

SUPERIOR COURT

(Commercial Division)

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF BEAUHARNOIS**

No. 760-11-005445-123

DATE: February 11, 2013

PRESIDING: MTRE ADA FAN, REGISTRAR (JF0994)

IN THE MATTER OF THE RECEIVERSHIP OF:

**LES ALIMENTS NEWLAND NORTH AMERICA INC./NEWLAND NORTH AMERICA
FOODS INC.**

Debtor

-and-

RICHTER ADVISORY GROUP INC.

Trustee/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

-and-

BLUMER LAPOINTE TULL & ASSOCIÉS INC.

Receivers

**ORDER APPOINTING AN INTERIM RECEIVER
Section 47.1 (1) seq. of the *Bankruptcy & Insolvency Act* (the "BIA")
and for Change of District, 187 (7) and Rule 10 BIA**

- [1] **ON READING** the Petitioner's Motion for the Appointment an Interim Receiver (the "**Motion**") pursuant to Article 47.1 (1) and for Change of District (Article 187 (7) and Rule 10 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Petitioner's attorneys and the submissions of Richter Advisory Group Inc.;
- [4] **SEEING** that it is appropriate to appoint the joint Interim Receivers to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

- [5] **AUTHORIZES** the transfer of the present Court file to the District of Montreal;
- [6] **GRANTS** the Motion;

SERVICE

- [7] **ORDERS** all delays for presentation of the present Motion be shortened;

APPOINTMENT

- [8] **APPOINTS** Richter Advisory Group Inc. and Blumer Lapointe Tull & Associés Inc., Trustees, to act as joint Interim Receivers (the "**Receivers**") to all Property of Les Aliments Newland North America Inc./Newland North America Foods Inc. (the "**Debtor**") with the following powers and authority and subject to the following duties and other matters described herein:

RECEIVER'S POWERS

- [9] **AUTHORIZES AND EMPOWERS** the joint Interim Receivers to do any and/or all (without obligation to do so) of the following which the Interim Receivers consider to be necessary or desirable:
 - (a) to control all receipts and disbursements of the Debtor;
 - (b) to take possession of and exercise control over all property of the Debtor and any and all proceeds, receipts and disbursements arising out of or from the property of the Debtor, including, but not limited to all funds deposited with the Trustee, (the "**Property**");
 - (c) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engagement of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (d) to enter into any agreements or cease to perform any contracts of the Debtor;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, and to exercise any remedies of the Debtor in collecting such monies;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor;
- (g) to execute, assign, issue, endorse documents of whatsoever nature in respect of any of the Property for any purpose pursuant to the order to be rendered herein;
- (h) to initiate, prosecute and continue to prosecute any and all proceedings and to defend all proceedings now pending or hereinafter instituted with respect to the Debtor, the Property or the Interim Receivers and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings;
- (i) to report to, meet with and discuss with the Ad Hoc Committee all matters relating to the Property and Interim Receivership as the Interim Receivers deems appropriate, and to share information, subject to such terms as to confidentiality as the Interim Receivers deem appropriate;
- (j) to review, analyze and report on the financial books and records including all digital and computer records and transactions of the Debtor and its financial status;
- (k) to engage legal counsel on its behalf to represent it in any and all matters deemed necessary in all jurisdiction(s) necessary, and to obtain such opinions on security, executed by the Debtor and in respect of all other matters as the Interim Receivers deem necessary;
- (l) to examine under oath any individual or party having knowledge of the affairs of the Debtor.

DEBTOR'S DUTIES

[10] ORDERS the Debtor, its directors, officers and employees, former employees, agents and representatives to:

- (a) forthwith provide the Interim Receivers with access to the Property and all its books and records and to all of its premises;
- (b) cooperate with the Interim Receivers in the exercise of the powers that are granted herein;
- (c) not to dispose, alienate, encumber or otherwise transact in any manner whatsoever with regard to the Property other than in the ordinary course of business and with authorization of the Interim Receivers;
- (d) not to file an assignment in Bankruptcy without the written consent of the Interim Receivers.

LIMITATION OF LIABILITY

- [11] **DECLARES** that subject to the powers granted to the Interim Receivers pursuant to the terms of paragraph 9 hereof nothing herein contained shall require the Interim Receivers to occupy or take control, or otherwise manage all or any part of the Property. The Interim Receivers as a result of this order shall not be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;
- [12] **DECLARES** that the powers of the Interim Receivers shall be exercised pursuant to their reasonable discretion and judgment;

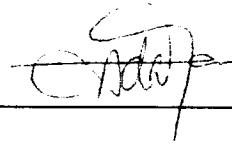
FEES

- [13] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after date of the order in respect of the Interim Receivership shall constitute a first charge and security over the Property, other than the Vehicle Security, and are hereby constituted in favour of the Interim Receivers, of the Interim Receivers' attorneys and advisors to extent of the aggregate amount of \$75,000.00 plus applicable taxes (the "Administrative Charge");
- [14] **DECLARES** that the Administrative Charge shall rank in priority to any and all other hypothecs, mortgages, liens, surety interests, proven charges, encumbrances or security of whatsoever nature or kind (collectively, the "Encumbrances") affecting the Property charged by such Encumbrances;
- [15] **DECLARES** that the Administrative Charge is effective and shall charge as of 12:01 a.m., Montreal time, the day of the order rendered herein, all of the Debtor's Property present and future;
- [16] **DECLARES** that notwithstanding (1) these proceedings and declaration of insolvency made by the Debtor, (2) any assignment in Bankruptcy or granting of any receiving order, (3) the provisions of federal or provincial statutes, the payments or disposition of Property made by the Interim Receivers pursuant to the order to be rendered herein and the granting of the Administrative Charge do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct making a recourse of abuse under any applicable law and shall be valid and enforceable against any person, including any trustee in Bankruptcy;
- [17] **AUTHORIZES** the Interim Receivers to collect payment of their fees and disbursements and those of their attorneys, the whole subject to taxation in conformity with the BIA and upon notice to the Ad Hoc Committee and or the Inspectors as the case may be;

GENERAL

- [18] **DECLARES** the order rendered herein and all other orders in these proceedings shall have full force and effect in all Provinces and Territories of Canada;
- [19] **DECLARES** that the Interim Receivers shall be authorized to apply as they may consider necessary or desirable with or without notice, to any other court or administrative body whether in Canada, the United States of America or elsewhere for orders which aid and complement the order to be rendered herein and any subsequent orders of this Court and without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code for which the Interim Receivers shall be the foreign representative of the Debtor, all courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide assistance to the Interim Receivers as may be deemed necessary or appropriate for that purpose;
- [20] **DECLARES** that due to the urgency herein that provisional execution of the present order notwithstanding any appeal, and without requirement to provide any security or provision for costs whatsoever, be ordered;

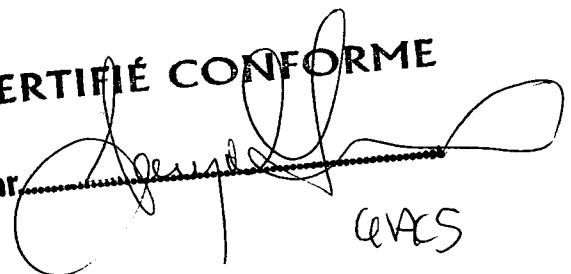
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CERTIFIÉ CONFORME

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CVCS

