

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE LONGUEUIL

COUR SUPÉRIEURE
(Chambre commerciale)

N° : 505-11-013024-141

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.

Débitrice

-et-

RICHTER GROUPE CONSEIL INC.

Syndic

-et-

BANQUE NATIONALE DU CANADA

-et-

HARRY FRIED

-et-

ROBERT NICHOLLS

Mises en cause

REQUÊTE POUR AUTORISATION DE VENDRE DES ACTIFS
(Art. 65.13 de la *Loi sur la faillite et l'insolvabilité*)

**À L'UN DES HONORABLES JUGES OU AU REGISTRAIRE DE LA COUR SUPÉRIEURE,
SIÉGEANT EN CHAMBRE COMMERCIALE, DANS ET POUR LE DISTRICT DE MONTRÉAL,
LA DÉBITRICE EXPOSE RESPECTUEUSEMENT CE QUI SUIT :**

Introduction

1. Les Distributeurs R. Nicholls Inc. (la « **Débitrice** ») opère une entreprise de distribution d'armes à feu, munitions et accessoires pour armes à feu;
2. En date du 5 septembre 2014, la Débitrice a déposé un avis d'intention de faire une proposition en vertu de la *Loi sur la faillite et l'insolvabilité* (« **LFI** ») et Richter Groupe Conseil inc. (le « **Syndic** ») a été nommée à titre de syndic à l'avis d'intention, le tout tel qu'il appert du dossier de la Cour;
3. Le 2 octobre 2014, la Débitrice a obtenu une prorogation du délai pour déposer une proposition jusqu'au 14 novembre 2014, tel qu'il appert du dossier de la Cour;

4. Le 13 novembre 2014, la Débitrice a obtenu une prorogation du délai pour déposer une proposition jusqu'au 19 décembre 2014, tel qu'il appert du dossier de la Cour;
5. Par la présente requête, la Débitrice demande à cette Cour de l'autoriser à vendre ses droits dans un contrat selon les termes d'une convention intervenue avec Safariland LLC (« **Safariland** »), tel que plus amplement exposé ci-après;

Passif garanti de la Débitrice

6. Il appert du relevé du *Registre des droits personnels et réels mobiliers* (« **RDPRM** ») à jour, déjà produit au dossier de la Cour, que les créanciers suivants ont des droits inscrits sur ses actifs :
 - a) Banque Nationale du Canada (« **BNC** »), créancière de premier rang sur l'universalité des actifs de la Débitrice aux termes d'une hypothèque conventionnelle sans dépossession d'un montant de 30 000 000 \$;
 - b) Harry Fried et Robert Nicholls, créanciers de second rang sur l'universalité des actifs de la Débitrice aux termes d'une hypothèque conventionnelle sans dépossession d'un montant de 6 000 000\$;

Processus de vente des inventaires

7. La Débitrice, avec la collaboration du Syndic et l'accord de la BNC, poursuit son processus visant à vendre ses inventaires au meilleur prix possible dans l'intérêt de ses créanciers;
8. Les opérations de la Débitrice sont divisées en différents secteurs;
9. Notamment, la Débitrice a un contrat avec *Travaux publics et Services gouvernementaux Canada* (« **Services Canada** ») pour approvisionner la Gendarmerie Royale du Canada (« **GRC** ») en vestes pare-balles aux termes d'un contrat intervenu entre la Débitrice et Services Canada en date du 16 août 2011, tel qu'il fut amendé de temps à autre, incluant le 7 juillet 2014 (collectivement, le « **Contrat GRC** »), tel qu'il appert d'une copie du Contrat GRC communiquée comme pièce **R-1**;
10. Safariland est un fabricant de divers produits reliés aux armes à feu, notamment de vestes pare-balles, et est le principal fournisseur de la Débitrice pour le Contrat GRC;
11. La Débitrice n'est plus en mesure d'assurer l'approvisionnement de la GRC considérant son processus de liquidation de ses inventaires et considérant les besoins pressants de la GRC pour des vestes pare-balles;
12. Dans les circonstances, au lieu de tout simplement perdre la valeur rattachée au Contrat GRC, la Débitrice a rapidement entamé des discussions avec Safariland pour que cette dernière reprenne les droits de la Débitrice et approvisionne la GRC conformément au Contrat GRC;
13. Safariland n'est pas liée à la Débitrice d'aucune façon;

14. Les discussions entre les parties ont mené à la signature d'une convention de cession des droits de la Débitrice dans le Contrat GRC en faveur de Safariland (la « **Convention** »), tel qu'il appert d'une copie de la Convention communiquée comme pièce **R-2**;
15. La Convention (R-2) prévoit, entre autres, (i) que Safariland paye à la Débitrice un prix pour obtenir la cession des droits dans le Contrat GRC et (ii) que la cession est conditionnelle à l'accord de la Cour;
16. Dans un contexte de faillite, il est peu probable que les droits de la Débitrice dans le Contrat GRC auraient de la valeur alors que la Débitrice est maintenant en mesure d'obtenir une certaine valeur pour ces droits dans le Contrat GRC;
17. La BNC, à titre de principale créancière garantie de la Débitrice, a reçu copie de la Convention et est en accord avec cette dernière;
18. Par la présente requête, la Débitrice requiert que la Cour autorise la cession prévue à la Convention;

Conclusions

19. Le Syndic, qui a suivi l'avis d'intention de la Débitrice depuis son début, acquiesce à la transaction envisagée dans la Convention et est d'avis que la cession des droits dans le Contrat GRC envisagée dans la Convention sera plus avantageuse pour la masse des créanciers que si elle était faite dans le cadre d'une faillite, tel qu'il appert d'une copie du rapport du Syndic communiquée comme pièce **R-3**;
20. En tout temps, BNC, à titre de principale créancière garantie de la Débitrice, a été avisée des démarches de la Débitrice concernant la cession des droits dans le Contrat GRC et la BNC a avisé la Débitrice et le Syndic qu'elle supportait la cession selon les modalités prévues à la Convention;
21. Afin que la cession des droits dans le Contrat GRC puisse être complétée sans délai (notamment pour assurer la continuité dans l'approvisionnement à la GRC), la Débitrice demande donc que le délai de signification de la présente requête soit réduit (dans la mesure où cela est nécessaire) et que le jugement à intervenir sur la présente requête soit exécutoire nonobstant appel;
22. La présente requête est bien fondée en fait et en droit.

POUR CES MOTIFS, PLAISE À LA COUR :

ACCUEILLIR la présente requête;

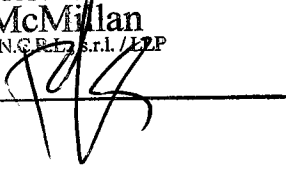
RENDRE une *ordonnance d'autorisation et de dévolution* selon le projet communiqué comme **Annexe A**;

LE TOUT sans frais, sauf en cas de contestation.

COPIE CONFORME
TRUE COPY
McMillan
S.E.N.C.R.L. s.r.l. / LLP

Montréal, ce 18 novembre 2014

PAR/PER: _____

A handwritten signature in black ink, appearing to be initials or a stylized name, written over a horizontal line.A handwritten signature in black ink, reading "McMillan SENCRL srl", written over a horizontal line.

MCMILLAN SENCRL, SRL
Procureurs de la Débitrice

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE LONGUEUILCOUR SUPÉRIEURE
(Chambre commerciale)

N° : 505-11-013024-141

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.

Débitrice

-et-

RICHTER GROUPE CONSEIL INC.

Syndic

-et-

BANQUE NATIONALE DU CANADA

-et-

HARRY FRIED

-et-

ROBERT NICHOLLS

Mises en cause


ATTESTATION D'AUTHENTICITÉ SELON L'ARTICLE 82.1 C.P.C.

Je, soussigné, RACHEL APRIL GIGUÈRE, avocate, exerçant ma profession au sein de l'étude McMillan S.E.N.C.R.L./s.r.l., 1000, rue Sherbrooke Ouest, 27^e étage, dans la ville et le district de Montréal, province de Québec, atteste ce qui suit :

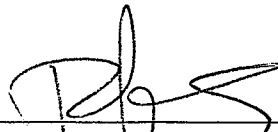
1. En date du 18 novembre 2014 à 10:57, heure de Montréal, j'ai reçu par télécopieur de Monsieur Pierre Charron, administrateur, exerçant sa profession au sein de Les Distributeurs R. Nicholls Inc., ayant son domicile professionnel au 2475 rue de la Province, dans la ville et le district de Longueuil, province de Québec, l'affidavit ci-joint de Monsieur Pierre Charron relatif à la *Requête pour autorisation de vendre des actifs*;
2. Le numéro de télécopieur de Monsieur Pierre Charron est le 450-442-9581;
3. La copie dudit affidavit jointe à la présente Attestation est conforme au facsimilé ainsi reçu par télécopieur de Monsieur Pierre Charron.

COPIE CONFORME
TRUE COPY
McMillan
S.E.N.C.R.L./s.r.l./LLP

PAR/PER: _____



MONTRÉAL, le 18 novembre 2014



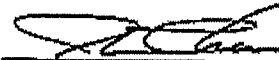
RACHEL APRIL GIGUÈRE
McMillan S.E.N.C.R.L., s.r.l.
Procureurs de la Requérante

AFFIDAVIT

Je soussigné, PIERRE CHARRON, administrateur de Les Distributeurs R. Nicholls Inc. (la « Débitrice »), ayant mon domicile professionnel au 2475 rue de la Province, Longueuil, Québec, atteste de ce qui suit :

- 1. J'ai pris connaissance de la *Requête pour autorisation de vendre des actifs* (la « Requête »);
- 2. J'ai une connaissance personnelle de tous les faits entourant la gestion et les opérations de la Débitrice;
- 3. Tous les faits allégués à la Requête et au présent affidavit sont vrais.

ET J'AI SIGNÉ :



PIERRE CHARRON

Affirmé solennellement devant moi,
à Longueuil, ce 18 novembre 2014

Commissaire à l'assentement pour le
Québec Pierre Pichette



COPIE CONFORME
TRUE COPY
McMillan
S.E.N.C./L.L. s.r.l./LLP

PAR/PER:



AVIS DE PRÉSENTATION

À : RICHTER GROUPE CONSEIL INC.
a/s Monsieur Stéphane De Broux, Syndic
1981, rue McGill College, 12^e étage
Montréal (Québec) H3A 0G6

À : BANQUE NATIONALE DU CANADA
a/s Me Jean Legault
LAVERY, DE BILLY
1, Place Ville-Marie
Bureau 4000
Montréal (Québec) H3B 4M4

À : HARRY FRIED
285 Clarke
Appartement 502
Westmount (Québec) H3Z 2E3

À : ROBERT NICHOLLS
568 Champlain
Hemmingford (Québec) J0L 1H0

À : ALBERTA HEALTH SERVICES
Legal & Privacy
10301 Southport Lane SW
Calgary, AB T2W 1S7

attention: Eva Kiryakos, Legal Counsel
By email:
eva.kiryakos@albertahealthservices.ca

with a copy to:
Miller Thomson LLP
3000, 700 - 9th Avenue SW
Calgary, AB T2P 3V4

attention : Nicole Taylor-Smith
By email: ntaylor-smith@millerthomson.com

PRENEZ AVIS que la présente *Requête pour autorisation de vendre des actifs* sera présentée pour adjudication devant l'un des honorables juges de la Cour supérieure, siégeant en Chambre Commerciale dans et pour le district de Longueuil, ou au registraire de cette Cour, le **20 novembre 2014 à 9h15**, en salle 1.25 du Palais de justice de Longueuil, situé au 1111, boulevard Jacques-Cartier Est, Longueuil, ou aussitôt que conseil pourra être entendu.

VEUILLEZ AGIR EN CONSÉQUENCE.

COPIE CONFORME
TRUE COPY
McMillan
S.E.N.C.R.L. s.r.l. / LLP

PAR/PER: _____

Montréal, ce 18 novembre 2014



MCMILLAN SENCRL, SRL
Procureurs de la Débitrice

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE LONGUEUIL

No : 505-11-013024-141

COUR SUPÉRIEURE
(CHAMBRE COMMERCIALE)

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :

LES DISTRIBUTEURS R. NICHOLLS INC.

DÉBITRICE

-ET-

RICHTER GROUPE CONSEIL INC.

SYNDIC

-ET-

BANQUE NATIONALE DU CANADA

-ET-

HARRY FRIED

-ET-

ROBERT NICHOLLS

MISES EN CAUSE

LISTE DE PIÈCES

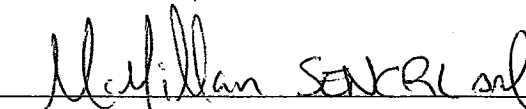
PIÈCE R-1	Contrat GRC;
PIÈCE R-2	Convention avec Safariland;
PIÈCE R-3	Rapport du Syndic.

COPIE CONFORME
TRUE COPY
McMillan
S.E.N.C.R.L., s.r.l. / LLP

PAR/PER: _____



MONTRÉAL, ce 18 novembre 2014



McMillan SENCRL, srl

Procureurs de la Débitrice

Annexe A
COUR SUPÉRIEURE
(Chambre commerciale)

C A N A D A

PROVINCE DE QUÉBEC
DISTRICT DE LONGUEUIL

N° : 505-11-013024-141

DATE: 20 novembre 2014

SOUS LA PRÉSIDENTE DE :

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :

LES DISTRIBUTEURS R. NICHOLLS INC.

Débitrice

- et -

RICHTER GROUPE CONSEIL INC.

Syndic

- et -

BANQUE NATIONALE DU CANADA

- et -

HARRY FRIED

- et -

ROBERT NICHOLLS

Mises en cause

ORDONNANCE D'APPROBATION ET DE DÉVOLUTION

- [1] **AYANT PRIS CONNAISSANCE** de la *Requête pour autorisation de vendre des actifs* datée du 18 novembre 2014 (la «**Requête**»), de l'affidavit et des pièces déposées au soutien de cette dernière, ainsi que du Rapport du Syndic (le «**Rapport** »);
- [2] **CONSIDÉRANT** la signification de la Requête;
- [3] **CONSIDÉRANT** les représentations des procureurs de la Débitrice;
- [4] **CONSIDÉRANT** qu'il est approprié d'émettre une ordonnance approuvant la transaction (la «**Transaction**») envisagée par la convention intitulée «*Assignment and Assumption Agreement* » (la «**Convention d'achat** ») entre la Débitrice (le «**Vendeur**») en tant que vendeur et cédant, et Safariland LLC (l'«**Acheteur**») en tant qu'acheteur et cessionnaire, copie de laquelle a été déposée au dossier de la Cour en tant que Pièce R-2 à la Requête, et visant la dévolution à l'Acheteur des droits et intérêts du Vendeur décrits dans la Convention d'achat (les «**Actifs achetés** »);

POUR CES MOTIFS, LA COUR:

- [5] **ACCORDE** la Requête;

SIGNIFICATION

- [6] **ORDONNE** que tout délai préalable pour la présentation de la Requête soit, par les présentes, abrégé et accepté de façon à ce que celle-ci soit valablement présentable aujourd'hui et dispense, par les présentes, de toute signification supplémentaire;
- [7] **PERMET** la signification de cette Ordonnance à toute heure, en tout lieu et par tout moyen;

APPROBATION DE LA VENTE

- [8] **ORDONNE** et **DÉCLARE**, par les présentes, que la Transaction est approuvée et que l'exécution de la Convention d'achat par le Vendeur est par les présentes autorisée et approuvée, de même que tous changements, modifications, amendements, suppressions ou ajouts mineurs dont il pourra être convenu, mais seulement avec l'accord du Syndic;

EXÉCUTIONS DES DOCUMENTS

- [9] **AUTORISE** le Vendeur et l'Acheteur à accomplir tout acte, à signer tout document et entreprendre toute action nécessaire à l'exécution de toute entente, contrat, acte, disposition, transaction ou engagement stipulé dans la Convention d'achat (Pièce R-2), ainsi que tout autre document y relié pouvant être requis ou utile pour donner plein effet aux présentes;

AUTORISATION

- [10] **ORDONNE** et **DÉCLARE** que cette Ordonnance constitue la seule autorisation requise par le Vendeur pour procéder à la Transaction et qu'aucune autorisation de la part

d'actionnaires ou d'une autorité règlementaire, le cas échéant, n'est requise en lien avec les présentes;

DÉVOLUTION DES ACTIFS ACHETÉS

- [11] **ORDONNE** et **DÉCLARE** que sur émission d'un certificat du Syndic conforme en substance au formulaire joint à l'annexe A des présentes (le « **Certificat** »), tous les droits, titres et intérêts à l'égard des Actifs achetés seront dévolus entièrement et exclusivement à l'Acheteur, francs, quittes et libres de toutes créances, responsabilités (directes ou indirectes, absolues ou conditionnelles), obligations, créances prioritaires, droit de rétention, charges, hypothèques, fiducies présumées, jugements, brefs de saisie ou d'exécution, avis de vente, droits contractuels en lien avec la propriété ou sûretés, qu'ils soient ou non enregistrés, publiés ou déposés et qu'ils soient garantis ou non-garantis ou autre (collectivement les « **Sûretés** »), y compris, sans limiter la portée générale de ce qui précède, toutes les Sûretés créées par ordonnance de cette Cour et toutes les charges ou sûretés constatées par enregistrement, publication ou dépôt en vertu du *Code civil du Québec* sur la propriété mobilière ou immobilière et, pour plus de certitude, **ORDONNE** que toutes les Sûretés affectant ou se rapportant aux Actifs achetés soient, par les présentes, annulées et radiées à l'égard des Actifs achetés, avec effet dans chaque cas selon la date et l'heure du Certificat;
- [12] **ORDONNE** au Syndic de déposer à la Cour une copie du Certificat, immédiatement après la délivrance de celui-ci;
- [13] **DÉCLARE** que sur délivrance du Certificat, la Transaction sera réputée constituer et aura les mêmes effets qu'une vente sous autorité de la justice en vertu des dispositions du *Code de Procédure civile* et qu'une vente forcée en vertu des dispositions du *Code civil du Québec*;
- [14] **ORDONNE** au *Registraire du Registre des droits personnels et réels mobiliers*, sur présentation du formulaire requis et d'une copie conforme de la présente Ordonnance et du Certificat, de réduire la portée des enregistrements portant les numéros suivants en lien avec les Actifs achetés afin de permettre le transfert à l'Acheteur des Actifs achetés francs, quittes et libres de ces enregistrements :
- (i) une hypothèque conventionnelle sans dépossession dont est titulaire Banque Nationale du Canada publiée au RDPRM le 13 décembre 2007 sous le numéro 07-0711089-0003;
 - (ii) une hypothèque conventionnelle sans dépossession dont est titulaire Banque Nationale du Canada publiée au RDPRM le 13 décembre 2007 sous le numéro 07-0711089-0001;
 - (iii) une hypothèque conventionnelle sans dépossession dont est titulaire Harry Fried et Robert Nicholls publiée au RDPRM le 17 décembre 2007 sous le numéro 07-0716170-0003;

PRODUIT NET

- [15] **ORDONNE** que le produit net de la vente des Actifs achetés (le « **Produit Net** ») soit remis au Syndic et soit distribué en conformité avec les lois applicables;

- [16] **ORDONNE** que pour les fins de déterminer la nature et la priorité des Sûretés, le Produit Net de la vente des Actifs achetés remplacera les Actifs achetés, et qu'à compter du paiement du Prix d'achat (tel que défini dans la Convention d'achat) par l'Acheteur, toutes les Sûretés, sauf les Sûretés permises, seront reportées sur le Produit net avec le même ordre de priorité qu'elles avaient à l'égard des Actifs achetés immédiatement avant la vente, au même titre que si les Actifs achetés n'avaient pas été vendus et demeureraient en possession ou sous le contrôle de la personne qui avait cette possession ou contrôle immédiatement avant la vente;

VALIDITÉ DE LA TRANSACTION

- [17] **ORDONNE** que malgré:

- (i) le fait que les présentes procédures soient en cours d'instance;
- (ii) toute demande pour une ordonnance de faillite rendue maintenant ou dans le futur en vertu de la LFI et toute autre ordonnance émise en vertu de cette demande; ou
- (iii) les dispositions de toute loi provinciale ou fédérale;

la dévolution des Actifs achetés envisagée dans la présente Ordonnance, ainsi que l'exécution de la Convention d'achat faite en vertu de la présente Ordonnance, lieront tout syndic de faillite pouvant être nommé et ne pourront être annulées, ni présumées être un traitement préférentiel, une cession de biens, un transfert frauduleux, une opération sous-évaluée ou toute autre transaction révisable en vertu de la LFI ou de toute autre loi fédérale ou provinciale applicable, à l'encontre du Vendeur et de l'Acheteur;

LIMITATION DE RESPONSABILITÉ

- [18] **DÉCLARE** qu'aucune action ne peut être intentée contre le Syndic en raison de la présente Ordonnance ou de la réalisation de tout acte autorisé par la présente Ordonnance, sauf avec l'autorisation de cette Cour. Les entités liées au Syndic ou appartenant au même groupe que le Séquestre bénéficieront également de la protection accordée par le présent paragraphe;

GÉNÉRAL

- [19] **ORDONNE** que l'Acheteur soit autorisé à entreprendre toutes les actions nécessaires pour donner effet à la radiation des Sûretés;
- [20] **DÉCLARE** que cette Ordonnance a plein effet et est en vigueur dans toutes les provinces et territoires du Canada;
- [21] **ORDONNE** l'exécution provisoire de la présente Ordonnance nonobstant appel et sans exigence quelconque de fournir une sûreté ou une provision pour frais;

LE TOUT SANS FRAIS.

ANNEXE " A "

FORMULAIRE DU CERTIFICAT DU SYNDIC

C A N A D A

PROVINCE DE QUÉBEC
DISTRICT DE LONGUEUIL

C O U R S U P É R I E U R E
(Chambre commerciale)

N° : 505-11-013024-141

DANS L'AFFAIRE DE L'AVIS
D'INTENTION :

LES DISTRIBUTEURS R. NICHOLLS
INC.

Débitrice

-et-

RICHTER GROUPE CONSEIL INC.

Syndic

- et -

BANQUE NATIONALE DU CANADA

- et -

HARRY FRIED

- et -

ROBERT NICHOLLS

Mises en cause

CERTIFICAT DU SYNDIC

PRÉAMBULE:

CONSIDÉRANT que la Cour Supérieure du Québec (la « **Cour** ») a émis une Ordonnance (« **l'Ordonnance de dévolution** ») le 20 novembre, 2014, qui, *inter alia*, autorise et approuve l'exécution par Les Distributeurs R. Nicholls Inc. (la « **Débitrice** ») d'une convention intitulée « *Assignment and Assumption Agreement* » (la « **Convention d'achat** ») entre la Débitrice, comme vendeur (le « **Vendeur** »), et Safariland LLC, comme acheteur (l'« **Acheteur** »), copie de laquelle a été déposée au dossier de la Cour, et toutes les transactions y contenues (collectivement la « **Transaction** ») incluant toutes modifications, changements, amendements, suppressions ou ajouts qui peuvent y avoir été convenus avec le consentement du Syndic; et

CONSIDÉRANT que l'Ordonnance de dévolution prévoit la délivrance de ce Certificat du Syndic lorsque (a) la Convention d'achat sera signée et conclue; (b) le Prix d'achat (tel que défini dans la Convention d'achat) aura été payé par l'Acheteur; et (c) toutes les conditions de clôture de la Transaction auront été remplies par les parties ci-dessus ou qu'elles y auront renoncé.

LE SYNDIC CERTIFIE QU'IL A ÉTÉ AVISÉ PAR LE VENDEUR DE QUI SUIT:

- (a) la Convention d'achat a été signée et conclue;
- (b) le Prix d'achat (tel que défini dans la Convention d'achat), ainsi que toutes les taxes applicables, ont été payés; et
- (c) toutes les conditions à la clôture de la Transaction ont été satisfaites par les parties ci-dessus, ou elles y ont renoncées.

Ce Certificat a été délivré par le Syndic le _____ [DATE] à _____ [HEURE].

Richter Groupe Conseil Inc. ès qualité de syndic à l'avis d'intention de la Débitrice, et non à titre personnel.

Nom: _____

Titre: _____



Purchasing Office - Bureau des achats:
Clothing and Textiles Division / Division des
vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

CONTRACT - CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur
103111506PG0001
R NICHOLLS DISTRIBUTORS INC LE
2475 de la Province
Longueuil
Quebec
J4G1G3
Canada

Title - Sujet PLATE RIFLE GENERAL DUTY	
Contract No. - N° du contrat M0077-11E100/001/PR	Date 2011-08-16
Client Reference No. - N° de référence du client M0077-11E100	
Requisition No. - N° de la demande M0077-11E100	
File No. - N° de dossier pr705.M0077-11E100	CCC No./N° CCC - FMS No./N° VME
Financial Code(s) Code(s) financier(s) N035-0748-Y0011 UNASSIGNED	GST/HST TPS/TVH <input type="checkbox"/> <input type="checkbox"/>
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH Included - Inclus	Duty - Droits Included - Inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Address Enquiries to: - Adresser toutes questions à: Williams, Laura	Buyer Id - Id de l'acheteur pr705
Telephone No. - N° de téléphone (819) 956-1349 ()	FAX No. - N° de FAX (819) 956-5454
Total Estimated Cost - Coût total estimatif \$1,374,803.20	Currency Type - Devise CAD
For the Minister - Pour le Ministre	

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

-
1. SECURITY REQUIREMENT
 2. REQUIREMENT
 3. STANDARD CLAUSES AND CONDITIONS
 - 3.1 General Conditions
 4. TERMS OF CONTRACT
 - 4.1 Delivery Date
 - 4.1.1 Shipping Instructions - Delivery at Destination
 - 4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun
 5. AUTHORITIES
 - 5.1 Contracting Authority
 - 5.2 Technical Authority
 - 5.3 Contractor's Representative
 6. PAYMENT
 - 6.1 Basis of Payment - Firm Unit Prices
 - 6.2 SACC Manual Clauses
 - H1001C Multiple Payments
 7. INVOICING INSTRUCTIONS
 8. CERTIFICATIONS
 - 8.1 SACC Manual Clauses
 - A3060C Canadian Content Certification
 9. APPLICABLE LAWS
 10. PRIORITY OF DOCUMENTS
 11. MATERIALS: CONTRACTOR TOTAL SUPPLY
 12. PLANT LOCATION
 13. OVERSHIPMENT
 14. PRE-PRODUCTION SAMPLES
 - 14.1 Viewing Sample - Return to Sender
 15. SPECIFICATIONS AND STANDARDS
 - 15.1 United States Military Specifications and Standards
 - 15.2 Canadian General Standards Board - Standards

ANNEX A - REQUIREMENT

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES
4. OPTION QUANTITIES

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with this requirement.

2. REQUIREMENT

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/achoc-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2010/08/16) General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery Date

Delivery - Firm Quantity - Phased

The first delivery must be made within 45 calendar days from the date of the written notice of approval of the pre-production samples. The quantity delivered must be 500 sets. The balance must be delivered at the rate of 200-300 sets weekly after the first delivery until completion of the Contract.

4.1.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun

Packaging

Shipping containers L-13 X W-11.25 X D-7.5 corrugated 200 LBS, "B" flute regular slotted container stapled plain to open end either wire stitched or reinforced kraft tape. Quantity of 3 sets (6 plates) to be packaged per container. Containers to be placed on wooden pallet with corner protectors, containers to be shrink wrapped and strapped to pallet. Pallet should not be top loaded and not to exceed 1,800 lbs.

Marking

RCMP Stock Item Numbers are a requirement solely of the purchaser and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below must be indicated hereafter:

- (a) Size and RCMP Stock Item Number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client
M0077-11E100

(b) Size, quantity and RCMP Stock Item Number to be indicated on single unit package, when specified.

(c) Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.

(d) Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP stock item number and quantity per size being shipped.

(e) Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification/purchase description. Failure to comply with this article may result in rejection of goods upon inspection.

Rejected Goods

If any goods are rejected and are sold to commercial outlets, all RCMP markings and insignia must be removed before being turned over to the purchaser.

Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Contracting Authority only after contracted quantities have been accepted by the RCMP. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laura Williams

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Place du Portage, Phase III, 6A2

11 Laurier Street

Gatineau, Quebec K1A 0S5

Telephone : 819-956-1349 Facsimile: 819-956-5454

E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for this Contract is:

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr705

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

M0077-11E100

pr705M0077-11E100

Mailing Address

RCMP, I/C Technical Services Section
Attn: Tailor Shop & Quality Control
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

Shipping Address:

RCMP, I/C Technical Services Section
Attn: Tailor Shop & Quality Control
440 Coventry Road, East Door (Warehouse Bldg.)
Ottawa, Ontario
K1K 2C4

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: Robert J. Nicholls or Marc Bouchard
Telephone No.: (450) 442-9215
Facsimile No.: (450) 442-9581
E-mail address: bob@rnicholls.com or marc.bouchard@rnicholls.com

Delivery follow-up

Name: Roberta Herder
Telephone No.: (450) 442-9215
Facsimile No.: (450) 442-9581
E-mail address: roberta.herder@rnicholls.com

6. PAYMENT

6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as detailed at Annex A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

7. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment :

Royal Canadian Mounted Police
Uniform & Equipment Program
Attn: Planning & Accounting Section
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.1 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

9. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

10. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) 2010A (2010/08/16) General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Specifications;
- e) Viewing Sample;
- f) The Contractor's bid dated July 18, 2011.

11. MATERIALS: CONTRACTOR TOTAL SUPPLY

The Contractor will be responsible for obtaining all materials required in the manufacture of the item specified.

The delivery stated for the item allows the necessary time to obtain such materials.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

12. PLANT LOCATION

Items will be manufactured at: 1595 East Street , Pittsfield, MA 01201-3807, USA

13. OVERSHIPMENT

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

14. PRE-PRODUCTION SAMPLES

1. The Contractor must provide two (2) pre-production sample of the item, accompanied by the viewing sample, if applicable, to the Technical Authority for acceptance within 24 calendar days from date of contract award.

Production Samples (if requested by the RCMP Technical Authority)

2. The RCMP has the right to request a Production Sample at its discretion at any time during the contracting/production stage. Requirement for a production sample will be requested in writing by the RCMP Technical Authority.

3. If the first samples are rejected, the Contractor must submit the second samples within 14 calendar days of notification of rejection from the Technical Authority.

4. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

5. The Contractor must provide the samples, a copy of the inspection and test reports and certificates of compliance, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

Test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-production samples. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

As per paragraph 4.1.1 of the specification, meeting the following threat: -7.62x63mm 166gr M2 AP, with a steel core, at velocities up to and including 878m/s \pm 9.1 m/s (2880 ft/s \pm 30 ft/s).

CERTIFICATION: Certification meeting NIJ Standard 0101.06, Level IV, as a standalone, paragraph 4.1.1 (Ballistic Protection Level) of the specification.

CERTIFICATION/TEST RESULTS: Fungus Resistance, paragraph 4.1.2 of the specification; Test or certification of compliance, measured using ASTM G21-90 in providing evidence for fungus resistance requirements. Testing shall be performed on the surface covering fabric. Certification of compliance and/or a test report from an accredited, suitable third party facility is required.

Certificate of Compliance is defined herein.

6. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other conditions of the Contract.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

7. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

8. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

9. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority.

CERTIFICATE OF COMPLIANCE - DEFINITION

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (within the 6 months of the solicitation posting date) and must certify that the product for which the Certificate of Compliance was issued is the same product used in the pre-production sample(s) and in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

14.1 Viewing Sample - Return to Sender

The viewing sample which may have been sent to the Contractor, are to be returned to the sender upon completion of Contract.

The viewing sample is not to be mutilated or cut, but returned in the same condition as sent to the Contractor.

15. SPECIFICATIONS AND STANDARDS

15.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

15.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/cgsb/home/index-e.html>

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

ANNEX A REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide the Royal Canadian Mounted Police (RCMP) with General Duty Rifle Plates in accordance with the RCMP specification GS1045-330 dated 2011-01-20 and the viewing sample.

As an exception to the specification, paragraph 4.1.1 of GS1045-330 shall read:

Ballistic Protection Level - The General Duty Rifle Plate shall meet the NIJ Standard 0101.06 Level IV tested as a stand alone rifle plate against the following bullet threat:

-7.62x63mm 166 gr MS AP, with a steel core, and a velocity of 878 m/s \pm 9.1 m/s (2880 ft/s \pm 30 ft/s)

(RCMP specification GS1045-350 dated 2010-03-24 is provided as reference to ensure the Plate Rifle, General Duty fit into the RCMP Carrier Rifle Plate)

2. ADDRESSES

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program Attn.: Quality Control (Warehouse) 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Royal Canadian Mounted Police Uniform & Equipment Program Attn.: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

3. DELIVERABLES

CONTRACT QUANTITY

Item	Firm Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
1	2,000	Set	\$608.32
Sub- Total			\$1,216,640.00
HST (13%)			\$158,163.20
Total Contract Value			\$1,374,803.20

OPTION 1 (Year 2012)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
2	1,000	Set	\$619.97

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

OPTION 2 (Year 2013)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
3	1,000	Set	\$631.72

OPTION 3 (Year 2014)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
4	1,000	Set	\$643.52

5. OPTION QUANTITIES - Identified as Items 2, 3 and 4

The Contractor grants to Canada the irrevocable option to acquire the goods described above under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised for a minimum of 500 sets up to a maximum of 1,000 sets by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise each option within 12 months after contract award date or contract amendment date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.

Delivery times of the option quantities will be negotiated at the time that the option is exercised and shall not exceed 6 months from the date that the contract amendment is issued by the Contracting Authority to exercise the option. Deliveries of any option quantities will be made concurrently with the firm contract quantity and must not change the firm quantity delivery schedule.



Purchasing Office - Bureau des achats:
Clothing and Textiles Division / Division des
vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

**CONTRACT AMENDMENT
MODIFICATION AU CONTRAT**

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.
Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accuse réception.

Roberta Herder, Contracts Specialist

R. Herder Jul 7, 2014
Signature Date

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

103111506PG0001
R. NICHOLLS DISTRIBUTORS INC.
2475 de la Province
Longueuil
Quebec
J4G1G3
Canada

Title - Sujet PLATE RIFLE GENERAL DUTY	
Contract No. - N° du contrat M0077-11E100/001/PR	Amendment No. - N° Modif 005
Client Reference No. - N° de référence du client M0077-11E100	Date 2013-08-02
Requisition Reference No. - N° de la demande M0077-11E100	
File No. - N° de dossier pr705.M0077-11E100	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH Included - Inclus	Duty - Droits Included - Inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Address Enquiries to: - Adresser toutes questions à: Williams, Laura	Buyer Id - Id de l'acheteur pr705
Telephone No. - N° de téléphone (819) 956-1349 ()	FAX No. - N° de FAX (819) 956-5454
Increase (Decrease) - Augmentation (Diminution) \$727,177.60	
Revised estimated cost Coût révisé estimatif \$3,516,390.50	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre <i>Williams</i>	

Contract No. - N° du contrat
M0077-11E100/001/PR
Client Ref. No. - N° de réf. du client
M0077-11E100

Amd. No. - N° de la modif.
005
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

This amendment is raised to exercise Option 3 as follows:

Item	Firm Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
4	1,000	Set	\$643.52
		Sub- Total	\$643,520.00
		HST (13%)	\$83,657.60
		Total Option Value	\$727,177.60

All other terms and conditions remain the same.

N° / No.: 505-11-013024-141

COUR SUPÉRIEURE
(Chambre commerciale)
DISTRICT DE LONGUEUIL

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.
Débitrice

-et-
RICHTER GROUPE CONSEIL INC.
Syndic

-et-
BANQUE NATIONALE DU CANADA
-et-

HARRY FRIED
-et-

ROBERT NICHOLLS
Mises en cause

PIÈCE R-1

M^e Marc André Morin
Réf. / Ref.: 211434/MAM/ac
Procureurs pour / Attorneys for
LES DISTRIBUTEURS R. NICHOLLS
INC.

McMillan S.E.N.C.R.L., s.r.l./LLP
1000 Sherbrooke O.W., #2700, Montréal, Québec,
Canada H3A 3G4
t 514.987.5000 | f 514.987.1213
BM0259

18.11.14

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), entered into effective as of November 18, 2014, is made by and between R. Nicholls Distributors Inc. (Bus. Name 6865976 CANADA INC.), a Canadian corporation ("Assignor") and Safariland, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Public Works and Government Services Canada have entered into that certain Contract, dated as of August 16, 2011 and as amended on August 2, 2014, as set forth on Exhibit A attached hereto (collectively, the "Agreement"); and

WHEREAS, Assignor and Assignee each desires for the Agreement to be assigned by Assignor to Assignee and for Assignee to assume Assignor's obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the parties hereto agree as follows:

1. Assignment. For CDN\$25,000.00 (plus applicable taxes) (the "Assignment Price") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby forever assigns, transfers, conveys and delivers to Assignee, on an "as is/where is" basis and without any legal or conventional warranty whatsoever, all of Assignor's right, title and interest in, under and to the Agreement. Assignor expressly represents to Assignee that it has the requisite authority to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligations of Assignor. To the best of Assignor's knowledge, the execution, delivery and performance of this Assignment: (a) does not violate or conflict with any applicable laws to which Assignor is subject; and (b) does not result in the breach of, constitute a default under, give rise to a right of termination, cancellation or acceleration under the Agreement or any instrument or agreement to which Assignor is a party or by which Assignor or its properties may be bound or affected.
2. Disbursement of the Assignment Price. The Assignment Price is paid by the Assignee, as of the date hereof, to Richter Advisory Group, Inc., in its capacity as trustee to the notice of intention of the Assignor (the "Trustee"). The Trustee will keep the Assignment Price in trust until the condition mentioned at section 5 below is met, at which time the Trustee will be authorized to remit the Assignment Price to the Assignor. In the event that the condition mentioned at section 5 below is not met by November 21, 2015, the Trustee shall return the Assignment Price to the Assignee forthwith upon written request from the Assignee and no party will have any further rights against the other.
3. Acceptance and Assumption. Assignee hereby (a) accepts the assignment, transfer and conveyance of Assignor's right, title and interest in, under and to the Agreement, and (b) assumes, undertakes and agrees, subject to valid claims and defenses, to pay, satisfy, perform or discharge in accordance with the terms thereof all obligations and liabilities of any kind arising out of, or required to be performed under the Agreement by Assignor.
4. Effect of Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement.
5. Condition. The present assignment is conditional and will take effect when it is authorized by the Quebec Superior Court (district of Longueuil). Said authorization shall provide that the present assignment is made free and clear of the hypothecs, security interests, charges, encumbrances, liens, and other rights of the secured creditors of the Assignor in, under and to the Agreement.

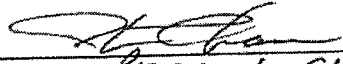
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. No Third Party Beneficiaries. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.
9. Modification and Waiver. None of the provisions in this Assignment may be waived, changed or altered except in a writing signed by all of the parties hereto.
10. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this of Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
11. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the Province of Quebec. The parties agree that any proceeding as between the parties directly or indirectly connected with this Assignment shall take place and be litigated in the exclusive jurisdiction of the Superior Court of the Province of Quebec and each of the parties consents to the jurisdiction of such courts and waives any objections thereto whether by way of an inconvenient forum or otherwise

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

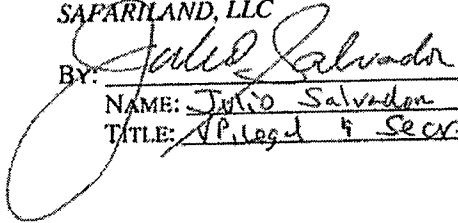
ASSIGNOR:

R. NICHOLLS DISTRIBUTORS INC.

BY: 
NAME: PIERRE L. CHARRON
TITLE: PRESIDENT & CEO

ASSIGNEE:

SAPARLAND, LLC

BY: 
NAME: Julio Salvador
TITLE: VP, Legal & Secretary

ACKNOWLEDGED

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY
TRUSTEE TO THE NOTICE OF INTENTION OF
R. NICHOLLS DISTRIBUTORS INC.

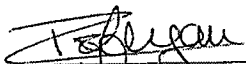
BY:  on behalf of
NAME: Stephane De Broux
TITLE: Partner
DATE: Nov. 18, 2014

EXHIBIT A

ASSIGNED AGREEMENT

1. CONTRACT No. M0077-11E100/001/PR, INCLUDING AMENDMENT NO. 5

N° / No.: 505-11-013024-141

COUR SUPÉRIEURE
(Chambre commerciale)
DISTRICT DE LONGUEUIL

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.
Débitrice

-et-
RICHTER GROUPE CONSEIL INC.
Syndic

-et-
BANQUE NATIONALE DU CANADA

-et-
HARRY FRIED

-et-
ROBERT NICHOLLS
Mises en cause

PIÈCE R-2

M^e Marc André Morin
Réf. / Ref.: 211434/MAM/ac
Procureurs pour / Attorneys for
LES DISTRIBUTEURS R. NICHOLLS
INC.

McMillan S.E.N.C.R.L., s.r.l./LLP
1000 Sherbrooke O.W., #2700, Montréal, Québec,
Canada H3A 3G4
t 514.987.5000 | f 514.987.1213
BM0259

18.11.14

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

COUR SUPÉRIEURE
(Chambre Commerciale)

N° DE DIVISION : 01-LONGUEUIL
N° DE COUR : 505-11-013024-141
N° DE DOSSIER : 41-1908342

DANS L'AFFAIRE DE L'AVIS D'INTENTION
DE FAIRE UNE PROPOSITION DE :

LES DISTRIBUTEURS R. NICHOLLS INC.,
personne morale légalement constituée et
dûment incorporée ayant son siège social et
son principal établissement commercial au
2475, rue de la Province à Longueuil QC
J4G 1G3

Débitrice

- ET -

RICHTER GROUPE CONSEIL INC.

Syndic

RAPPORT DU SYNDIC SUR LA VENTE D'UN ACTIF DE LES DISTRIBUTEURS R. NICHOLLS INC.

Je, Stéphane De Broux, CPA, CA, CIRP, de Richter Groupe Conseil inc. (« Richter » ou « Syndic »), Syndic agissant à l'avis d'intention de faire une proposition déposé par Les Distributeurs R. Nicholls inc. (la « Débitrice » ou « Société »), une personne morale insolvable, fais rapport au tribunal de ce qui suit :

I. INTRODUCTION

1. Le 5 septembre 2014, la Débitrice susnommée a déposé un avis d'intention de faire une proposition (« Avis »).
2. La Débitrice est une entreprise privée qui œuvre dans le domaine de la distribution d'équipements et d'uniformes pour les services de sécurité publique et agences de sécurité au Canada.
3. Depuis le 5 septembre 2014, la Débitrice concentre ses efforts à la vente de son surplus d'inventaires et à la perception des comptes à recevoir. De plus, la Société a mandaté Richter afin de trouver un investisseur pour sa division de distribution d'équipements.
4. Le 2 octobre 2014, la Débitrice obtenait une prorogation de délai pour déposer une Proposition jusqu'au 14 novembre 2014.
5. Le 13 novembre 2014, la Débitrice obtenait une prorogation de délai pour déposer une Proposition jusqu'au 19 décembre 2014 afin de permettre à la Débitrice de conclure les transactions de vente des inventaires, trouver un investisseur pour sa division de distribution d'équipements et déterminer les termes de la proposition qui pourrait être soumise aux créanciers.
6. L'actif dont il est question dans le présent rapport concerne les droits dans un contrat selon les termes d'une convention intervenue avec Safariland LLC (« Safariland ») (ci-après l'« Actif »).

II. PROCESSUS DE VENTE DE L'ACTIF

7. La Débitrice a un contrat avec Travaux publics et Services gouvernementaux Canada (« Services Canada ») pour approvisionner la Gendarmerie Royale du Canada (« GRC ») en vestes pare-balles aux termes d'un contrat intervenu entre la Débitrice et Services Canada en date du 16 août 2011, tel qu'il fut amendé de temps à autre, incluant le 7 juillet 2014 (collectivement, le « Contrat GRC »). Une copie du contrat est présentée à l'**Annexe A**.
8. La Débitrice n'est plus en mesure d'assurer l'approvisionnement de la GRC considérant sa situation financière actuelle et les besoins urgents de la GRC pour des vestes pare-balles.
9. Dans les circonstances, au lieu de tout simplement perdre la valeur rattachée au Contrat GRC, la Débitrice a rapidement entamé des discussions avec Safariland pour que cette dernière reprenne les droits de la Débitrice et approvisionne la GRC conformément au Contrat GRC.
10. Safariland est un fabricant de divers produits reliés aux armes à feu, notamment de vestes pare-balles, et est le principal fournisseur de la Débitrice pour le Contrat GRC.
11. L'entente finale intervenue le 18 novembre 2014 entre la Débitrice et Safariland (la « Convention ») est présentée à l'**Annexe B**.

III. OFFRE DE SAFARILAND

12. La Convention prévoit un paiement unique de 25 000 \$ pour l'Actif versé dans un compte en fidéicomis de Richter suite à la signature de l'entente.
13. Safariland n'est pas lié à la Débitrice d'aucune façon.
14. Le principal créancier garanti, la Banque Nationale du Canada, qui détient des sûretés de premier rang sur les Actifs, et à qui plus de 13 M\$ sont dus, a reçu avis de cette transaction et supporte l'entente avec Safariland.

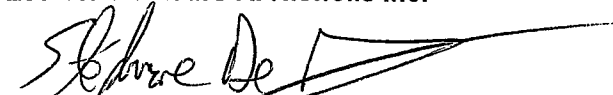
IV. RECOMMANDATION

15. Le Syndic est d'avis que la disposition de l'Actif à Safariland selon la Convention sera plus avantageuse que si elle était faite dans le cadre de la faillite.
16. Le Syndic est également d'avis que le prix offert par Safariland est juste et raisonnable dans les circonstances.
17. Par conséquent, le Syndic recommande que la vente de l'Actif à Safariland soit autorisée par la Cour selon la Convention signée entre la Débitrice et Safariland.

Fait à Montréal, province de Québec, le 18 novembre 2014.

Richter Groupe Conseil Inc.

**Syndic agissant *in re* : l'avis d'intention de faire une proposition de
Les Distributeurs R. Nicholls Inc.**



Stéphane De Broux, CPA, CA, CIRP



Purchasing Office - Bureau des achats:

Clothing and Textiles Division / Division des vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

CONTRACT - CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur
103111506PG0001
R NICHOLLS DISTRIBUTORS INC LE
2475 de la Province
Longueuil
Quebec
J4G1G3
Canada

Title - Sujet PLATE RIFLE GENERAL DUTY	
Contract No. - N° du contrat M0077-11E100/001/PR	Date 2011-08-16
Client Reference No. - N° de référence du client M0077-11E100	
Requisition No. - N° de la demande M0077-11E100	
File No. - N° de dossier pr705.M0077-11E100	CCC No./N° CCC - FMS No./N° VME
Financial Code(s) Code(s) financier(s) N035-0748-Y0011 UNASSIGNED	GST/HST TPS/TVH <input type="checkbox"/> <input type="checkbox"/>
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH Included - Inclus	Duty - Droits Included - Inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Address Enquiries to: - Adresser toutes questions à: Williams, Laura	Buyer Id - Id de l'acheteur pr705
Telephone No. - N° de téléphone (819) 956-1349 ()	FAX No. - N° de FAX (819) 956-5454
Total Estimated Cost - Coût total estimatif \$1,374,803.20	Currency Type - Devise CAD
For the Minister - Pour le Ministre	

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
 - 3.1 General Conditions
4. TERMS OF CONTRACT
 - 4.1 Delivery Date
 - 4.1.1 Shipping Instructions - Delivery at Destination
 - 4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun
5. AUTHORITIES
 - 5.1 Contracting Authority
 - 5.2 Technical Authority
 - 5.3 Contractor's Representative
6. PAYMENT
 - 6.1 Basis of Payment - Firm Unit Prices
 - 6.2 SACC Manual Clauses
 - H1001C Multiple Payments
7. INVOICING INSTRUCTIONS
8. CERTIFICATIONS
 - 8.1 SACC Manual Clauses
 - A3060C Canadian Content Certification
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. MATERIALS: CONTRACTOR TOTAL SUPPLY
12. PLANT LOCATION
13. OVERSHIPMENT
14. PRE-PRODUCTION SAMPLES
 - 14.1 Viewing Sample - Return to Sender
15. SPECIFICATIONS AND STANDARDS
 - 15.1 United States Military Specifications and Standards
 - 15.2 Canadian General Standards Board - Standards

ANNEX A - REQUIREMENT

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES
4. OPTION QUANTITIES

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

pr705

M0077-11E100

pr705M0077-11E100

CCC No./N° CCC - FMS No./N° VME

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with this requirement.

2. REQUIREMENT

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2010/08/16) General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery Date

Delivery - Firm Quantity - Phased

The first delivery must be made within 45 calendar days from the date of the written notice of approval of the pre-production samples. The quantity delivered must be 500 sets. The balance must be delivered at the rate of 200-300 sets weekly after the first delivery until completion of the Contract.

4.1.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun

Packaging

Shipping containers L-13 X W-11.25 X D-7.5 corrugated 200 LBS, "B" flute regular slotted container stapled plain to open end either wire stitched or reinforced kraft tape. Quantity of 3 sets (6 plates) to be packaged per container. Containers to be placed on wooden pallet with corner protectors, containers to be shrink wrapped and strapped to pallet. Pallet should not be top loaded and not to exceed 1,800 lbs.

Marking

RCMP Stock Item Numbers are a requirement solely of the purchaser and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below must be indicated hereafter:

- (a) Size and RCMP Stock Item Number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

(b) Size, quantity and RCMP Stock Item Number to be indicated on single unit package, when specified.

(c) Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.

(d) Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP stock item number and quantity per size being shipped.

(e) Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification/purchase description. Failure to comply with this article may result in rejection of goods upon inspection.

Rejected Goods

If any goods are rejected and are sold to commercial outlets, all RCMP markings and insignia must be removed before being turned over to the purchaser.

Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Contracting Authority only after contracted quantities have been accepted by the RCMP. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laura Williams

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Place du Portage, Phase III, 6A2

11 Laurier Street

Gatineau, Quebec K1A 0S5

Telephone : 819-956-1349 Facsimile: 819-956-5454

E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for this Contract is:

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705
CCC No./N° CCC - FMS No./N° VME

Mailing Address

RCMP, I/C Technical Services Section
Attn: Tailor Shop & Quality Control
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

Shipping Address:

RCMP, I/C Technical Services Section
Attn: Tailor Shop & Quality Control
440 Coventry Road, East Door (Warehouse Bldg.)
Ottawa, Ontario
K1K 2C4

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: Robert J. Nicholls or Marc Bouchard
Telephone No.: (450) 442-9215
Facsimile No.: (450) 442-9581
E-mail address: bob@rnicholls.com or marc.bouchard@rnicholls.com

Delivery follow-up

Name: Roberta Herder
Telephone No.: (450) 442-9215
Facsimile No.: (450) 442-9581
E-mail address: roberta.herder@rnicholls.com

6. PAYMENT

6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as detailed at Annex A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

7. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment :

Royal Canadian Mounted Police
Uniform & Equipment Program
Attn: Planning & Accounting Section
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.1 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

9. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

10. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) 2010A (2010/08/16) General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Specifications;
- e) Viewing Sample;
- f) The Contractor's bid dated July 18, 2011.

11. MATERIALS: CONTRACTOR TOTAL SUPPLY

The Contractor will be responsible for obtaining all materials required in the manufacture of the item specified.

The delivery stated for the item allows the necessary time to obtain such materials.

Contract No. - N° du contrat
M0077-11E100/001/PR
Client Ref. No. - N° de réf. du client
M0077-11E100

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

12. PLANT LOCATION

Items will be manufactured at: 1595 East Street , Pittsfield, MA 01201-3807, USA

13. OVERSHIPMENT

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

14. PRE-PRODUCTION SAMPLES

1. The Contractor must provide two (2) pre-production sample of the item, accompanied by the viewing sample, if applicable, to the Technical Authority for acceptance within 24 calendar days from date of contract award.

Production Samples (if requested by the RCMP Technical Authority)

2. The RCMP has the right to request a Production Sample at its discretion at any time during the contracting/production stage. Requirement for a production sample will be requested in writing by the RCMP Technical Authority.

3. If the first samples are rejected, the Contractor must submit the second samples within 14 calendar days of notification of rejection from the Technical Authority.

4. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

5. The Contractor must provide the samples, a copy of the inspection and test reports and certificates of compliance, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

Test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-production samples. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

As per paragraph 4.1.1 of the specification, meeting the following threat: -7.62x63mm 166gr M2 AP, with a steel core, at velocities up to and including 878m/s \pm 9.1 m/s (2880 ft/s \pm 30 ft/s).

CERTIFICATION: Certification meeting NIJ Standard 0101.06, Level IV, as a standalone, paragraph 4.1.1 (Ballistic Protection Level) of the specification.

CERTIFICATION/TEST RESULTS: Fungus Resistance, paragraph 4.1.2 of the specification; Test or certification of compliance, measured using ASTM G21-90 in providing evidence for fungus resistance requirements. Testing shall be performed on the surface covering fabric. Certification of compliance and/or a test report from an accredited, suitable third party facility is required.

Certificate of Compliance is defined herein.

6. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other conditions of the Contract.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

-
7. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
8. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
9. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority.

CERTIFICATE OF COMPLIANCE - DEFINITION

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (within the 6 months of the solicitation posting date) and must certify that the product for which the Certificate of Compliance was issued is the same product used in the pre-production sample(s) and in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

14.1 Viewing Sample - Return to Sender

The viewing sample which may have been sent to the Contractor, are to be returned to the sender upon completion of Contract.

The viewing sample is not to be mutilated or cut, but returned in the same condition as sent to the Contractor.

15. SPECIFICATIONS AND STANDARDS

15.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

15.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/cgsb/home/index-e.html>

Contract No. - N° du contrat
M0077-11E100/001/PR
Client Ref. No. - N° de réf. du client
M0077-11E100

Amd. No. - N° de la modif.
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

**ANNEX A
REQUIREMENT**

1. TECHNICAL REQUIREMENT

The Contractor is required to provide the Royal Canadian Mounted Police (RCMP) with General Duty Rifle Plates in accordance with the RCMP specification GS1045-330 dated 2011-01-20 and the viewing sample.

As an exception to the specification, paragraph 4.1.1 of GS1045-330 shall read:

Ballistic Protection Level - The General Duty Rifle Plate shall meet the NIJ Standard 0101.06 Level IV tested as a stand alone rifle plate against the following bullet threat:
-7.62x63mm 166 gr MS AP, with a steel core, and a velocity of 878 m/s ± 9.1 m/s (2880 ft/s ± 30 ft/s)

(RCMP specification GS1045-350 dated 2010-03-24 is provided as reference to ensure the Plate Rifle, General Duty fit into the RCMP Carrier Rifle Plate)

2. ADDRESSES

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program Attn.: Quality Control (Warehouse) 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Royal Canadian Mounted Police Uniform & Equipment Program Attn.: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

3. DELIVERABLES

CONTRACT QUANTITY

Item	Firm Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
1	2,000	Set	\$608.32
		Sub- Total	\$1,216,640.00
		HST (13%)	\$158,163.20
		Total Contract Value	\$1,374,803.20

OPTION 1 (Year 2012)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
2	1,000	Set	\$619.97

Handwritten scribbles and signatures at the bottom left of the page.

Contract No. - N° du contrat
M0077-11E100/001/PR

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
M0077-11E100

File No. - N° du dossier
pr705M0077-11E100

pr705

CCC No./N° CCC - FMS No./N° VME

OPTION 2 (Year 2013)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
3	1,000	Set	\$631.72

OPTION 3 (Year 2014)

Item	Estimated Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
4	1,000	Set	\$643.52

5. OPTION QUANTITIES - Identified as Items 2, 3 and 4

The Contractor grants to Canada the irrevocable option to acquire the goods described above under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised for a minimum of 500 sets up to a maximum of 1,000 sets by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise each option within 12 months after contract award date or contract amendment date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.

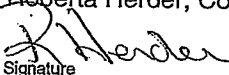
Delivery times of the option quantities will be negotiated at the time that the option is exercised and shall not exceed 6 months from the date that the contract amendment is issued by the Contracting Authority to exercise the option. Deliveries of any option quantities will be made concurrently with the firm contract quantity and must not change the firm quantity delivery schedule.



Purchasing Office - Bureau des achats:
Clothing and Textiles Division / Division des
vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

**CONTRACT AMENDMENT
MODIFICATION AU CONTRAT**


The referenced document is hereby amended: unless
otherwise indicated, all other terms and conditions of
the contract remain the same.
Ce document est par la présente modifié: sauf indication
contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this
amendment.
Le fournisseur/entrepreneur accepte la présente
modification/en accusé réception.
Roberta Herder, Contracts Specialist
 Jul 7, 2014
Signature Date
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
Prêre de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur
103111506PG0001
R. NICHOLLS DISTRIBUTORS INC.
2475 de la Province
Longueuil
Quebec
J4G1G3
Canada

Title - Sujet PLATE RIFLE GENERAL DUTY	
Contract No. - N° du contrat M0077-11E100/001/PR	Amendment No. - N° Modif 005
Client Reference No. - N° de référence du client M0077-11E100	Date 2013-08-02
Requisition Reference No. - N° de la demande M0077-11E100	
File No. - N° de dossier pr705.M0077-11E100	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH Included - Inclus	Duty - Droits Included - Inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: ROYAL CANADIAN MOUNTED POLICE WAREHOUSE 440 COVENTRY RD OTTAWA Ontario K1A 0R2 Canada	
Address Enquiries to: - Adresser toutes questions à: Williams, Laura	Buyer Id - Id de l'acheteur pr705
Telephone No. - N° de téléphone (819) 956-1349 ()	FAX No. - N° de FAX (819) 956-5454
Increase (Decrease) - Augmentation (Diminution) \$727,177.60	
Revised estimated cost Coût révisé estimatif \$3,516,390.50	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre 	

Contract No. - N° du contrat
M0077-11E100/001/PR
Client Ref. No. - N° de réf. du client
M0077-11E100

Amd. No. - N° de la modif.
005
File No. - N° du dossier
pr705M0077-11E100

Buyer ID - Id de l'acheteur
pr705
CCC No./N° CCC - FMS No./N° VME

This amendment is raised to exercise Option 3 as follows:

Item	Firm Quantity	Unit of Issue	Firm Set Price, DDP, transportation costs included, GST/HST extra
4	1,000.	Set	\$643.52
		Sub- Total	\$643,520.00
		HST (13%)	\$83,657.60
		Total Option Value	\$727,177.60

All other terms and conditions remain the same.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), entered into effective as of November 18, 2014, is made by and between R. Nicholls Distributors Inc. (Bus. Name 6865976 CANADA INC.), a Canadian corporation ("Assignor") and Safariland, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Public Works and Government Services Canada have entered into that certain Contract, dated as of August 16, 2011 and as amended on August 2, 2014, as set forth on Exhibit A attached hereto (collectively, the "Agreement"); and

WHEREAS, Assignor and Assignee each desires for the Agreement to be assigned by Assignor to Assignee and for Assignee to assume Assignor's obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the parties hereto agree as follows:

1. Assignment. For CDN\$25,000.00 (plus applicable taxes) (the "Assignment Price") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby forever assigns, transfers, conveys and delivers to Assignee, on an "as is/where is" basis and without any legal or conventional warranty whatsoever, all of Assignor's right, title and interest in, under and to the Agreement. Assignor expressly represents to Assignee that it has the requisite authority to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligations of Assignor. To the best of Assignor's knowledge, the execution, delivery and performance of this Assignment: (a) does not violate or conflict with any applicable laws to which Assignor is subject; and (b) does not result in the breach of, constitute a default under, give rise to a right of termination, cancellation or acceleration under the Agreement or any instrument or agreement to which Assignor is a party or by which Assignor or its properties may be bound or affected.
2. Disbursement of the Assignment Price. The Assignment Price is paid by the Assignee, as of the date hereof, to Richter Advisory Group, Inc., in its capacity as trustee to the notice of intention of the Assignor (the "Trustee"). The Trustee will keep the Assignment Price in trust until the condition mentioned at section 5 below is met, at which time the Trustee will be authorized to remit the Assignment Price to the Assignor. In the event that the condition mentioned at section 5 below is not met by November 21, 2015, the Trustee shall return the Assignment Price to the Assignee forthwith upon written request from the Assignee and no party will have any further rights against the other.
3. Acceptance and Assumption. Assignee hereby (a) accepts the assignment, transfer and conveyance of Assignor's right, title and interest in, under and to the Agreement, and (b) assumes, undertakes and agrees, subject to valid claims and defenses, to pay, satisfy, perform or discharge in accordance with the terms thereof all obligations and liabilities of any kind arising out of, or required to be performed under the Agreement by Assignor.
4. Effect of Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement.
5. Condition. The present assignment is conditional and will take effect when it is authorized by the Quebec Superior Court (district of Longueuil). Said authorization shall provide that the present assignment is made free and clear of the hypothecs, security interests, charges, encumbrances, liens, and other rights of the secured creditors of the Assignor in, under and to the Agreement.

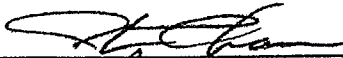
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. No Third Party Beneficiaries. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.
9. Modification and Waiver. None of the provisions in this Assignment may be waived, changed or altered except in a writing signed by all of the parties hereto.
10. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this of Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
11. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the Province of Quebec. The parties agree that any proceeding as between the parties directly or indirectly connected with this Assignment shall take place and be litigated in the exclusive jurisdiction of the Superior Court of the Province of Quebec and each of the parties consents to the jurisdiction of such courts and waives any objections thereto whether by way of an inconvenient forum or otherwise

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

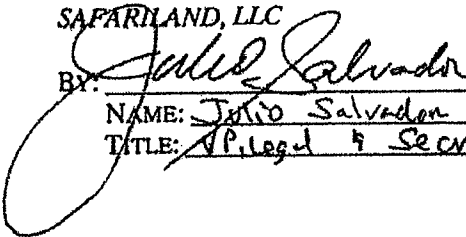
ASSIGNOR:

R. NICHOLLS DISTRIBUTORS INC.

BY: 
NAME: PIERRE L. CHARRON
TITLE: PRESIDENT & CEO

ASSIGNEE:

SAFARI LAND, LLC

BY: 
NAME: Julio Salvador
TITLE: VP, Legal & Secretary

ACKNOWLEDGED

*RICHTER ADVISORY GROUP INC., IN ITS CAPACITY
TRUSTEE TO THE NOTICE OF INTENTION OF
R. NICHOLLS DISTRIBUTORS INC.*


BY:  on behalf of
NAME: Stephane De Broux
TITLE: Partner
DATE: Nov. 18, 2014

EXHIBIT A

ASSIGNED AGREEMENT

1. CONTRACT NO. M0077-11E100/001/PR, INCLUDING AMENDMENT NO. 5

N° / No.: 505-11-013024-141

COUR SUPÉRIEURE
(Chambre commerciale)
DISTRICT DE LONGUEUIL

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.
Débitrice

-et-
RICHTER GROUPE CONSEIL INC.
Syndic

-et-
BANQUE NATIONALE DU CANADA

-et-
HARRY FRIED

-et-
ROBERT NICHOLLS
Mises en cause

PIÈCE R-3

M^e Marc André Morin
Réf. / Ref.: 211434/MAM/ac
Procureurs pour / Attorneys for
LES DISTRIBUTEURS R. NICHOLLS
INC.

McMillan S.E.N.C.R.L., s.r.l./LLP
1000 Sherbrooke O.W., #2700, Montréal, Québec,
Canada H3A 3G4
t 514.987.5000 | f 514.987.1213
BM0259

18.11.14

N° / No.: 505-11-013024-141

COUR SUPÉRIEURE
(Chambre commerciale)
DISTRICT DE LONGUEUIL

DANS L'AFFAIRE DE L'AVIS D'INTENTION DE :
LES DISTRIBUTEURS R. NICHOLLS INC.
Débitrice

-et-
RICHTER GROUPE CONSEIL INC.
Syndic

-et-
BANQUE NATIONALE DU CANADA
-et-

HARRY FRIED
-et-

ROBERT NICHOLLS
Mises en cause

ALBERTA HEALTH SERVICES

Legal & Privacy
10301 Southport Lane SW
Calgary, AB T2W 1S7

attention: Eva Kiryakos, Legal Counsel
By email:
eva.kiryakos@albertahealthservices.ca

with a copy to:
Miller Thomson LLP
3000, 700 - 9th Avenue SW
Calgary, AB T2P 3V4

attention : Nicole Taylor-Smith
By email:
ntaylorsmith@millerthomson.com

**REQUÊTE POUR AUTORISATION DE VENDRE
DES ACTIFS (ART. 65.13 DE LA LOI SUR LA
FAILLITE ET L'INSOLVABILITE),
ATTESTATION D'AUTHEENTICITE SELON
L'ART. 82.1 CP.C., AFFIDAVIT, AVIS DE
PRESENTATION, LISTE DE PIECES, PIECES
R-1 A R-3**

M^e Marc-André Morin
Réf. / Ref.: 211434/ac

Procureurs pour / Attorneys for
**LES DISTRIBUTEURS R. NICHOLLS
INC.**

McMillan S.E.N.C.R.L., s.r.l./LLP
1000 Sherbrooke O.W., #2700, Montréal, Québec,
Canada H3A 3G4

t 514.987.5000 | f 514.987.1213

BM0259