Vehicles <u>14,850.00</u>
	15. Other property, as per list "H" <u>0.00</u>
	If debtor is a corporation, add:
	Amount of subscribed capital <u>1,261,917.61</u>
	Amount paid on capital <u>0.00</u>
	Balance subscribed and unpaid <u>1,261,917.61</u>
	Estimated to produce <u>0.00</u>
	Total assets <u>114,423.00</u>
	Deficiency <u>2,592,658.06</u>

I, Marc André Létoumeau, of the City of Montréal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 6th day of November 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Montréal in the Province of Quebec, on this 6th day of November 2014.



 Vicky Coupal, Commissioner of Oaths
 For the Province of Quebec
 Expires Sep. 18, 2016



 Marc André Létoumeau

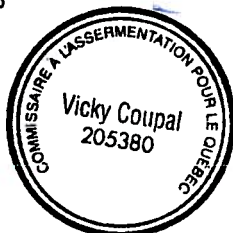


EXHIBIT C3

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	3928446 CANADA INC.	206-5800 ST DENIS MONTREAL QC H2S 3L5	96,924.63	0.00	96,924.63
2	9139-7240 QUEBEC INC.	102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4	3,712.55	0.00	3,712.55
3	AGENCE DES SERV. FRONTALIERS CDA	DEPT.DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2	103,570.69	0.00	103,570.69
4	AGENCE DU REVENU DU CANADA	BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2	103,623.76	0.00	103,623.76
5	AGENCE DU REVENU DU CANADA	305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8	3,018.47	0.00	3,018.47
6	ALARME SENTINELLE	7260 ST-URBAIN MONTREAL QC H2R 2Y6	379.75	0.00	379.75
7	AMG CREATION	NANZHOU RD, HAIZHU DIST. NO.22 MANGJIAO EAST GUANGZHOU 510290 CHINA	8,719.23	0.00	8,719.23
8	B.BOX	300 RUE DE LIEGE O. MONTREAL QC H2P 1H3	393.21	0.00	393.21
9	BANQUE AMEX DU CDA	CP 4500, SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1	17,155.04	0.00	17,155.04
10	BANQUE DE MONTREAL, M-C	P.O. BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2	25,193.76	0.00	25,193.76
11	BANQUE DEV. DU CANADA	400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7	33,154.97	0.00	33,154.97
12	BARCODE APPL. SOLUTIONS	6411 EDWARDS BLVD MISSISSAUGA ON L5T 2Y3	1,875.80	0.00	1,875.80
13	BELL CANADA	CASE POSTALE 8712 SUCC. CENTRE-VILLE MONTREAL QC H3C 3P6	6,970.39	0.00	6,970.39
14	BELL CANADA	CTRE DE VERS.CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7	925.85	0.00	925.85
15	CIBC - VISA	PO BOX 4595, STN A TORONTO ON M5W 4X9	30,332.68	0.00	30,332.68
16	CORPORATION SUN MEDIA	100-298, RUE DE MARTIGNY O. SAINT-JEROME QC J7Y 4C9	9,833.61	0.00	9,833.61
17	CSST	1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1	2,500.00	0.00	2,500.00
18	DOYON IZZI NIVOIX AVOCATS	501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8	6,480.51	0.00	6,480.51
19	ECO ENTREPRISES QUEBEC	600-1600, BOUL.RENE-LEVESQUE O. MONTREAL QC H3H 1P9	15,233.74	0.00	15,233.74
20	EMBALLAGES CIRCO INC	4215, BOUL. POIRIER ST-LAURENT QC H4R 2A4	555.73	0.00	555.73
21	ENCRE ET CIE LAURENTIDES INC.	695 E , CHEMIN AVILA PIEDMONT QC J0R 1R3	2,251.76	0.00	2,251.76

06-Nov-2014

Date


 Marc André Létoumeau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

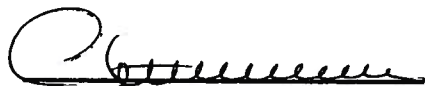
List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	FEDERAL EXPRESS CDA LTEE	P.O. BOX 4626 STN A TORONTO ON M5W 5B4	181.78	0.00	181.78
23	FOURNITURES DE BUREAU DENIS	2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2	938.13	0.00	938.13
24	GLAMOUR STEEL HK	NO. 1112 MANHATTAN CENTRE, NO.8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG	4,414.62	0.00	4,414.62
25	GOLD WHITE	16/F, FLAT E1, STAGE 1, TUNG CHUN IND. 9-11 CHEUNG WING ROAD KWAI CHUNG, N.T HONG KONG	23,984.58	0.00	23,984.58
26	GOOD YEAR MFG	YUEN SHING INDUSTRIAL BUILDING 904-1033 YEE KUK WEST STREET KOWLOON HONG KONG	7,748.37	0.00	7,748.37
27	GROUPE AST (1993) INC.	CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1	574.88	0.00	574.88
28	GUANGZHOU YAZHIQI JEWELLERY CO.	INN. BLDG / SME INN. & TECHN. ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA	12,974.77	0.00	12,974.77
29	GUARD-X INC.	10600 PARKWAY MONTREAL QC H1J 1R6	945.52	0.00	945.52
30	HEBEST TECHN. (SHENZHEN) CO., LTD	XINHU ROAD. 82 DISTRICT BAO'AN 641,640,638, UNIT A HUAMEIJU BUS. CTR SHENZHEN CHINA	16,033.34	0.00	16,033.34
31	HUNT PERSONNEL	1801-666 RUE SHERBROOKE O. MONTREAL QC H3A 1E7	14,744.30	0.00	14,744.30
32	HYDRO-QUEBEC	CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6	921.53	0.00	921.53
33	INCOTEL-GH IP SOLUTIONS	2397 RUE GUÉNETTE ST-LAURENT QC H4R 2E9	65.54	0.00	65.54
34	LA GREAT WEST	GESTION DE VERS.COLLECTIVE C.P. 1053 WINNIPEG MB R3C 2X4	1,969.02	0.00	1,969.02
35	LES MESSAGERIES SPEEDO	C.P. 234 SUCC. PLACE D'ARMES MONTREAL QC H2Y 3G7	152.25	0.00	152.25
36	LIFESTYLE	ERFURTER STRASSE 3 ECHING 85386 GERMANY	100.21	0.00	100.21
37	LOGICIEL FISCAL VL INC.	950 MICHELIN LAVAL QC H7L 5C1	525.09	0.00	525.09
38	LONGUE POINTE CHRYSLER	6200 BOUL. METROPOLITAIN EST MONTREAL QC H1S 1A9	3,272.76	0.00	3,272.76
39	MAGNET INTELL INC.	2110 DRUMMOND MONTREAL QC H3G 1X1	1,895.43	0.00	1,895.43
40	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	1,261,917.61	545,309.15	1,807,226.76
41	MEDIAS TRANSCONT. S.E.N.C.	107-710, RUE BOUVIER QUEBEC QC G2J 1C2	2,874.38	0.00	2,874.38
42	MEDIAS TRANSCONT. S.E.N.C.	SERV. DE L'APPL. DES PAIEMENTS 400 AVE. SAINTE CROIX, BUR.EST ST-LAURENT QC H4N 3L4	1,187.00	0.00	1,187.00

06-Nov-2014

Date


 Marc André Létoumeau

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
43	MICHEL COURNOYER CPA INC.	202-601, RUE ADONCOUR LONGUEUIL QC J4G 2M6	13,797.00	0.00	13,797.00
44	OGILVY & OGILVY	550-4150 RUE STE-CATHERINE O. WESTMOUNT QC H3Z 2Y5	1,390.09	0.00	1,390.09
45	POSTES CANADA	2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7	3,649.51	0.00	3,649.51
46	PRESTIGE & FANCY	8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7	1,286.29	0.00	1,286.29
47	PRO SERI INC.	310 - 2050 DANDURAND MONTREAL QC H2G 1Y9	172.47	0.00	172.47
48	REVENU QUEBEC	SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2	15,426.77	0.00	15,426.77
49	ROGERS	333 BLOOR STREET EAST TORONTO ON M4W 1G9	104.68	0.00	104.68
50	SHUI RUN INDUSTRIAL LTD	FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N.T. HONG KONG	2,553.38	0.00	2,553.38
51	SODA JEWELLERY CO., LTD	F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG	5,793.99	0.00	5,793.99
52	SOLISCO IMPRIMEURS -PRINTERS	120, 10E RUE SCOTT QUEBEC QC G0S 3G0	111,178.18	0.00	111,178.18
53	STS MAINTENANCE	401-2121, RUE CRESCENT MONTREAL QC H3G 2C1	824.26	0.00	824.26
54	TECSYS INC.	501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4	4,806.30	0.00	4,806.30
55	TRANSPORT FRONTIERE	C.P. BOX 1056 HEMMINGFORD QC J0L 1H0	1,182.17	0.00	1,182.17
56	TRIMEX WAREHOUSING & DIST.	PO BOX 219 2330 STATE RT. 11 MOOERS NY 12958 USA	4,025.50	0.00	4,025.50
57	TUTIMA (GERMANY)	POSTFACH 1153, D-27770 GANDERKESEE GERMANY	3,472.34	0.00	3,472.34
58	TUTIMA (H.K.)LTD	14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG	34,526.40	0.00	34,526.40
59	UNITED ART METALS FACTORY LTD	UNIT D, 6/F., MAI TAK IND. BLDG 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG	10,080.88	0.00	10,080.88
60	UPS	P.O. BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA	995.48	0.00	995.48
61	UPS SCS inc.	PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9	1,450.02	0.00	1,450.02
62	UPS SUPPLY CHAIN SOL., INC.	28013 NETWORK PLACE CHICAGO IL 60673-1280 USA	41.86	0.00	41.86
63	V. BOUTIN EXPRESS INC.	1397, SAVOIE PLESSISVILLE QC G9L 1J8	364.10	0.00	364.10
Total:			2,047,348.91	545,309.15	2,592,658.06

06-Nov-2014

Date


 Marc André Létoumeau

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "B"
 Secured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	AGENCE DU REVENU DU CANADA	305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8	17,502.87	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 17,502.87 0.00 0.00		
2	BANQUE ROYALE DU CANADA	UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4	3,087.00	Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		3,087.00		
3	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	610,644.00	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		10,000.00 0.00 43,571.85 11,763.00		545,309.15
4	REVENU QUEBEC	SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2	28,498.28	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 11,307.13 17,191.15 0.00		
Total:			659,732.15			114,423.00	0.00	545,309.15

06-Nov-2014

Date


 Marc André Létoumeau

EXHIBIT D

CANADA
Province of Québec
District of: Québec
Division No.: 41-1929950
Court No.: 500-11-046776-148
Estate No.: 41-1929950

SUPERIOR COURT
(Commercial Role)
In Bankruptcy and Insolvency

MINUTES OF THE FIRST MEETING OF CREDITORS

In the Matter of the Proposal of: Accessoires La Brea International Inc.	
Location of the meeting: Trustee's Office Richter Advisory Group Inc. 1981 McGill College Montréal QC H3B 2G2	Chairman of the meeting: Benoit Gingues, CPA, CA, CIRP
	Date and Time of the meeting: November 25, 2014 at 10:30 AM

I. ATTENDANCE

Benoit Gingues, CPA, CA, CIRP, Richter Advisory Group Inc., Trustee
Sophie Latendresse, CPA (US), Richter Advisory Group Inc., Trustee
Gerald Kandestin, Kugler Kandestin LLP, acting as legal counsel to the Debtor
Jeremy Cuttler, Kugler Kandestin LLP, acting as legal counsel to the Debtor
Marc Létourneau of Debtor, Accessoires La Brea International Inc.
Michael Lopes, Collections Officer, Revenue Canada

See attached attendance register (**Exhibit 1**).

II. QUORUM

Benoit Gingues, CPA, CA, CIRP, presides over the meeting of creditors.

The Chairman examines the proofs of claim and the proof of calling the meeting.

- confirms that the meeting is validly constituted and can proceed.
 declares that after 30 minutes, quorum has not been met for __ time and communicate his instructions to the attendees (see VIII).

III. TRUSTEE'S REPORT AND QUESTION PERIOD

The Chairman confirms that the Trustee has mailed the Notice of Proposal to Creditors to all known creditors of the debtor. The mailing included the Proposal, the Trustee's report on the state of affairs and finances of the debtor and on the Proposal, a proof of claim and proxy form and a votation form.

The assembly acknowledged receipt of the Trustee's report on the state of affairs and finances of the debtor and on the proposal.

The purpose of this meeting is to vote on the proposal.

The Trustee provided a brief overview of Accessoires La Brea International Inc.'s operations including causes of insolvency and recent developments as well as the latest financial information available. The Trustee reviewed the Debtor's Statement of Affairs and Proposal.

Given that the estimated distribution under a bankruptcy scenario would only cover the Crown Claims and a portion of Mr. Létourneau's Secured Claim, the Trustee recommends the approval of the Proposal since Mr. Létourneau postpones his Secured and Unsecured Claim and therefore, the remaining amount after Crown Claims is available for distribution to Unsecured Creditors.

IV. QUESTION PERIOD

During the question period, Mr. Michael Lopes of Revenue Canada inquired as to whether the Debtor's corporate tax return for the fiscal year ended May 31, 2014 had been filed. Mr. Marc Létourneau of Accessoires La Brea International Inc. confirmed that the tax return had not yet been filed and that given the financial results and fiscal losses accumulated to date by the Debtor, he did not anticipate any income tax payable.

V. VOTE ON THE PROPOSAL

	<i>Compilation of the creditors votation</i>			
	<i>In value</i>		<i>In number</i>	
	<u>\$</u>	<u>%</u>	<u>#</u>	<u>%</u>
In favour	170,076.94	100	12	100
Against	0	0	0	0

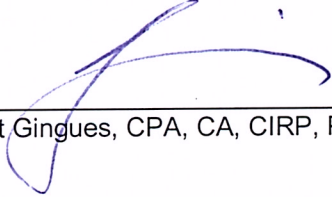
The Chairman informs the creditors that the proposal has been accepted by the required majority.

VI. APPOINTMENT OF MEMBERS OF THE CREDITORS' COMMITTEE

Member Michael Lopes Representing Revenue Canada

VII. ADJOURNMENT OF MEETING

There being no further items to discuss, the meeting was ended at 11:20 A.M.



Benoit Gingues, CPA, CA, CIRP, President

Appendices : Proof of calling for meeting
 Attendance sheet

CANADA
Province de Québec
District de : Québec
No Division : 01-Montréal
No Cour : 500-11-046776-148
No Dossier : 41-1929950


COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité


Affidavit d'envoi
Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Je, soussignée, du cabinet de Richter Groupe Conseil Inc., 1981 McGill College, 12^e étage, Montréal, Québec, déclare et dis ce qui suit :

1. Que j'ai fait expédier, par courrier ordinaire dûment affranchi, du bureau de poste de la ville de Montréal, province de Québec, le 12 novembre 2014, à tous les créanciers connus apparaissant à la Liste de poste ci-jointe et à la liste de poste des envois supplémentaires, au dirigeant de la personne morale insolvable, ainsi qu'à la cour, les documents suivants, soit :
 - (a) l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, auquel étaient joints :
 - i. une copie de la proposition;
 - ii. un état succinct de son actif et de son passif;
 - iii. une liste des créanciers visés par la proposition et dont les réclamations se chiffrent à 250 \$ ou plus;
 - iv. un formulaire de preuve de réclamation et de procuration;
 - v. un formulaire de votation; et
 - vi. un formulaire « Sélection du mode de participation au dividende ».
 - (b) le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, et dont copies conformes desdits documents sont annexées au présent affidavit.
2. Qu'à cette même date, j'ai fait expédier, par courriel, à toutes les personnes apparaissant à la Liste des envois supplémentaires par courriel, une copie du formulaire 01.1, l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copie conforme desdits documents sont annexées au présent affidavit, et
3. Qu'à cette même date j'ai également déposé électroniquement auprès du Bureau de division l'*Avis de la proposition aux créanciers et Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copies des confirmations de dépôt sont jointes au présent affidavit.


Soazig Bourguine


Assermentée dans la ville de Montréal,
en la province de Québec,
le 13 novembre 2014.



Commissaire à l'assermentation pour la
province de Québec

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Directeur	Marc André Létourneau		689 av. Bloomfield Montréal QC H2V 3S2
Tribunal	Cour Supérieure du Québec - Montréal		1, rue Notre-Dame E., bur. 1.146 Montréal QC H2Y 1B6
Garanti	AGENCE DU REVENU DU CANADA		305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8
	BANQUE ROYALE DU CANADA		UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4
	MARC-ANDRE LETOURNEAU		689 AV BLOOMFIELD OUTREMONT QC H2V 3S2
	REVENU QUEBEC		SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2
Non-garanti	3928446 CANADA INC.		206-5800 ST DENIS MONTREAL QC H2S 3L5
	9139-7240 QUEBEC INC.		102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4
	AGENCE DES SERV. FRONTALIERS CDA		DEPT.DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2
	AGENCE DU REVENU DU CANADA		BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2
	AGENCE DU REVENU DU CANADA		305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8
	ALARME SENTINELLE		7260 ST-URBAIN MONTREAL QC H2R 2Y6
	AMG CREATION		NANZHOU RD, HAIZHU DIST. NO.22 MANGJIAO EAST GUANGZHOU 510290 CHINA
	B.BOX		300 RUE DE LIEGE O. MONTREAL QC H2P 1H3
	BANQUE AMEX DU CDA		CP 4500, SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1
	BANQUE DE MONTREAL, M-C		P.O. BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2
	BANQUE DEV. DU CANADA		400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7
	BARCODE APPL. SOLUTIONS		6411 EDWARDS BLVD MISSISSAUGA ON L5T 2Y3
	BELL CANADA		CASE POSTALE 8712 SUCC. CENTRE-VILLE MONTREAL QC H3C 3P6
	BELL CANADA		CTRE DE VERS.CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7
	CIBC - VISA		PO BOX 4595, STN A TORONTO ON M5W 4X9

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	CORPORATION SUN MEDIA		100-298, RUE DE MARTIGNY O. SAINT-JEROME QC J7Y 4C9
	CSST		1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1
	DOYON IZZI NIVOIX AVOCATS		501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8
	ECO ENTREPRISES QUEBEC		600-1600, BOUL. RENE-LEVESQUE O. MONTREAL QC H3H 1P9
	EMBALLAGES CIRCO INC		4215, BOUL. POIRIER ST-LAURENT QC H4R 2A4
	ENCRE ET CIE LAURENTIDES INC.		695 E , CHEMIN AVILA PIEDMONT QC J0R 1R3
	FEDERAL EXPRESS CDA LTEE		P.O. BOX 4626 STN A TORONTO ON M5W 5B4
	FOURNITURES DE BUREAU DENIS		2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2
	GLAMOUR STEEL HK		NO. 1112 MANHATTAN CENTRE, NO.8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG
	GOLD WHITE		16/F, FLAT E1, STAGE 1, TUNG CHUN IND. 9-11 CHEUNG WING ROAD KWAI CHUNG,N.T HONG KONG
	GOOD YEAR MFG		YUEN SHING INDUSTRIAL BUILDING 901-1033 YEE KUK WEST STREET KOWLOON HONG KONG
	GROUPE AST (1993) INC.		CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1
	GUANGZHOU YAZHIQI JEWELLERY CO.		INN. BLDG / SME INN. & TECHN. ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA
	GUARD-X INC.		10600 PARKWAY MONTREAL QC H1J 1R6
	HEBEST TECHN. (SHENZHEN) CO., LTD		XINHU ROAD. 82 DISTRICT BAO'AN 641,640,638,UNIT A HUAMEIJU BUS. CTR SHENZHEN CHINA
	HUNT PERSONNEL		1801-666 RUE SHERBROOKE O. MONTREAL QC H3A 1E7
	HYDRO-QUEBEC		CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6
	INCOTEL-GH IP SOLUTIONS		2397 RUE GUÉNETTE ST-LAURENT QC H4R 2E9
	LA GREAT WEST		GESTION DE VERS.COLLECTIVE C.P. 1053 WINNIPEG MB R3C 2X4
	LES MESSAGERIES SPEEDO		C.P. 234 SUCC. PLACE D'ARMES MONTREAL QC H2Y 3G7
	LIFESTYLE		ERFURTER STRASSE 3 ECHING 85386 GERMANY

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	LOGICIEL FISCAL VL INC.		950 MICHELIN LAVAL QC H7L 5C1
	LONGUE POINTE CHRYSLER		6200 BOUL. METROPOLITAIN EST MONTREAL QC H1S 1A9
	MAGNET INTELL INC.		2110 DRUMMOND MONTREAL QC H3G 1X1
	MARC-ANDRE LETOURNEAU		689 AV BLOOMFIELD OUTREMONT QC H2V 3S2
	MEDIAS TRANSCONT. S.E.N.C.		107-710, RUE BOUVIER QUEBEC QC G2J 1C2
	MEDIAS TRANSCONT. S.E.N.C.		SERV. DE L'APPL. DES PAIEMENTS 400 AVE. SAINTE CROIX, BUR.EST ST-LAURENT QC H4N 3L4
	MICHEL COURNOYER CPA INC.		202-601, RUE ADONCOUR LONGUEUIL QC J4G 2M6
	OGILVY & OGILVY		550-4150 RUE STE-CATHERINE O. WESTMOUNT QC H3Z 2Y5
	POSTES CANADA		2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7
	PRESTIGE & FANCY		8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7
	PRO SERI INC.		310 - 2050 DANDURAND MONTREAL QC H2G 1Y9
	REVENU QUEBEC		SECTEUR R23CPF,3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2
	ROGERS		333 BLOOR STREET EAST TORONTO ON M4W 1G9
	SHUI RUN INDUSTRIAL LTD		FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N.T. HONG KONG
	SODA JEWELLERY CO., LTD		F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG
	SOLISCO IMPRIMEURS -PRINTERS		120, 10E RUE SCOTT QUEBEC QC G0S 3G0
	STS MAINTENANCE		401-2121, RUE CRESCENT MONTREAL QC H3G 2C1
	TECSYS INC.		501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4
	TRANSPORT FRONTIERE		C.P. BOX 1056 HEMMINGFORD QC J0L 1H0
	TRIMEX WAREHOUSING & DIST.		PO BOX 219 2330 STATE RT. 11 MOOERS NY 12958 USA
	TUTIMA (GERMANY)		POSTFACH 1153, D-27770 GANDERKESEE GERMANY
	TUTIMA (H.K.)LTD		14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG
	UNITED ART METALS FACTORY LTD		UNIT D, 6/F.,MAI TAK IND. BLDG 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG

Liste d'envoi aux créanciers

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Type de créancier	Nom	Attention	Adresse
Non-garanti	UPS		P.O. BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA
	UPS SCS inc.		PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9
	UPS SUPPLY CHAIN SOL., INC.		28013 NETWORK PLACE CHICAGO IL 60673-1280 USA
	V. BOUTIN EXPRESS INC.		1397, SAVOIE PLESSISVILLE QC G9L 1J8

Liste de poste des envois supplémentaires

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.**

AGENCE DU REVENU DU CANADA
CENTRE D'ARRIVAGE REGIONAL EN INSOLVABILITE
25, RUE DES FORGES, BUREAU 111
TROIS-RIVIERES QC G9A 2G4

COMMISSION DES NORMES DU TRAVAIL
A/S JEAN-GUY LABERGE, SERV. SURVEILLANCE
500, RENÉ-LÉVESQUE O., 26 ÉTAGE
MONTRÉAL (QUÉBEC) H2Z 2A5

CSST
1, COMPLEXE DESJARDINS
TOUR SUD, SUCC. DESJARDINS
MONTRÉAL QC H5B 1H1

DUN & BRADSTREET DU CANADA LTÉE
705-715 SQUARE VICTORIA
MONTRÉAL QC H2Y 2H7

EDC-EXPORT DEVELOPMENT CANADA
151 O'CONNOR
OTTAWA ON K1A 1K3

EULER HERMES
1155 RENÉ-LÉVESQUE O.
BUREAU 2810
MONTRÉAL QC H3B 2L2

GAZ MÉTROPOLITAIN
1717, RUE DU HAVRE
MONTRÉAL QC H2K 2X3

HYDRO-QUÉBEC
BUREAU DU RECOUVREMENT
140, CRÉMAZIE O., 1^{ER} ÉTAGE
MONTRÉAL QC H2P 1C3

REVENU QUÉBEC
DIRECTION RÉGIONALE DU RECOUVREMENT
DE LA CAPITALE-NATIONALE ET AUTRES RÉGIONS
1265 BOUL CHAREST OUEST - SECTEUR C65-6I
QUÉBEC QC G1N 4V5

REVENU QUÉBEC
DIRECTION RÉGIONALE DU RECOUVREMENT DE MONTRÉAL
1600 RENÉ-LÉVESQUE OUEST-3^È ÉTAGE
SECTEUR R23-CPF
MONTRÉAL QC H3H 2V2

RICHTER

CANADA
Province de Québec
District de : Québec
No division : 01-Montréal
No cour : 500-11-046776-148
No dossier : 41-1929950

COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

**Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(article 51 et alinéa 58(b) de la Loi)**

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Avis est donné qu'Accessoires La Brea International Inc., de la ville de Montréal en la province de Québec, a déposé une proposition entre nos mains, en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus vous trouverez une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition.

Une assemblée générale des créanciers sera tenue aux bureaux de Richter Groupe Conseil Inc., 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6, le 25 novembre 2014 à 10 h 30.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la proposition, telle que formulée ou telle que modifiée à l'assemblée. Si la proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

Avis est donné que, si la proposition est acceptée à l'assemblée générale des créanciers qui sera tenue le 25 novembre 2014 à 10 h 30, une demande sera faite au tribunal, Cour Supérieure du Québec – Montréal, 1, rue Notre-Dame E., Salle 16.10, Montréal QC H2Y 1B6, le 3 décembre 2014, à 9 heures, en vue de faire approuver la proposition d'Accessoires La Brea International Inc.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remis au préalable.

Conformément à la proposition, les Créanciers visés ont un choix relativement à la distribution des dividendes, dont ils peuvent se prévaloir en complétant et en retournant le formulaire ***Sélection du mode de participation au dividende*** ci-joint au syndic.

Daté le 12 novembre 2014, à Montréal en la province de Québec.

Richter Groupe Conseil Inc.
Syndic agissant *in re* la proposition de
Accessoires La Brea International Inc.


Benoit Gingras, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(English – over)



RICHTER

CANADA
Province of Quebec
District of: Quebec
Division No. 01-Montréal
Court No. 500-11-046776-148
Estate No. 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

**Notice of Proposal to Creditors and
Notice of Hearing of Application for Court Approval of Proposal**
(Section 51 and Paragraph 58(b) of the Act)

**In the Matter of the Proposal of
Accessoires La Brea International Inc.
Of the City of Montréal
In the Province of Quebec**

Take notice that Accessoires La Brea International Inc. of the City of Montréal, in the Province of Quebec, has lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets and liabilities and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at the offices of Richter Advisory Group Inc., 1981 McGill College, 11th Floor, Montréal QC H3A 0G6 on November 25, 2014 at 10:30 A.M.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

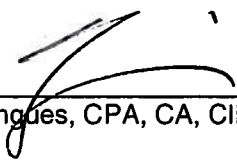
Take notice that, if the proposal is accepted by the creditors at a meeting held on November 25, 2014 at 10:30 A.M., an application will be made to the court, Superior Court of Québec – Montréal, 1 Notre-Dame E., Room 16.10, Montréal QC H2Y 1B6, on December 3, 2014 at 9:00 A.M. to approve the proposal of Accessoires La Brea International Inc.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

As stated in the Proposal, the affected Creditors have a dividend distribution option that they can exercise by filling and returning the enclosed ***Selection of the type of Dividend Participation*** form to the Trustee.

Dated at Montréal in the Province of Québec, on November 12, 2014.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Accessoires La Brea International Inc.


Benoit Gingues, CPA, CA, CIRP

T. 514.934.3400
F. 514.934.8603
claims@richter.ca

Richter Groupe Conseil Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Montréal, Toronto

(français - recto)



District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

Original Amended

- Form 78 -
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of
 Accessoires La Brea International Inc.
 Of the City of Montréal
 In the Province of Quebec

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 6th day of November 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	2,047,348.91
Balance of secured claims as per list "B"	545,309.15
Total unsecured creditors	2,592,658.06
2. Secured creditors as per list "B"	114,423.00
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	2,707,081.06
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	10,000.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	60,763.00
Doubtful	55,061.00
Bad	1,157,009.00
Estimated to produce	60,763.00
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
5. Deposits in financial institutions	0.00
6. Cash	28,810.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	14,850.00
15. Other property, as per list "H"	0.00


If debtor is a corporation, add:

Amount of subscribed capital	1,261,917.61
Amount paid on capital	0.00
Balance subscribed and unpaid	1,261,917.61
Estimated to produce	0.00
Total assets	114,423.00
Deficiency	2,592,658.06

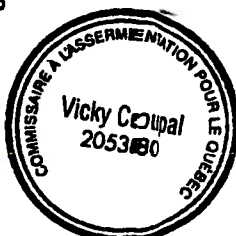
I, Marc André Létoumeau, of the City of Montréal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 6th day of November 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the City of Montréal in the Province of Quebec, on this 6th day of November 2014.


 Vicky Coupal, Commissioner of Oaths
 For the Province of Quebec
 Expires Sep. 18/2016


 Marc André Létoumeau



District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-046776-148
 No dossier: 41-1929950

original modifié

TRADUCTION

FORMULAIRE 78
 Bilan - proposition déposée par une entité
 (paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Dans l'affaire de la proposition de
 Accessoires La Brea International Inc.
 de la ville de Montréal
 en la province de Québec

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 6 novembre 2014. Une fois rempli, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF (tel que déclaré et estimé par l'officier)		ACTIF (tel que déclaré et estimé par l'officier)	
1. Créanciers non garantis: voir liste A	2,047,348.91	1. Inventaire	10,000.00
Équilibre de réclamations garantis: voir liste "B"	545,309.15	2. Aménagements	0.00
Créanciers non garantis total.	2,592,658.06	3. Comptes à recevoir et autres créances: voir liste E	
2. Créanciers garantis: voir liste B	114,423.00	Bonnes	60,763.00
3. Créanciers privilégiés: voir liste C	0.00	Douteuses	55,061.00
4. Dettes éventuelles, réclamations de fiduciaire ou autres (voir liste D) pouvant être réclamées pour une somme de ...	0.00	Mauvaises	1,157,009.00
Total du passif	2,707,081.06	Estimation des créances qui peuvent être réalisées	60,763.00
Surplus	NIL	4. Lettres de change, billets à ordre, etc., voir liste F	0.00
		5. Dépôts en institutions financières	0.00
		6. Espèces	28,810.00
		7. Bétail	0.00
		8. Machines, outillage et installation	0.00
		9. Immeubles et biens réels: voir liste G	0.00
		10. Ameublement	0.00
		11. REER, FERR, Assurances-vie etc	0.00
		12. Valeurs mobilières (actions, obligations, débiteures etc.	0.00
		13. Droits en vertu de testaments	0.00
		14. Véhicules	14,850.00
		15. Autres biens: voir liste H	0.00
		Si le débiteur est une personne morale, ajoutez :	
		Montant du capital souscrit	1,261,917.61
		Montant du capital payé	0.00
		Solde souscrit et impayé	1,261,917.61
		Estimation du solde qui peut être réalisé	0.00
		Total de l'actif	114,423.00
		Déficit	2,592,658.06

Je, Marc André Létourneau, de Montréal en la province de Québec, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de mes affaires en ce 6 novembre 2014, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou déclaré solennellement)
 devant moi le 6 novembre 2014, à Montréal en la province de Québec.

 Vicky Coupal, Commissaire à l'Assermentation
 pour la province de Québec
 Expire le 18 sep 2016

(Signed)

 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	3928446 CANADA INC.	206-5800 ST DENIS MONTREAL QC H2S 3L5	96,924.63	0.00	96,924.63
2	9139-7240 QUEBEC INC.	102-78 B ST-LOUIS LONGUEUIL QC J4R 2L4	3,712.55	0.00	3,712.55
3	AGENCE DES SERV. FRONTALIERS CDA	DEPT.DU REMBOURSEMENT 400 PLACE D'YOUVILLE, 5e ETAGE MONTREAL QC H2Y 2C2	103,570.69	0.00	103,570.69
4	AGENCE DU REVENU DU CANADA	BUREAU 8,500, SECTEUR HULCPF 170 RUE DE L'HOTEL-DE-VILLE GATINEAU QC J8X 4C2	103,623.76	0.00	103,623.76
5	AGENCE DU REVENU DU CANADA	305, BOUL. RENE-LEVESQUE O MONTREAL QC H2Z 1A8	3,018.47	0.00	3,018.47
6	ALARME SENTINELLE	7260 ST-URBAIN MONTREAL QC H2R 2Y6	379.75	0.00	379.75
7	AMG CREATION	NANZHOU RD, HAIZHU DIST. NO.22 MANGJIAO EAST GUANGZHOU 510290 CHINA	8,719.23	0.00	8,719.23
8	B.BOX	300 RUE DE LIEGE O. MONTREAL QC H2P 1H3	393.21	0.00	393.21
9	BANQUE AMEX DU CDA	CP 4500, SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1	17,155.04	0.00	17,155.04
10	BANQUE DE MONTREAL, M-C	P.O. BOX 11064 STN CENTRE-VILLE MONTREAL QC H3C 5A2	25,193.76	0.00	25,193.76
11	BANQUE DEV. DU CANADA	400-5, PLACE VILLE-MARIE MONTREAL QC H3B 5E7	33,154.97	0.00	33,154.97
12	BARCODE APPL SOLUTIONS	6411 EDWARDS BLVD MISSISSAUGA ON L5T 2Y3	1,875.80	0.00	1,875.80
13	BELL CANADA	CASE POSTALE 8712 SUCC. CENTRE-VILLE MONTREAL QC H3C 3P6	6,970.39	0.00	6,970.39
14	BELL CANADA	CTRE DE VERS.CLIENTS CP 11490, STATION CENTRE-VILLE MONTREAL QC H3C 5R7	925.85	0.00	925.85
15	CIBC - VISA	PO BOX 4595, STN A TORONTO ON M5W 4X9	30,332.68	0.00	30,332.68
16	CORPORATION SUN MEDIA	100-298, RUE DE MARTIGNY O. SAINT-JEROME QC J7Y 4C9	9,833.61	0.00	9,833.61
17	CSST	1 COMPLEXE DESJARDINS TOUR SUD, 31E ETAGE Montréal QC H5B 1H1	2,500.00	0.00	2,500.00
18	DOYON IZZI NIVOIX AVOCATS	501-6455, JEAN-TALON EST MONTREAL QC H1S 3E8	6,480.51	0.00	6,480.51
19	ECO ENTREPRISES QUEBEC	600-1600, BOUL.RENE-LEVESQUE O. MONTREAL QC H3H 1P9	15,233.74	0.00	15,233.74
20	EMBALLAGES CIRCO INC	4215, BOUL POIRIER ST-LAURENT QC H4R 2A4	555.73	0.00	555.73
21	ENCRE ET CIE LAURENTIDES INC.	695 E , CHEMIN AVILA PIEDMONT QC J0R 1R3	2,251.76	0.00	2,251.76

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	FEDERAL EXPRESS CDA LTEE	P.O. BOX 4626 STN A TORONTO ON M5W 5B4	181.78	0.00	181.78
23	FOURNITURES DE BUREAU DENIS	2990 BOUL LE CORBUSIER LAVAL QC H7L 3M2	938.13	0.00	938.13
24	GLAMOUR STEEL HK	NO. 1112 MANHATTAN CENTRE, NO.8 KWAI / CHEONG RD / KWAI CHUNG KOWLOON HONG KONG	4,414.62	0.00	4,414.62
25	GOLD WHITE	16/F, FLAT E1, STAGE 1, TUNG CHUN IND. 9-11 CHEUNG WING ROAD KWAI CHUNG, N.T HONG KONG	23,984.58	0.00	23,984.58
26	GOOD YEAR MFG	YUEN SHING INDUSTRIAL BUILDING 901-1033 YEE KUK WEST STREET KOWLOON HONG KONG	7,748.37	0.00	7,748.37
27	GROUPE AST (1993) INC.	CASE POSTALE 11417 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1	574.88	0.00	574.88
28	GUANGZHOU YAZHIQI JEWELLERY CO.	INN. BLDG / SME INN. & TECHN. ZONE 104-105, LIWAN RD, ROOM 401-403 GUANGZHOU 510173 CHINA	12,974.77	0.00	12,974.77
29	GUARD-X INC.	10600 PARKWAY MONTREAL QC H1J 1R6	945.52	0.00	945.52
30	HEBEST TECHN. (SHENZHEN) CO., LTD	XINHU ROAD, 82 DISTRICT BAO'AN 641640,638, UNIT A HUAMEIJU BUS. CTR SHENZHEN CHINA	16,033.34	0.00	16,033.34
31	HUNT PERSONNEL	1801-666 RUE SHERBROOKE O. MONTREAL QC H3A 1E7	14,744.30	0.00	14,744.30
32	HYDRO-QUEBEC	CP 11022, CENTRE-VILLE MONTREAL QC H3C 4V6	921.53	0.00	921.53
33	INCOTEL-GH IP SOLUTIONS	2397 RUE GUENETTE ST-LAURENT QC H4R 2E9	65.54	0.00	65.54
34	LA GREAT WEST	GESTION DE VERS.COLLECTIVE C.P. 1053 WINNIPEG MB R3C 2X4	1,969.02	0.00	1,969.02
35	LES MESSAGERIES SPEEDO	C.P. 234 SUCC. PLACE D'ARMES MONTREAL QC H2Y 3G7	152.25	0.00	152.25
36	LIFESTYLE	ERFURTER STRASSE 3 ECHING 85386 GERMANY	100.21	0.00	100.21
37	LOGICIEL FISCAL VL INC.	950 MICHELIN LAVAL QC H7L 5C1	525.09	0.00	525.09
38	LONGUE POINTE CHRYSLER	6200 BOUL. METROPOLITAIN EST MONTREAL QC H1S 1A9	3,272.76	0.00	3,272.76
39	MAGNET INTELL INC.	2110 DRUMMOND MONTREAL QC H3G 1X1	1,895.43	0.00	1,895.43
40	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	1,261,917.61	545,309.15	1,807,226.76
41	MEDIAS TRANSCONT. S.E.N.C.	107-710, RUE BOUVIER QUEBEC QC G2J 1C2	2,874.38	0.00	2,874.38
42	MEDIAS TRANSCONT. S.E.N.C.	SERV. DE L'APPL. DES PAIEMENTS 400 AVE. SAINTE CROIX, BUREST ST-LAURENT QC H4N 3L4	1,187.00	0.00	1,187.00

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 - Continued

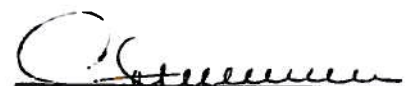
List "A"
 Unsecured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
43	MICHEL COURNOYER CPA INC.	202-601 RUE ADONCOUR LONGUEUIL QC J4G 2M6	13,797.00	0.00	13,797.00
44	OGILVY & OGILVY	550-4150 RUE STE-CATHERINE O. WESTMOUNT QC H3Z 2Y5	1,390.09	0.00	1,390.09
45	POSTES CANADA	2701 PROMENADE RIVERSIDE OTTAWA ON K1A 1L7	3,649.51	0.00	3,649.51
46	PRESTIGE & FANCY	8424 DE L'ESPLANADE AVE MONTREAL QC H2P 2R7	1,286.29	0.00	1,286.29
47	PRO SERI INC.	310 - 2050 DANDURAND MONTREAL QC H2G 1Y9	172.47	0.00	172.47
48	REVENU QUEBEC	SECTEUR R23CPF, 3E ETAGE 1600, BOUL. RENE-LEVESQUE O MONTREAL QC H3H 2V2	15,426.77	0.00	15,426.77
49	ROGERS	333 BLOOR STREET EAST TORONTO ON M4W 1G9	104.68	0.00	104.68
50	SHUI RUN INDUSTRIAL LTD	FLAT D & E 13/F, 17-21 KUNG YIP ST KWAI CHUNG N.T. HONG KONG	2,553.38	0.00	2,553.38
51	SODA JEWELLERY CO., LTD	F, TUNG NAM FACTORY BLDG 40 MA TAU KOK RD, UNIT 107,8 TOKWAWAN HONG KONG	5,793.99	0.00	5,793.99
52	SOLISCO IMPRIMEURS -PRINTERS	120, 10E RUE SCOTT QUEBEC QC G0S 3G0	111,178.18	0.00	111,178.18
53	STS MAINTENANCE	401-2121, RUE CRESCENT MONTREAL QC H3G 2C1	824.26	0.00	824.26
54	TECSYS INC.	501-15 ALLSTATE PARKWAY MARKHAM ON L3R 5B4	4,806.30	0.00	4,806.30
55	TRANSPORT FRONTIERE	C.P. BOX 1056 HEMMINGFORD QC J0L 1H0	1,182.17	0.00	1,182.17
56	TRIMEX WAREHOUSING & DIST.	PO BOX 219 2330 STATE RT. 11 MOOERS NY 12958 USA	4,025.50	0.00	4,025.50
57	TUTIMA (GERMANY)	POSTFACH 1153, D-27770 GANDERKESEE GERMANY	3,472.34	0.00	3,472.34
58	TUTIMA (H.K.) LTD	14F FEDERAL CENTRE, 77 SHEUNG ON ST CHAI WAN HONG KONG	34,526.40	0.00	34,526.40
59	UNITED ART METALS FACTORY LTD	UNIT D, 6/F., MAI TAK IND. BLDG 221 WAI YIP STREET, KWUN TONG KOWLOON HONG KONG	10,080.88	0.00	10,080.88
60	UPS	P.O. BOX 7247-0244 PHILADELPHIA PA 19170-0001 USA	995.48	0.00	995.48
61	UPS SCS Inc.	PO BOX 689 STATION ST-LAURENT ST-LAURENT QC H4L 4V9	1,450.02	0.00	1,450.02
62	UPS SUPPLY CHAIN SOL., INC.	28013 NETWORK PLACE CHICAGO IL 60673-1280 USA	41.86	0.00	41.86
63	V. BOUTIN EXPRESS INC.	1397, SAVOIE PLESSISVILLE QC G9L 1J8	364.10	0.00	364.10
Total:			2,047,348.91	545,309.15	2,592,658.06

06-Nov-2014

Date


 Marc André Létourneau

District of: Quebec
 Division No. 01- Montréal
 Court No.
 Estate No.

FORM 78 – Continued

List "B"
 Secured Creditors

Accessoires La Brea International Inc

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	AGENCE DU REVENU DU CANADA	305, BOUL RENE-LEVESQUE O MONTREAL QC H2Z 1A8	17,502.87	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 17,502.87 0.00 0.00		
2	BANQUE ROYALE DU CANADA	UNITE 02231 CP 11444, STATION CENTRE-VILLE MONTREAL QC H3C 5J4	3,087.00	Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		3,087.00		
3	MARC-ANDRE LETOURNEAU	689 AV BLOOMFIELD OUTREMONT QC H2V 3S2	610,644.00	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		10,000.00 0.00 43,571.85 11,763.00		545,309.15
4	REVENU QUEBEC	SECTEUR R23CPF,3E ETAGE 1600, BOUL RENE-LEVESQUE O MONTREAL QC H3H 2V2	28,498.28	Business Assets - Stock In Trade - Jewelry Cash on Hand - Chequing Debts Due - Business - Account receivable Motor Vehicles - Automobile - 2011 - Chrysler - Dodge		0.00 11,307.13 17,191.15 0.00		
Total			659,732.15			114,423.00	0.00	545,309.15

06-Nov-2014

Date


 Marc André Létourneau

RICHTER

CETTE FEUILLE DE RENSEIGNEMENTS EST FOURNIE AFIN DE VOUS AIDER À REMPLIR LE FORMULAIRE DE PREUVE DE RÉCLAMATION

- La preuve de réclamation doit être signée par l'individu qui la remplit.
- La signature du réclamant doit être attestée.
- Indiquer l'adresse complète (incluant le code postal) où tout avis et correspondance doivent être expédiés.
- Le montant sur le relevé de compte doit correspondre au montant réclamé sur la preuve de réclamation.

PARAGRAPHE 1 DE LA PREUVE DE RÉCLAMATION

- Si la personne qui complète la preuve de réclamation n'est pas le créancier lui-même, elle doit préciser son poste ou sa fonction.
- Le créancier doit déclarer la raison sociale complète de la compagnie ou du réclamant.

PARAGRAPHE 3 DE LA PREUVE DE RÉCLAMATION

- Un relevé de compte détaillé doit accompagner la preuve de réclamation et doit refléter les date, numéro de facture et montant de chaque facture ou charge, ainsi que les date, numéro et montant de tout crédit ou paiement. Un relevé de compte sera considéré comme incomplet si ce dernier commence avec un solde d'ouverture. Le créancier doit également indiquer ses adresse postale, numéro de téléphone, numéro de télécopieur et adresse électronique.

PARAGRAPHE 4 DE LA PREUVE DE RÉCLAMATION

- Un créancier non garanti (sous-paragraphe A) doit cocher ce qui s'applique en indiquant s'il revendique ou non un droit à un rang prioritaire en vertu de l'article 136 de la Loi sur la faillite et l'insolvabilité.
- Un créancier à titre de locateur suite à la résiliation d'un bail doit compléter le sous-paragraphe B et joindre tous les détails et les calculs.
- Un créancier garanti doit compléter le sous-paragraphe C et joindre les documents de garantie.
- Un agriculteur, un pêcheur ou un aquiculteur doit compléter le sous-paragraphe D.
- Un salarié doit compléter le sous-paragraphe E, le cas échéant.
- La partie F doit être complétée relativement à un régime de pension.
- Un créancier ayant une réclamation contre les administrateurs, lorsqu'une proposition le prévoit, doit compléter le sous-paragraphe G et y joindre tous les détails et les calculs.
- Un client d'un courtier en valeurs mobilières failli doit compléter le sous-paragraphe H.

PARAGRAPHE 5 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit indiquer s'il est ou n'est pas lié au débiteur, au sens de la définition de la Loi sur la faillite et l'insolvabilité, en rayant ce qui n'est pas applicable.

PARAGRAPHE 6 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit fournir une liste détaillée de tous les paiements reçus et/ou crédits accordés, soit :
 - a) au cours des trois mois précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur ne sont pas liés;
 - b) au cours des douze mois précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur sont liés.

PROCURATION

- a) un créancier peut voter en personne ou par procuration;
- b) une débitrice ne peut être nommée à titre de fondée de pouvoir pour voter à toute assemblée des créanciers;
- c) le syndic peut être désigné à titre de fondé de pouvoir pour le bénéfice de tout créancier;
- d) afin qu'une personne dûment autorisée ait le droit de voter, elle doit elle-même être créancière ou détentrice d'une procuration dûment exécutée. Le nom du créancier doit apparaître sur la procuration.

T. 514.934.3400
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Montréal (QC) H3A 0G6

Montréal, Toronto

(English - Over)



RICHTER

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM FORM

- The proof of claim must be signed by the individual completing the form.
- The signature of the claimant must be witnessed.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- If the individual completing the proof of claim is not the creditor himself, he must state his position or title.
- The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaim of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- A farmer, fisherman or aquaculturist must complete subparagraph (D).
- A wage earner must complete subparagraph (E), if applicable.
- Section F must be completed with regard to a pension plan.
- A claim against director(s) (subparagraph (G)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- A customer of a bankrupt securities firm must complete subparagraph (H).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she is or is not related to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.

PROXY

- a) A creditor may vote either in person or by proxy;
- b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
- c) The Trustee may be appointed as a proxy for any creditor;
- d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

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Montréal, Toronto

(français – recto)



RICHTER

PREUVE DE RÉCLAMATION

(articles 50.1, 81.5 et 81.6, paragraphes 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2) et 128(1) et alinéas 51(1)e) et 66.14b) de la Loi)

Expédier tout avis ou toute correspondance concernant la présente réclamation à l'adresse suivante :

Dans l'affaire de la proposition de **Accessoires La Brea International Inc.** de la ville de Montréal, province de Québec, et de la réclamation de

_____, créancier.

Je soussigné, _____ (nom du créancier ou du représentant du créancier), de _____ (ville et province), certifie ce qui suit :

1. Je suis le créancier du débiteur susnommé (ou je suis _____ (préciser le poste ou la fonction) de _____ (nom du créancier ou de son représentant)).

2. Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.

3. Le débiteur était, à la date de la Proposition, soit le 6 novembre 2014, endetté envers le créancier et l'est toujours, pour la somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle le débiteur a droit. (L'état de compte ou l'affidavit annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.)

4. (Cochez la catégorie qui s'applique et remplissez les parties requises.)

A. RÉCLAMATION NON GARANTIE AU MONTANT DE _____ \$
(Autre qu'une réclamation d'un client visée par l'article 262 de la Loi)

En ce qui concerne cette créance, je ne détiens aucun avoir du débiteur à titre de garantie et :
(Cochez ce qui s'applique.)

pour le montant de _____ \$, je ne revendique aucun droit à un rang prioritaire.
(« Créancier chirographaire »)

pour le montant de _____ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi.
(« Créancier privilégié »)

(Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)

B. RÉCLAMATION DU LOCATEUR SUITE À LA RÉSILIATION D'UN BAIL, AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 65.2(4) de la Loi, dont les détails sont mentionnés ci-après.
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

C. RÉCLAMATION GARANTIE AU MONTANT DE _____ \$

En ce qui concerne la créance susmentionnée, je détiens des avoirs du débiteur à titre de garantie, dont la valeur estimative s'élève à _____ \$ et dont les détails sont mentionnés ci-après :

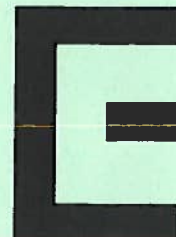
(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexez une copie des documents relatifs à la garantie.)

D. RÉCLAMATION D'UN AGRICULTEUR, D'UN PÊCHEUR OU D'UN AQUICULTEUR AU MONTANT DE _____ \$

J'ai une réclamation en vertu du paragraphe 81.2 (1) pour la somme impayée de _____ \$
(Veuillez joindre une copie de l'acte de vente et des reçus de livraison.)

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reclamations@richter.ca

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- E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE _____ \$
- J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi au montant de _____ \$
- J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi au montant de _____ \$
- F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE _____ \$
- J'ai une réclamation en vertu du paragraphe 81.5 de la Loi au montant de _____ \$
- J'ai une réclamation en vertu du paragraphe 81.6 de la Loi au montant de _____ \$
- G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE _____ \$
(A remplir lorsque la proposition vise une transaction quant à une réclamation contre les administrateurs.)
J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)
- H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE _____ \$
J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après :
(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

5. Au meilleur de ma connaissance, je suis lié (ou le créancier susnommé est lié) (ou je ne suis pas lié ou le créancier susnommé n'est pas lié) au débiteur selon l'article 4 de la Loi, et j'ai (ou le créancier susnommé a) (ou je n'ai pas ou le créancier susnommé n'a pas) un lien de dépendance avec le débiteur.

6. Les montants suivants constituent les paiements que j'ai reçus du débiteur, les crédits que j'ai attribués à celui-ci et les opérations sous-évaluées selon le paragraphe 2(1) de la Loi auxquelles j'ai contribué ou été partie intéressée au cours des trois mois (ou, si le créancier et le débiteur sont des « personnes liées » au sens du paragraphe 4 de la Loi ou ont un lien de dépendance, au cours des 12 mois) précédant immédiatement l'ouverture de la faillite, telle que définie au paragraphe 2(1) de la Loi. (Donnez les détails de s paiements, des crédits et des opérations sous-évaluées.)

Daté le _____, à _____.

Signature du créancier

Signature du témoin

Numéro de téléphone : _____

Numéro de télécopieur : _____

Adresse électronique : _____

REMARQUE : Si un affidavit est joint au présent formulaire, il doit avoir été fait devant une personne autorisée à recevoir des affidavits.

AVERTISSEMENTS : Le syndic peut, en vertu du paragraphe 128(3) de la Loi, racheter une garantie sur paiement au créancier garanti de la créance ou de la valeur de la garantie telle qu'elle a été fixée par le créancier garanti dans la preuve de garantie.

Le paragraphe 201(1) de la Loi prévoit l'imposition de peines sévères en cas de présentation de réclamations, de preuves, de déclarations ou d'états de compte qui sont faux.

FORMULAIRE DE PROCURATION

(paragraphe 102(2) et alinéas 51(1)e) et 66.15(3)b) de la Loi)

Dans l'affaire de la proposition de **Accessoires La Brea International Inc.**

Je, _____, de _____
(nom du créancier) (nom du village ou de la ville)

créancier dans l'affaire susmentionnée, nomme _____ de _____,

mon fondé de pouvoir à tous égards dans l'affaire susmentionnée, sauf la réception de dividendes, celui-ci _____

(étant ou n'étant pas) habilité à nommer un autre fondé de pouvoir à sa place.

Daté le _____, à _____.

Signature du créancier

Par : _____

Nom et titre du signataire autorisé

Signature du témoin

RICHTER

PROOF OF CLAIM

(Section 50.1, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

In the Matter of the Proposal of **Accessoires La Brea International Inc.** of the City of Montréal, Province of Quebec, and the claim of

_____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor).
2. That I have knowledge of all of the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Proposal, namely November 6, 2014, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. Check and complete appropriate category
 - A. UNSECURED CLAIM OF \$ _____
(Other than as a customer contemplated by Section 262 of the Act)
That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description)
 - Regarding the amount of \$ _____, I do not claim a right to a priority.
("Ordinary Creditor")
 - Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.
("Preferred Creditor")
(Set out on an attached sheet details to support priority claim)
 - B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)
 - C. SECURED CLAIM OF \$ _____
That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)
 - D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts).

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claims@richter.ca

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1981 McGill College
Montréal (QC) H3A 0G6 Montréal, Toronto





- E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
 - That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- G. CLAIM AGAINST DIRECTOR \$ _____
 (To be completed when a proposal provides for the compromise of claims against directors.)
 That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)
- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
 That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act,
 particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (provide details of payments, credits and transfers at undervalue)

Dated at _____, this _____ day of _____

Signature of creditor

Signature of witness

Telephone number: _____ Fax number: _____

E-mail address: _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
 WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
 Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

PROXY

(Subsection 102(2) and paragraphs 51(1)e) and 66.15(3)b) of the Act)

In the Matter of the Proposal of **Accessoires La Brea International Inc.**

I, _____, of _____
 (name of creditor) (name of town or city)

a creditor in the above matter, hereby appoint _____ of _____
 to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to
 appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____

Signature of creditor

Per: _____
Name and Title of Signing Officer

Signature of witness

RICHTER

CANADA

Province de Québec

District de : Québec

No division : 01-Montréal

No cour : 500-11-046776-148

No dossier : 41-1929950

COUR SUPÉRIEURE

(Chambre commerciale)

Loi sur la faillite et l'insolvabilité

FORMULAIRE DE VOTATION (proposition déposée en vertu de la section I) (alinéa 51(1)f) de la Loi)

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.

Je, _____, créancier
(ou Je, _____, représentant de _____ créancier)
de _____ (nom de la ville), créancier dans l'affaire susmentionnée à l'égard de la
somme de _____ \$, demande au syndic agissant relativement à la proposition de
Accessoires La Brea International Inc., de consigner mon vote _____ (en faveur de ou
contre) l'acceptation de la proposition faite le 6 novembre 2014.

Daté le ___ jour de _____ 201___, à _____.

Nom du créancier (personne physique)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne physique)

Signature du témoin

- OU -

Nom du créancier (personne morale)
(Veuillez écrire en lettres moulées)

Signature du créancier (personne morale)

Signature du témoin

Nom et titre du signataire autorisé
(Veuillez écrire en lettres moulées)

RICHTER

CANADA
Province of Québec
District of: Québec
Division No.: 01-Montréal
Court No.: 500-11-046776-148
Estate No.: 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

**VOTING LETTER
(Division 1 Proposal)
(Paragraph 51(1)f) of the Act)**

**In the Matter of the Proposal of
Accessoires La Brea International Inc.**

I, _____, creditor
(or I, _____, representative of _____, creditor)
of _____ (name of city), a creditor in the above matter for the sum of
\$ _____, hereby request the trustee acting with respect to the proposal of **Accessoires La Brea
International Inc.** to record my vote _____ (for or against) the acceptance of the proposal as made on
November 6, 2014.

Dated at _____, this _____ day of _____ 201_____.

Name of Individual Creditor (Please print)

Signature of Individual Creditor

Signature of Witness

- OR -

Name of Corporate Creditor (Please print)

Signature of Corporate Creditor

Signature of Witness

Name and Title of Signing Officer (Please print)

RICHTER

SÉLECTION DU MODE DE PARTICIPATION AU DIVIDENDE Dans l'affaire de la participation de Accessoires La Brea International Inc.

Conformément à la proposition, les Créanciers visés ont le choix qui suit relativement à la distribution des dividendes :

Option A

- Tout créancier visé peut choisir par écrit de recevoir le moindre de 500,00 \$ ou le montant de sa réclamation non garantie ou il peut faire le choix de réduire irrévocablement et inconditionnellement sa créance visée à 500,00 \$.

Option B

- Tout créancier non garanti peut choisir de partager, au pro rata.

Pour faire ce choix, un créancier doit aviser le syndic par écrit en remplissant le formulaire « **Sélection du mode de participation au dividende** » en tout temps avant le 15^e jour précédant immédiatement l'homologation.

Les créanciers qui ne transmettent pas le formulaire « **Sélection du mode de participation au dividende** » seront considérés comme des créanciers ayant choisi l'Option B.

Je, _____
(nom du créancier)

de _____
(adresse, ville, province)

(ou Je, _____, de _____
(nom du représentant du créancier) (nom de la ville)

(précisez le poste ou la fonction) (signature du créancier)

choisis l'option :

Option A: Paiement d'un dividende correspondant au moindre de cinq cent dollars (500,00 \$) ou le montant de la réclamation non garantie.

Dans le cas où le montant de la réclamation non garantie est supérieur à 500,00 \$, je comprends que le montant de la réclamation non garantie sera réputée, à toutes fins, avoir été irrévocablement et inconditionnellement réduite à 500,00 \$ et que je serai réputé, ou le créancier que je représente sera réputé, avoir renoncé irrévocablement et inconditionnellement à tous droits de déposer toute autre preuve de réclamation ou de participer à tous dividendes futurs au titre de la réclamation non garantie.

- OU -

Option B Quote-part, au pro rata, des dividendes prévus dans la proposition.

Fait à _____ ce _____ jour de _____ 201__.

Témoin

Signature du créancier à titre particulier

- OU -

Nom du créancier qui est une personne morale

Témoin

Signature du signataire autorisé

Nom et titre du signataire autorisé

RICHTER

SELECTION OF THE TYPE OF DIVIDEND PARTICIPATION In the Matter of the Proposal of Accessoires La Brea International Inc.

As stated in the Proposal, the affected Creditors have the following dividend distribution option:

Option A

- Any Ordinary Creditor may elect in writing to receive the lesser of \$500.00 or the amount of its Ordinary Claim or to irrevocably and unconditionally reduce such Ordinary Claim to \$500.00. The Creditors exercising this choice are designated as "Electing Creditors" in the Proposal.

Option B

- Any Ordinary Creditor may choose to share, on a pro rata basis.

In order to make this choice, a creditor must notify the Trustee in writing, by submitting the "**Selection of the type of Dividend Participation**" at any time prior to the 15th day immediately following Approval.

The creditors who do not file the "**Selection of the type of Dividend Participation**" form will be deemed to have selected Option B.

I, _____
(name of creditor)
of _____
(address, city, province)
(or I, _____, of _____
(name of the creditor's representative) (name of the city)

(title and function) (signature of the creditor)

Do hereby choose:

- Option A:** A one-time payment corresponding to the lesser of five hundred dollars (\$500.00) or the amount of the Ordinary Claim.

In the case where the amount of the Ordinary Claim is greater than \$500.00, I understand that the amount of the Ordinary Claim shall be deemed to have been irrevocably and unconditionally reduced to \$500.00 and that I, or the creditor I represent, will be deemed to have irrevocably and unconditionally waived and renounced to any rights to file any other proof of claim or to participate in any further dividends in connection with the Ordinary Claim.

- OR -

- Option B** Pro rata share of dividends in accordance with the Proposal.

Dated at _____ this ____ day of _____ 201____.

Witness

Signature of individual creditor

- OR -

Name of corporate creditor

Witness

Signature of signing officer

Name and title of signing officer

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

IN THE MATTER OF THE PROPOSAL
OF:

NO: 500-11-●-●
ESTATE NO.: 41-●

ACCESSOIRES LA BREA
INTERNATIONAL INC.

Debtor

PROPOSAL

ACCESSOIRES LA BREA INTERNATIONAL INC. (the "Debtor"), hereby submits the following Proposal under the *BIA*:

1. Definitions and Interpretation

1.1 In addition to words and terms otherwise defined herein, whenever used herein:

1.1.1 "Approval" means:

(a) acceptance of the Proposal by all Creditors entitled to vote and voting thereon in accordance with the relevant provisions of the *BIA*; and

(b) approval of the Proposal by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn;

1.1.2 "Approval Motion" has the meaning set forth in **Section 14.1** hereof;

1.1.3 "*BIA*" means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;

1.1.4 "Committee" has the meaning set forth in **Section 9** hereof;

1.1.5 "Court" means the Commercial Division of the Quebec Superior Court for the District of Montreal, sitting as the "court" as envisaged and defined in **Section 2(1) BIA** and includes any Justice thereof or, if applicable, the Registrar or any Deputy Registrar thereof;

1.1.6 "Creditors" mean all the creditors affected by the Proposal, namely the Crown, the Preferred Creditors, the Employee Creditors, and the Ordinary Creditors (including the Electing Creditors) and "Creditor" means any of them. All other creditors of the Debtor (including, without limitation, all Secured

Creditors to the extent of their Secured Claims) shall not be, in any manner whatsoever, affected or bound by the Proposal;

1.1.7 "Crown" means Her Majesty in Right of Canada or in right of any Province of Canada;

1.1.8 "Crown Claims" mean all Proven claims of the Crown as set forth and described in Section 60(1.1) *BIA*, which were outstanding on the Proposal Date, and **"Crown Claim"** means any of them;

1.1.9 "Electing Creditor Claims" mean all Proven Ordinary Claims in respect of which the Ordinary Creditors have elected (as set forth in **Section 7.1** hereof) to receive the lesser of \$500.00 or the amount of their Ordinary Claims or to reduce their respective Ordinary Claims to \$500.00, and **"Electing Creditor Claim"** means any of them;

1.1.10 "Electing Creditors" mean Ordinary Creditors having Electing Creditor Claims and **"Electing Creditor"** means any of them;

1.1.11 "Employee Claims" mean all Proven amounts which the Debtor's present or former employees would have been entitled to receive under Section 136(1)(d) *BIA* if the Debtor had become bankrupt on the Proposal Date, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period, all as envisaged by Section 60(1.3) *BIA*;

1.1.12 "Employee Creditors" mean all of the Debtor's past and present employees having Employee Claims and **"Employee Creditor"** means any of them;

1.1.13 "Guarantor" means Marc Létourneau;

1.1.14 "Official Receiver" means the "official receiver" as defined in Section 2 *BIA*;

1.1.15 "Ordinary Claims" mean all Proven claims other than Crown Claims, Employee Claims, Preferred Claims and Secured Claims, of any nature or source whatsoever, resulting from and/or arising out of any transaction entered into by the Debtor prior to the Proposal Date or any event which occurred prior to the Proposal Date, whether due or not due as of the Proposal Date and includes all such claims which are contingent and unliquidated (once quantified or liquidated) and **"Ordinary Claim"** means any of them. In addition to and notwithstanding the foregoing, "Ordinary Claims" include, under all circumstances:

(a) all Electing Creditor Claims; and

(b) all claims resulting from or arising out of any breaches of any obligations contracted by the Debtor prior to the Proposal Date where

such breaches occurred (i) at any time prior to the Proposal Date, or (ii) at any time between the Proposal Date and the date hereof;

1.1.16 "Ordinary Creditors" mean all persons having Ordinary Claims and "Ordinary Creditor" means any of them;

1.1.17 "Létourneau" means Marc Létourneau;

1.1.18 "Létourneau Security" means all security held by Létourneau;

1.1.19 "Létourneau Claim" means all Ordinary Claims and Secured Claims of Létourneau;

1.1.20 "Preferred Claims" mean all Proven claims, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *BIA* and in Sections 136(1)(d.01), (d.02), (d.1) and (e) through 136(1)(j) *BIA*, being such claims directed by the *BIA* to be paid in priority to all other claims in the distribution of the property of a bankrupt to the extent applicable to the Proposal and "Preferred Claim" means any of them;

1.1.21 "Preferred Creditors" mean all persons having Preferred Claims and "Preferred Creditor" means any of them;

1.1.22 "Proposal" means the present proposal and any and all future amendments hereto, which amendments may be made:

(a) at any time prior to a vote by the Creditors hereon; or

(b) by the Court at the time of Approval;

1.1.23 "Proposal Date" means the date of this Proposal;

1.1.24 "Proven" means, with reference to any Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims, all such claims that have been the object of a proof of claim in accordance with Section 124 *BIA*, filed with the Trustee in due time and allowed by the Trustee. With respect to all such claims:

(a) contingent and unliquidated claims and claims payable at a future time shall be governed by Sections 121(2) and 121(3) *BIA*;

(b) every provision of the *BIA* dealing with the right to vote a claim shall apply to the Proposal; and

(c) Proven Ordinary Claims under successive performance contracts which have not been repudiated or terminated by the Debtor shall be limited to amounts owing by the Debtor thereunder accruing only up to (but not after) the Proposal Date;

1.1.25 "Related Persons" mean any persons who are related to any other persons as defined and described in Section 4 *BIA* and **"Related Person"** means any of them;

1.1.26 "Secured Claims" mean the claims of all Secured Creditors, to the extent of the Value of the security held by each Secured Creditor;

1.1.27 "Secured Creditors" mean all persons falling within the definition of "secured creditor" as set forth in Section 2(1) *BIA* and **"Secured Creditor"** means any of them;

1.1.28 "Trustee" means Richter Advisory Group Inc., the trustee named herein; and

1.1.29 "Value" means, with respect to any claim filed by a Secured Creditor, the value of such Secured Creditor's security as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court.

1.2 The paragraph headings herein contained are for ease of reference only, shall not form of the Proposal and shall not be utilized, in any manner whatsoever, in the interpretation of the Proposal.

1.3 Whenever the context so provides, all references to the masculine shall include the feminine and *vice versa* and all references to the singular shall include the plural and *vice versa*.

1.4 All annexes to this document shall be deemed to form part of the Proposal.

1.5 In the event of any inconsistencies or discrepancies between the English language version of the Proposal and the French language version of the Proposal, the English language version of the Proposal shall govern and prevail under all circumstances.

2. Employee Claims

2.1 Subject to Paragraphs 2.2 and 2.3 hereof, all Employee Claims will be paid in full, within 60 days following Approval.

2.2 With respect to all of the Employee Creditors who are currently employed by the Debtor, all of their Employee Claims have been or shall have been fully paid by the Debtor to such Employees, in the normal course of the Debtor's business.

2.3 With respect to the Employee Creditors who are not currently employed by the Debtor (being, for greater certainty, all of the Employee Creditors other than those referred to in Paragraph 2.2 hereof), all of their Employee Claims will be paid in full on the latest of the following dates, namely:

2.3.1 5 days after acceptance of a valid proof of claim from such Employee

Creditor or the Court's definitively determining such proof of claim to be valid;

2.3.2 the date of Approval; or

2.3.3 the date of receipt of the relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada.

2.4 The Debtor undertakes to request all relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada upon acceptance of each Employee Claim.

3. Crown Claims

3.1 All Crown Claims, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid in full, within 60 days following Approval.

4. Secured Claims

4.1 All Secured Claims other than the Létourneau Claim shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors.

4.2 For greater certainty:

4.2.1 the Proposal is not addressed to Secured Creditors to the extent of their Secured Claims;

4.2.2 all Secured Creditors and their Secured Claims shall not be, in any manner whatsoever, affected or bound by the Proposal to the extent of their Secured Claims; and

4.2.3 if a Secured Creditor chooses to file a proof of claim and values its security in order to be considered as an Ordinary Creditor, then the Proven claim of such Secured Creditor in excess of the Value of its security shall be included in the class of Ordinary Creditors under the Proposal unless the Secured Creditor and the Debtor have agreed otherwise in writing.

4.3 Notwithstanding anything contained in **Section 4.2** hereof, the Létourneau Claim and the Létourneau Security shall be governed by the provisions of **Section 11** hereof.

5. Subsequent Claims

5.1 All claims arising in respect of property supplied, services rendered or other consideration given to the Debtor subsequent to the Proposal Date, including, without limitation, all salaries, remuneration and other compensation of the Debtor's employees for current services, have been or shall be paid in full by the Debtor in the ordinary course of the Debtor's business.

6. Preferred Claims

6.1 Within 60 days following Approval, all Preferred Claims of Preferred Creditors, without any interest whatsoever thereon, shall be paid prior to payment of all Ordinary Claims and after payment of all Crown Claims and Employee Claims.

7. Ordinary Claims

7.1 At any time prior to the 15th day immediately following Approval, any Ordinary Creditor may elect in writing (as provided for in its proof of claim or in any other manner acceptable to the Trustee) to receive the lesser of \$500.00 or the amount of its Ordinary Claim or to irrevocably and unconditionally reduce such Ordinary Claim to \$500.00, whereupon:

7.1.1 any such Ordinary Claim in excess of \$500.00 shall be deemed, for all purposes, to have been irrevocably and unconditionally reduced to \$500.00 and the Ordinary Creditor having an Ordinary Claim in excess of \$500.00 shall be deemed to have irrevocably and unconditionally waived and renounced to any rights to file a proof of claim in the Proposal in excess of \$500.00 or to participate in any further Dividends; and

7.1.2 any such Ordinary Creditor shall be treated as an Electing Creditor and such Ordinary Creditor's Ordinary Claim shall be treated as an Electing Creditor Claim under the Proposal.

7.2 The following shall be paid by the Debtor without any interest thereon whatsoever, in full and final settlement, release and discharge of all Ordinary Claims, within the following time periods (collectively the "Dividends"), namely:

7.2.1 the full amount of all Electing Creditor Claims shall be paid to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined) for distribution to all Electing Creditors as herein set forth, in full and final settlement, release and discharge of all Electing Creditor Claims; and

7.2.2 an amount of \$100,000.00, less:

- i)** all Crown Claims, Employee Claims and Preferred Claims; and
- ii)** amounts set forth in **Section 7.2.1** hereof,

shall be paid by the Debtor to the Trustee within 90 days following the granting of the Approval Motion (as hereafter defined), for distribution to all Ordinary Creditors (other than Electing Creditors) as herein set forth.

7.3 All amounts referred to in **Section 7.2** hereof shall be paid by the Debtor to the Trustee on or before each of the respective time periods therein set forth and shall thereafter be distributed by the Trustee to the Ordinary Creditors, according to the

amount of their respective Proven Ordinary Claims, as follows:

7.3.1 the amount set forth in **Section 7.2.1** hereof shall be distributed by the Trustee to the Electing Creditors as set forth in **Section 7.2.1** hereof; and

7.3.2 the amount set forth in **Section 7.2.2** hereof shall be distributed by the Trustee to the Ordinary Creditors (other than the Electing Creditors) on a *pro rata* basis, according to the amounts of their respective Proven Ordinary Claims.

7.4 Subject to the occurrence of Approval, the payment of the Dividends is hereby guaranteed by the Guarantor.

7.5 The Debtor shall be entitled, at any time whatsoever, to prepay the Dividends, in whole or in part, without any indemnity or penalty whatsoever.

7.6 The Dividends, without any interest whatsoever thereon, once paid by the Debtor to the Trustee in accordance with the provisions of this Proposal, shall constitute full and final settlement of and shall operate as a complete release and discharge of all Ordinary Claims.

8. Claims Against Directors

8.1 In accordance with Section 50(13) *BIA*, Approval of the Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature or source whatsoever, of all Creditors and any other persons against all of the Debtor's past and present directors which arose before the Proposal Date and which relate to obligations of the Debtor where such directors are by law liable in their capacity as directors for payment of such obligations.

8.2 Nothing in the Proposal shall be deemed, in any manner whatsoever, to constitute any acknowledgement of any liability or obligations of any of the Debtor's past or present directors.

9. Committee

9.1 A committee (the "**Committee**") of up to 3 individuals shall be appointed by the Ordinary Creditors at a meeting of the Creditors called to consider the Proposal. Such Committee shall be thereafter deemed to have been formed and constituted for the purposes hereafter set forth.

9.2 The powers of the Committee shall be limited to the following:

9.2.1 to advise the Trustee in connection with the administration of the Proposal;

9.2.2 to waive any default in the execution of the Proposal;

9.2.3 to confirm that the Debtor has satisfied all of the terms and conditions of

the Proposal; and

9.2.4 to adjourn the payment of Dividends to Ordinary Creditors provided for in the Proposal.

10. Preferences, Transfers at Under Value, etc.

10.1 All of the provisions of and all rights, remedies and recourses under and/or pursuant to:

10.1.1 Sections 95 through 101 *BIA*;

10.1.2 Articles 1631 through 1636 of the *Civil Code of Québec*; and

10.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 10.1.1** and/or **10.1.2** hereof in any province of Canada other than the Province of Québec,

shall not, in any manner whatsoever, apply to this Proposal, such that:

10.1.4 all of such provisions, rights, remedies and recourses and any claims based thereon shall be completely unavailable to the Trustee or any Creditors against the Debtor, any of the Debtor's property, any other Creditor or any other person whatsoever; and

10.1.5 the Trustee and all of the Creditors shall be deemed, for all purposes whatsoever, to have irrevocably and unconditionally waived and renounced to such provisions, rights, remedies and recourses and any claims based thereon against the Debtor, the Debtor's property, any other Creditor or any other persons,

arising from and/or as a result of any matter whatsoever which occurred at any time prior to the Proposal Date.

11. Létourneau Claim

11.1 Conditional upon Approval of the Proposal, Létourneau hereby unconditionally and irrevocably:

11.1.1 subordinates and postpones the entire Létourneau Claim to and in favour of full payment of the Dividends, such that Létourneau shall not be entitled to receive any payment from the Debtor of any principal of or interest on the Létourneau Claim unless and until all of the Dividends shall have been fully paid to the Ordinary Creditors as set forth in the Proposal; and

11.1.2 waves and renounces to any right to prove the whole or any portion of the Létourneau Claim as an Ordinary Claim under the Proposal.

11.2 The provisions of **Section 11.1** hereof shall survive:

11.2.1 any annulment of the Proposal; or

11.2.2 any bankruptcy of the Debtor occurring after Approval but prior to satisfaction of the Proposal.

11.3 The provisions of **Sections 7.4, 11.1 and 11.2** hereof are subject to the suspensive condition of Approval, such that the failure of Approval shall automatically render the provisions of **Sections 7.4, 11.1 and 11.2** hereof null, void and inoperative for all purposes.

11.4 Except to the extent affected by the subordination, postponement, waiver and renunciation set forth in **Section 11.1** hereof, the Létourneau Claim and the Létourneau Security will be and remain unaffected by the Proposal.

12. Powers of the Trustee

12.1 Subject to the rights of the Secured Creditors, the Trustee shall have the following rights, powers and authority, namely:

12.1.1 to receive periodic reports from the Debtor on it's business operations and activities;

12.1.2 to have full access to the Debtor's premises as well as the Debtor's books, records and documents in order to obtain such information on the Debtor's activities as the Trustee may consider appropriate, in its sole discretion; and

12.1.3 to examine, accept or contest any security or alleged security of any Secured Creditor or the evaluation thereof.

12.2 The rights, powers and authority set forth and enumerated in **Section 12.1** hereof are in addition to and not in lieu of all of the Trustee's rights, powers and authorities under the *BIA* and any other applicable laws.

13. Trustee

13.1 The Trustee will be the trustee under the Proposal. All monies payable to the Creditors affected by the Proposal shall be paid over to the Trustee which shall make all payments provided for hereunder (including, without limitation, payment of all Dividends), in accordance with the provisions of the Proposal.

14. Notice of Presentation of Approval Motion

14.1 Each of the Creditors and the Official Receiver are hereby given notice that, after acceptance of this Proposal by the Creditors entitled to vote and voting thereon in

accordance with the relevant provisions of the *BIA*, the Trustee and/or the Debtor will present an application to the Court (the "Approval Motion") for Approval;

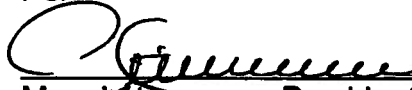
14.2 The Approval Motion will be presented before the Court in **Room 16.10** of the Palais de Justice, 1 Notre Dame Street, East, City of Montreal, Province of Québec, on **December 3, 2014 at 9 o'clock a.m.** or so soon thereafter as counsel may be heard.

14.3 The forwarding of this Proposal to the Creditors and the Official Receiver shall avail, for all purposes, as valid and proper signification and service of the Approval Motion on all of the Creditors and the Official Receiver.

Montreal, Province of Québec, Canada
this 6th day of November, 2014.

**ACCESSOIRES LA BREA INTERNATIONAL
INC.**

Per:



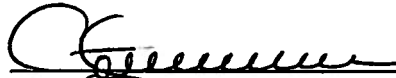
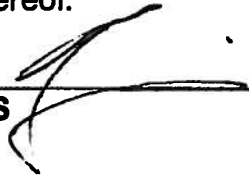
Marc Létourneau, President

WITNESS



MARC LÉTOURNEAU, hereby agrees to be bound by the provisions of **Sections 7.4** and **11** hereof.

WITNESS



Marc Létourneau

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC
DIVISION NO.: 01-MONTREAL
COURT NO.: 500-11-046776-148
ESTATE NO.: 41-1929950

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

Accessoires La Brea International Inc.
a legal person duly constituted, having its
registered office at 5800 rue St-Denis, Suite 1206
Montreal QC H2S 3L5

Debtor

- and -

Richter Advisory Group Inc.

Trustee

**REPORT OF THE TRUSTEE ON THE FINANCIAL SITUATION
OF THE DEBTOR AND ON THE PROPOSAL
(Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*)**

Pursuant to Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*, and to assist the creditors in considering the Proposal, the Trustee is submitting its report on the financial situation of the Debtor and on the Proposal.

We caution the reader that we have neither conducted an audit nor a verification of the books and records of the Debtor. Consequently, we cannot render an opinion as to the accuracy of the information contained therein. The information discussed herein emanates from the books and records of the Debtor as well as from our discussions with the Management of the Debtor.

I. INTRODUCTION

On November 6, 2014, Accessoires La Brea International Inc. (hereinafter "La Brea", the "Debtor" or the "Company") filed a Proposal in accordance with the *Bankruptcy and Insolvency Act* (hereinafter referred to as the "Act" or "BIA"). We have enclosed herewith the Proposal made by the Debtor to its creditors, a proof of claim form, a voting form, a proxy, and a notice indicating the place and time of the Meeting of Creditors to address the Proposal.

The following summarizes the relevant information and key elements that may assist the creditors in evaluating the Debtor's affairs and the Proposal.

Take notice that, if the Proposal is accepted by the creditors at the meeting to be held on November 25, 2014, an application will be made to the Québec Superior Court, judicial district of Montréal, 1 Notre-Dame Street E., Room 16.10, Montréal, QC, H2Y 1B6 on December 3, 2014, at 9 o'clock to approve the proposal of the Debtor.

II. OVERVIEW OF THE COMPANY

La Brea is an importer and wholesale distributor of jewellery, watches and accessories. In May 2014, the Company sold its "Steelx Watches & Jewellery" trademark ("Steelx") and related inventory excluding inventory on consignment at The Bay locations and Wal-Mart stores located in Canada. The details of the transaction are further described below.

The Debtor's current operations are limited to the ongoing sale of its remaining Steelx inventory at five The Bay locations (Downtown Montreal, Carrefour Laval, Les Galeries de La Capitale, Promenades St-Bruno and Place Rosemère) as well as residual inventory at Wal-Mart and various independent jewelers. The Debtor is no longer operating out of its office at 5800 St-Denis Street. Mr. Marc-André Létourneau is currently assisted by a part-time operations staff and a part-time accounting staff.

III. CAUSES OF INSOLVENCY AND RECENT DEVELOPMENTS

After experiencing cash flow issues in 2013 as a result of decreased sales, the Debtor initiated a liquidation plan which involved transferring inventory to heavier traffic The Bay locations, offering 50%-90% discounts on merchandise at these stores and increasing advertising. The Company also offered independent jewellers discounted lots of merchandise and extended its business hours at the 5800 St-Denis store (this location also being the Company's head office).

As the liquidation plan proved unsuccessful, the Debtor embarked on the sale process of its Steelx product line and remaining inventory in March 2014. The Company, with the assistance of Richter, actively searched for, identified and contacted 56 potential buyers to determine the level of interest in the marketplace. As a result of these efforts, La Brea received two offers from interested parties, one from Prime Art and Jewel ("PAJ") for the Steelx brand and remaining related inventory, and one from a liquidator for all the inventory on-hand. La Brea deemed the liquidator's offer insufficient and accepted the PAJ offer.

IV. TRANSACTION

PAJ Canada Company (the "Purchaser"), the Canadian division of PAJ, and the Debtor executed an Asset Purchase Agreement ("APA") on May 29, 2014. Pursuant to the terms of the APA, the Purchaser acquired the "Steelx Watches & Jewellery" trademark and Steelx inventory excluding inventory on consignment at The Bay locations and Wal-Mart stores ("Purchased Assets").

The APA provides for the Purchaser to use commercially reasonable efforts to sell the Purchased Assets at prices mutually agreed to by both the Purchaser and the Debtor. As per the APA, the Purchaser will pay the Debtor an amount equal to sixty percent (60%) of the total collected net sales revenue (defined as gross sales revenues from the sale of the inventory after the date of the agreement less any discounts, rebates, chargebacks and returns) from sales of the Purchased Assets (up to December 30, 2019) until La Brea has received the lesser amount of: i) La Brea's documented inventory cost (amount estimated at \$714,840) or ii) \$600,000. Any remaining inventory as at December 31, 2019, will terminate the obligation to pay the purchase price. The Purchased Asset consideration is payable on a monthly basis. At closing, La Brea received a deposit of \$100,000 from the Purchaser for the inventory and \$50,000 for the trademark. These amounts were remitted to CIBC to pay down a portion of the Debtor's outstanding secured loan.

In addition, the APA provides for Mr. Létourneau's continual involvement with the brand on a consulting basis.

V. FINANCIAL INFORMATION

The following financial data was extracted either from the books and records of the Debtor, the unaudited financial statements or from discussions held with Management. This information is submitted solely to assist the reader in assessing the current financial position of the Debtor.

The Trustee makes no representation or warranty as to the accuracy of said financial information.

A) Statement of Earnings (Deficit)

Accessoires La Brea International Inc. Statement of Earnings			
	F2014 Unaudited (6 months ended Dec. 31, 2013)	F2013 Unaudited (May 31, 2013)	F2012 Unaudited (May 31, 2012)
Revenue	\$ 1,993,675	\$ 3,119,669	\$ 3,161,464
Cost of Goods Sold	1,123,773	1,493,832	1,579,824
Gross Margin	<u>869,902</u>	<u>1,625,837</u>	<u>1,581,641</u>
Salaries and Benefits (Operations)	288,651	535,446	510,844
Salaries and Benefits (Administration)	88,315	174,461	214,525
Subcontractor	25,228	23,404	43,303
Advertising and Promotions	2,029	116,593	232,635
Bad Debts	73	29,901	13,472
Commissions	106,496	156,023	190,761
Interest and Bank Fees	22,341	35,623	36,708
Interest on Line of Credit	51,174	75,315	59,515
Interest on Long term Debt	5,772	13,095	21,475
Office Supplies	69,377	118,961	119,804
Professional Fees	80,344	27,520	33,741
Rent	50,647	86,568	87,578
Membership Dues	2,990	30,750	17,769
Taxes and Permits	10,508	81	1,996
Insurance	15,462	33,831	36,935
Travel and Sales Representative	42,912	126,170	152,544
Electricity	4,375	6,833	6,860
Depreciation	25,616	53,749	60,844
General and Administrative Expenses	<u>892,309</u>	<u>1,644,325</u>	<u>1,841,310</u>
Earnings Before Taxes	(22,407)	(18,488)	(259,669)
Taxes	-	(2,394)	(34,788)
Net Earnings (Deficit)	<u>\$ (22,407)</u>	<u>\$ (16,094)</u>	<u>\$ (224,881)</u>

As shown in the above table, for the 6-month period ended December 31, 2013 (the latest information available), the Debtor reported revenues of \$1,993,675 and a net loss of \$22,407. It is important to note that consignment inventory shipped to The Bay and Wal-Mart is included in the revenue amount therefore, distorting the actual sales amount for the period. The Company obtains sales reports from Wal-Mart and The Bay in order to track its consignment sales. **Management estimates that, for the 6-month period ended December 31, 2013, actual sales represented approximately \$550K of the \$1,993,675.**

B) Historical Balance Sheet

Accessoires La Brea International Inc. Balance Sheet			
	As at Dec. 31, 2013	As at May 31, 2013	As at May 31, 2012
	Unaudited	Unaudited	Unaudited
Assets			
Cash	\$ -	\$ -	\$ -
Accounts Receivable (Note 1)	2,120,717	1,351,188	1,342,268
Prepaid Expenses	39,641	40,737	43,289
Inventory	1,353,775	1,892,977	2,111,687
Certificate of Deposit (USD)	2,606	2,481	2,426
	<u>3,516,740</u>	<u>3,287,382</u>	<u>3,499,670</u>
Deferred Charges	370,364	350,295	256,653
Property, Plant and Equipment	258,652	283,928	323,160
	<u>\$ 4,145,755</u>	<u>\$ 3,921,605</u>	<u>\$ 4,079,483</u>
Liabilities			
Bank indebtedness	\$ 1,321,603	\$ 1,739,956	\$ 1,775,425
Trade Accounts Payable	480,377	252,784	260,683
Other Accounts Payable & Accrued Liabilities	217,663	80,348	97,929
	<u>2,019,643</u>	<u>2,073,089</u>	<u>2,134,036</u>
Due to Marc Létourneau	1,041,004	621,335	587,691
Long-term debt	151,730	190,072	306,094
	<u>3,212,377</u>	<u>2,884,495</u>	<u>3,027,821</u>
Shareholder's Equity			
Capital Stock	50,210	50,210	50,210
Retained Earnings	883,168	986,900	1,001,452
	<u>\$ 4,145,755</u>	<u>\$ 3,921,605</u>	<u>\$ 4,079,483</u>

Note 1: Management estimates the value of the Accounts Receivable balance related to consignment inventory shipped to The Bay and Wal-Mart stores but not yet sold to be \$1.3 million.

C) Debtor's Statement of Affairs - Assets

Based on the Debtor's Statement of Affairs as of November 6, 2014, and certain additional information provided by Management, the Debtor's assets can be summarized as follows:

Accessoires La Brea International Inc. Assets	
Cash in Bank	\$ 28,810
Accounts Receivable - Collectible	
Accounts Receivable - Total	\$ 1,272,833
Accounts Receivable - Bad	(1,157,009)
Accounts Receivable - Doubtful	(55,061)
	60,763
Van - Dodge Caravan 2011	14,850
Inventory (estimate)	10,000
	<u>\$ 114,423</u>

Estimated gross realization amount is prior to consideration of the payment of post-filing obligations as well as professional fees.

Of the remaining \$1,273K of receivables currently on the books, \$1,157K of receivables are considered uncollectible based on the age of the accounts (approximately \$700K relate to goods on consignment at full wholesale value), and \$55K are considered doubtful. The Debtor estimates the recoverable accounts receivable balance at approximately \$61K. This balance is due from two department stores and approximately 30 independent jewelers.

The Company currently leases a 2011 Chrysler Dodge Caravan used for merchandise delivery. As per the Canadian Black Book of car values, the average asking price is \$14,850 for this model. Actual asking price can vary to reflect the vehicle's individual characteristics.

The Company estimates that the liquidation value of the remaining inventory held by La Brea is \$10,000 based on the expressions of interest and offers received during the sale process. Management plans on selling this merchandise at The Bay locations over the next few months (consignment sales).

D) Debtor's Statement of Affairs - Liabilities

The Debtor has provided us with a list of its creditors. Notices have been sent to the known creditors and, to date, we are unable to determine if the Debtor's records agree with those of its creditors. As Proofs of Claim are received, we shall record the specific amounts claimed by the creditors, and prior to paying any dividend, we shall perform a variance analysis (where applicable).

Liabilities indicated below are based on the books and records of the Debtor, the Statement of Affairs as of November 6, 2014, Management's representations as well as information provided by certain creditors.

Accessoires La Brea International Inc. Liabilities	
Secured Creditors	
Related Party (Mr. Létourneau)	\$ 610,644
Unrelated Creditors	-
Crown Claims and Preferred Creditors	46,001
Unsecured Creditors	
Related Party (Mr. Létourneau)	1,261,918
Unrelated Creditors	788,518
	<u>\$ 2,707,081</u>

In August 2014, Mr. Létourneau purchased the CIBC debt (\$610,644) and security and therefore, Mr. Létourneau has a first ranking secured claim against all the assets of the Debtor. The Crown Claims and Preferred Creditors balance of \$46,001 pertains to the employee portion of outstanding federal and provincial deductions at sources. In addition, Mr. Létourneau has advanced funds to the Debtor totaling \$1.3 million.

We caution that these amounts may change as proofs of claim are received.

VI. PROPOSAL

A) Summary

As noted above, the Debtor's current operations are limited to the ongoing sale of its remaining Steelx inventory at five The Bay locations, residual inventory at various independent jewelers as well as collection from the PAJ transaction. The Debtor is no longer operating out of its office at 5800 St-Denis Street. Mr. Létourneau is currently assisted by a part-time operations staff and a part-time accounting staff to assist the Debtor in collecting the remaining trade receivables.

The terms of the Proposal provide that a payment of \$100K less payment of Crown Claims, Employee Claims and Preferred Claims be remitted by the Debtor to the Trustee within 90 days following approval of the Proposal for distribution to Ordinary Creditors. Subject to the approval of the Proposal, the payment of the Dividend is guaranteed by the Guarantor, Mr. Létourneau.

Upon acceptance of the Proposal, Mr. Létourneau agrees as follows in respect of funds owing to him as Secured and Unsecured Creditor (the "Létourneau Claims"):

- The Létourneau Claims shall be subordinated and postponed and shall not be entitled to receive any payment from the Debtor of any principal or interest unless and until all the dividend has been fully paid to Ordinary Creditors under the Proposal;
- Mr. Létourneau waives and renounces to any right to prove the whole or any portion of the Létourneau Claim as an ordinary claim under the Proposal.

B) Amounts to be paid as a priority

According to the terms of the Proposal, the following amounts must be paid in priority:

- All Secured Claims other than the Létourneau Secured Claim shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors;
- Amounts due to Her Majesty the Queen in right of Canada or of any province which are subject to a demand under subsection 224 (1.2) of the *Income Tax Act*, or of any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224 (1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts, or of any provision of provincial legislation essentially similar to the foregoing provisions as provided in paragraph 60(1.1)(c) of the Act and that

were outstanding at the time of the filing of the Proposal, shall be paid in their entirety, without interest, within sixty (60) days after the approval of the Proposal;

- Amounts owing to employees (past and present) and that they would have been entitled to receive under Section 136(1)(d) of the Act if the Debtor had been declared bankrupt on the date of the approval of the Proposal, shall be paid in their entirety immediately after the approval of the Proposal;
- The Preferred Claims, without interest or penalty, shall be paid in their entirety in priority to Unsecured Claims within sixty (60) days of the approval of the Proposal.

C) Amounts to be disbursed to Ordinary Creditors

The amount available after payment of the above-mentioned amounts ("Net Amount") shall be paid to the Trustee within 90 days of the Approval of the Proposal and shall be distributed to Ordinary Creditors as follows:

- Each of the Ordinary Creditors shall receive, in full and final payment of its Unsecured Claim, without interest or penalty:
 - a) Provided the creditor makes an election, the lesser of five hundred dollars (\$500) or the amount of its Unsecured Claim as set out in its proof of claim or an irrevocable and unconditional reduction of such Unsecured Claim to five hundred dollars (\$500); or
 - b) A pro-rata share of the balance of the Net Amount (after payment of the amount defined in a) above).

D) Creditors' Committee

The Debtor consents to the creation of a committee which shall be comprised of, at most, three (3) individuals (the "Committee") designated by the creditors at the Meeting of Creditors. The Committee shall have the following powers:

- to advise the Trustee with respect to the administration of the Proposal;
- to waive any default in the execution of the Proposal;
- to confirm that the Debtor has satisfied all of the terms and conditions of the Proposal; and
- to adjourn the payment of any dividends to Ordinary Creditors provided for in the Proposal.

VII. ESTIMATE AS TO DISTRIBUTION TO CREDITORS

In the event that the creditors reject the Proposal, the Debtor will automatically be bankrupt and the net proceeds from the liquidation of the assets (after the payment of the Trustee's fees and expenses) will be distributed to the creditors in the order provided for under the Act. The following information is to inform the creditors on the estimate as to the distribution to creditors under the Proposal in comparison to the estimated distribution under a bankruptcy scenario.

A) Proposal

Based on the Claims reflected in the Debtor's Statement of Affairs, the amount of the Proposal (\$100,000) would be distributed as follows:

Accessoires La Brea International Inc. Proposal				
Proposal Amount			<u>\$ 100,000</u>	
		Estimated Claims	Estimated Distribution	
Crown Claims	\$	46,001	\$ 46,001	100.0%
Unsecured Creditors (Note 1)		788,518	53,999	6.8%
			<u>\$ 100,000</u>	
Note 1: Excluding the Létourneau Unsecured Claim.				

B) Bankruptcy

In a bankruptcy scenario, it has been estimated that the net realization value of the assets would be \$127,423 and therefore all proceeds would be for the benefit of the Crown Claims and Secured Creditors.

Accessoires La Brea International Inc. Estimated Distribution - Bankruptcy Scenario				
Net Realization of Assets (estimated)				
Cash on hand			\$ 28,810	
Accounts Receivable			60,763	
Inventory			10,000	
Other Assets (Van)			14,850	
Receipts from PAJ Transaction (2015 Estimate)			63,000	
Professional Fees			(50,000)	
			<u>\$ 127,423</u>	
		Estimated Claims	Estimated Distribution	
Crown Claims	\$	46,001	\$ 46,001	100.0%
Secured Creditors (Mr. Létourneau)		610,644	81,422	13.3%
Unsecured Creditors		788,518	-	0.0%
Unsecured Creditors (Mr. Létourneau)		1,261,918	-	0.0%
		<u>\$ 2,707,081</u>	<u>\$ 127,423</u>	

The Company obtained a gross sales report from the Purchaser for the four-month period ending September 30, 2014. The report shows gross sales of approximately \$77,000 for the period, therefore, considering the \$100,000 deposit, no amount is receivable from PAJ as at September 30, 2014. Management anticipates the October 2014 to January 2015 sales will cover the remaining deposit balance of \$100,000 at which point the Debtor will begin receiving funds from the collection of sales. The Debtor estimates that beginning in March 2015, it will receive monthly payments of approximately \$7,000 to \$8,000 for the remainder of the year (\$63,000 for the year ended December 31, 2015). It is estimated by Management that proceeds from this transaction beyond December 2015 will be minimal.

C) Other considerations

The following are additional elements to be considered:

- i. The Proposal provides for the payment of a dividend to Ordinary Creditors within ninety (90) days of the approval of the Proposal. In a bankruptcy, it is expected that any distribution will occur at a much later date.
- ii. Sections 95 to 101 of the Act will not be applicable to the Proposal. The remedies pursuant to these provisions relate to the recovery of certain amounts under reviewable transactions, preferential treatments and asset disposals.

Since these remedies would be available in the event of a bankruptcy of the Debtor, we are in the process of performing a summary analysis of various transactions involving the Debtor during the last twelve months and will provide an update at the Meeting of Creditors.

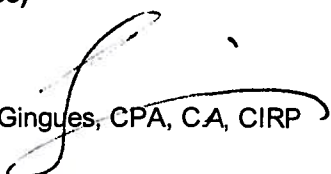
VIII. CONCLUSION & RECOMMENDATION

The Trustee is of the opinion that if the Proposal is not approved by the creditors, it is unlikely that the Unsecured Creditors will realize any recovery of their debt in view of the significant prior ranking Crown and Secured Claims (over \$650,000). It is estimated that the Proposal will provide recovery to the Unsecured Creditors of approximately 7%. **The Trustee therefore recommends to vote in favour of the Proposal.**

Dated at Montreal, Province of Quebec, this 12th day of November 2014.

Richter Advisory Group Inc.
(Trustee)

Benoit Gingues, CPA, C.A, CIRP



Liste des envois supplémentaires par courriel

**Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec**

Envoi à	À l'attention de	Adresse courriel
Bell Canada F-88	Groupe Insolvabilité – Affaires	Insolv@bell.ca ;
Commission des normes du travail Commission des normes du travail Euler Hermes Canada	Juan Manuel Diz Grana Monique Bélanger Tony Sullo, VP, Accounts Management	Juan-Manuel.Diz-Grana@cnt.gouv.qc.ca ; Monique.belanger@cnt.gouv.qc.ca ; Tony.sullo@eulerhermes.com ;
Gaz Métropolitain Hydro Québec Richter Groupe Conseil Inc. Richter Groupe Conseil Inc. Kugler Kandestin	Insolvabilité Line Ducharme Benoit Gingues Sophie Latendresse Jeremy Cuttler	Insolvabilite2@gazmetro.ca ; Ducharme.Line@hydro.qc.ca ; bgingues@richter.ca ; slatendresse@richter.ca ; jcuttler@kklex.com ;

District de: Québec
No division: 01 - Montréal
No cour: 500-11-046776-148
No dossier: 41-1929950

FORMULAIRE 01.1

Identification générale de l'expéditeur pour copies de tous formulaires prescrits
envoyés au(x) créancier(s) par voie électronique

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.
de la ville de Montréal
en la province de Québec

Daté le 12 novembre 2014, à Montréal en la province de Québec.

Personne responsable (expéditeur) : Benoit Gingues, CPA, CA, CIRP
(Syndic)

Dénomination sociale: Richter Advisory Group Inc/Richter Groupe Conseil inc

Adresse : 1981 avenue McGill College, 12e étage
Montréal QC H3A 0G6

Téléphone : (514) 934-3400

Télécopieur : (514) 934-8603

Courriel : reclamations@richter.ca

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présent document dans les dossiers officiels de la présente procédure.

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Les dossiers suivants ont été mis à jour :

- **Numéro de dossier** : 41-1929950
- **Nom du dossier** : Accessoires La Brea International Inc

Document(s) déposé(s)

Les documents suivants ont été déposés avec succès :

- Avis proposition créanciers & avis audition de la demande d'approbation

Référence

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- **Numéro de dossier** : 41-1929950
- **Nom du dossier** : Accessoires La Brea International Inc

Document(s) déposé(s)

Les documents suivants ont été déposés avec succès :

- Rapport du syndic sur la proposition

Référence

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(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

Province de Québec
No Division : 01-Montréal
No Cour : 500-11-046776-148

Dans l'affaire de la proposition de
Accessoires La Brea International Inc.

Débitrice

- et -

Richter Groupe Conseil Inc.

Syndic

**Affidavit d'envoi
Avis de la proposition aux créanciers
et Avis d'audition de la demande
d'approbation par le tribunal d'une
proposition**

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