



Raymond Chabot inc.

Société affiliée de  
Raymond Chabot Grant Thornton  
S.E.N.C.R.L.  
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CANADA  
DISTRICT DU QUEBEC  
N<sup>o</sup> DIVISION : 01-MONTREAL  
N<sup>o</sup> COUR : 500-11-058547-205  
N<sup>o</sup> DOSSIER : 41-2660818

C O U R S U P É R I E U R E  
« Chambre commerciale »

DANS L'AFFAIRE DE LA PROPOSITION DE :

**OINK OINK CANDY INC.,**  
Personne morale faisant affaire au 5430, rue Ferrier,  
dans la ville de Mont-Royal, dans la province de  
Québec, H4P 1M2.

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### AVIS DE LA PROPOSITION AUX CRÉANCIERS

(article 51 de la Loi)

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Avis est donné que Oink Oink Candy Inc. de Mont-Royal (Québec) a déposé une proposition entre nos mains le 25 novembre 2020 en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition et dont les réclamations se chiffrent à 250 \$ ou plus, une preuve de réclamation, une formule de votation et une copie du rapport du syndic sur la proposition.

Une assemblée générale des créanciers de la Débitrice sera tenue par téléconférence le 16 décembre 2020 à 10 h. Si vous désirez recevoir les coordonnées pour assister à ladite téléconférence, veuillez nous en informer, **avant le 15 décembre 2020 à 16 h**, par courriel au [reclamation-claims@rcgt.com](mailto:reclamation-claims@rcgt.com).

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

Les preuves de réclamation, procurations et formules de votation dont l'usage est projeté à l'assemblée doivent être au préalable déposées entre nos mains.

Fait à Montréal, ce 2 décembre 2020.

RAYMOND CHABOT INC.  
Syndic autorisé en insolvabilité

Jean Gagnon, CPA, CA, CIRP, SAI  
Responsable désigné



Raymond Chabot Inc.

An affiliate of  
Raymond Chabot Grant Thornton  
LLP  
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CANADA  
DISTRICT OF QUEBEC  
DIVISION NO.: 01-MONTREAL  
COURT NO. : 500-11-058547-205  
FILE NO. : 41-2660818

S U P E R I O R C O U R T  
" Commercial Division "

IN THE MATTER OF THE PROPOSAL OF:

**OINK OINK CANDY INC.**

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**NOTICE OF PROPOSAL TO CREDITORS**  
(section 51)

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Take notice that Oink Oink Candy Inc. in the city of Mont-Royal (Québec) has lodged with us a proposal under the *Bankruptcy and Insolvency Act* on November 25, 2020.

Copy of the debtor's proposal, a condensed statement of its assets and liabilities, a list of the creditors affected by the proposal and whose claims amount to \$250 or more, a proof of claim, a letter of votation and a copy of the trustee's preliminary report are enclosed herewith.

A general meeting of the creditors of the Debtor will be held by conference call on December 16, 2020, at 10:00 a.m. If you wish to attend, please inform us, **before 4:00 p.m. on December 15, 2020**, by email at [reclamation-claims@rcgt.com](mailto:reclamation-claims@rcgt.com) to receive the contact details to join the conference.

The creditors or any class of creditors qualified to vote at the meeting may, by resolution, accept the proposal made by the debtor either as made or as modified at the meeting. If so accepted and if approved by the Court, the proposal will bind all creditors or the class or creditors affected.

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

Dated at Montréal, this December 2, 2020.

RAYMOND CHABOT INC.  
Licensed Insolvency Trustee

Jean Gagnon, CPA, CA, CIRP, SAI  
Trustee in charge

CANADA  
DISTRICT OF QUÉBEC  
DIVISION NUMBER: 01 - MONTRÉAL  
COURT NUMBER: 500-11-058547-205  
FILE NUMBER:

SUPERIOR COURT  
"Commercial Division"

IN THE MATTER OF THE PROPOSAL OF: **OINK OINK CANDY INC.**

Debtor

-and-

**RAYMOND CHABOT INC., (SR0163)**

Jean Gagnon, CPA, CA, CIRP, LIT  
Trustee in Charge

Trustee

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## PROPOSAL

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We, Oink Oink Candy inc., hereby submit the following Proposal to our creditors in accordance with the *Bankruptcy and Insolvency Act*:

### 1. DEFINITIONS

**Definitions:** The following definitions shall apply to this Proposal, subject to any inconsistent provision of the Act:

- 1.1 **"Affirmative Vote"**: means any vote of the creditors approving the Proposal by the majority of the creditors as required under the Act.
- 1.2 **"Amounts Offered for Distribution"**: means an aggregate amount of three hundred fifty thousand dollars (\$350,000) to be made available to the Trustee for Crown Claims, Preferred and Unsecured Creditors, except for Employee Claims and Fees and Costs of the Proposal, within sixty (60) days of the Approval Order.
- 1.3 **"Approval Order"**: means a final and binding order to be issued by the Court and providing for the approval of the Proposal following an affirmative vote by the creditors.
- 1.4 **"Claims of Former Employees"**: means claims of former employees resulting from loss of employment prior to the Date of the Proposal as a notice of termination and not paid at the Date of the Proposal.

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- 1.5** “**Conditions**” has the meaning ascribed thereto in Section 2.1 of the Proposal.
- 1.6** “**Court**”: means the Superior Court of Québec, district of Montréal.
- 1.7** “**Crown Claims**”: means only, specifically excluding any other claims of Her Majesty in right of Canada or of a province or its agents, the claims of Her Majesty in right of Canada or of a province which were due as at the Date of the Notice of Intention, for amounts that could be subject to a demand under Section 224(1.2) of the *Income Tax Act* or any provincial legislative provision that is essentially identical to the provisions of such section.
- 1.8** “**Date of Approval**”: means the date on which the Approval Order becomes final and not subject to appeal.
- 1.9** “**Date of the Notice of Intention**”: means, for purposes of the Proposal, the date on which the notice of intention to make a proposal is filed with the Official Receiver, i.e. July 28<sup>th</sup>, 2020.
- 1.10** “**Date of the Proposal**”: means, for the purposes of the Proposal, the date on which the Proposal was filed with the Official Receiver, i.e. November 25<sup>th</sup>, 2020.
- 1.11** “**Debtor**” refers to Oink Oink Candy inc.
- 1.12** “**Employee Claims**”: Means amounts owed to employees still employed by the Debtor at the Date of the Notice of Intention as wages and unpaid vacation.
- 1.13** “**Fees and Costs of the Proposal**”: means the fees and disbursements of the Trustee and attorneys of the Debtor relating to this Proposal or any amended Proposal, as applicable, as well as any such amounts incurred after the Date of the Notice of Intention.
- 1.14** “**Former Employees**”: means the former employees of the Debtor holding Claims of Former Employees.
- 1.15** “**Lessor Claims**”: means a Lessor’s claim for amounts owing by the Debtor as of the Date of the Notice of Intention, as well as for an amount equal to the lesser of:
- a) the aggregate of (A) the rent provided for in the lease for the first year of the lease following the date on which the disclaimer or resiliation becomes effective, and (B) 15% of the rent for the remainder of the term of the lease after that year; and
  - b) three years’ rent.

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- 1.16 **“Lessor”** means the lessor of a commercial lease that was disclaimed or resiliated by the Debtor pursuant to s. 65.2 of the Act.
- 1.17 **“Person”**: means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, joint venture, unincorporated organization, governmental body or any other entity.
- 1.18 **“Preferred Claims”**: means the claims described in Sections 136(1)(a) to 136(1)(j) of the Act, which, under the Act, shall be paid in priority over all other claims, except for Employee Claims and Fees and Costs of the Proposal.
- 1.19 **“Preferred Creditors”**: means any Person having a Preferred Claim within the meaning of Section 136 of the BIA.
- 1.20 **“Proposal”**: means this Proposal or any amended Proposal pursuant to amendments thereto.
- 1.21 **“Secured Claims”**: means the claims of secured creditors, as such term is defined in Section 2 of the Act.
- 1.22 **“Secured Creditors”**: means any Person having a Secured Claim.
- 1.23 **“Trustee”**: means Raymond Chabot inc. (Jean Gagnon, CPA, CA, CIRP, LIT, Trustee in Charge), as trustee acting in re: the Proposal for Oink Oink Candy inc.
- 1.24 **Trustee’s Certificate**: means the certificate issued by the Trustee under Section 65.3 of the Act confirming the full performance of the Proposal. The Trustee shall issue the Trustee’s Certificate as soon as the Conditions are fulfilled.
- 1.25 **“Unaffected Creditors”** means Rainy Day Investments Ltd. and Herschel Segal.
- 1.26 **“Unsecured Creditors”**: means any Person having an Unsecured Claim.
- 1.27 **“Unsecured Claims”**: means the provable claims with the meaning of the Act, including Lessor Claims, of any nature whatsoever, including any and all claims and undertakings, present or future, whether payable or not as at the Date of the Proposal, including claims of former employees, any contingent claims and unliquidated claims (once they become provable claims in accordance with the Act) stemming from (1) any obligation incurred by the Debtor prior to the Date of the Proposal including, without limiting the generality of the foregoing, offers to purchase, promises to purchase, leases of movables or immovables, purchase agreements, financial commitments and options that the Debtor has not specifically agreed to honour after the Date of the Proposal, and (2) any obligation to which the Debtor may

become subject after the Date of the Proposal, notably obligations of a fiscal nature, due to the consequences of the Proposal, its approval by the Court or its execution. Unsecured Claims exclude Secured Claims, Crown Claims, current commitments under section 5.1 of the Proposal, Employee Claims, Preferred Claims and Fees and Costs of the Proposal.

## 2. CONDITIONS

**2.1 Conditions:** The Proposal is conditional upon the satisfaction of all of the following conditions precedent (collectively, the "**Conditions**"):

- i) An Affirmative Vote by the majorities required under the Act;
- ii) The issuance of the Approval Order;
- iii) The receipt by the Trustee of the Amount Offered for Distribution;
- iv) The filing with the Court of the Trustee's Certificate.

## 3. PAYMENT OF SECURED CREDITORS

**3.1** Given the sureties provided to the secured creditors, we agree to assume payment for amounts owed to these creditors, in full or in accordance with any agreement to be reached with them.

## 4. PAYMENT OF THE FEES AND COSTS OF THE PROPOSAL

**4.1** The Fees and Costs of the Proposal incurred after the Date of the Notice of Intention shall be paid in addition to the Amount Offered for Distribution.

## 5. PAYMENT OF CURRENT UNDERTAKINGS

**5.1** The Debtor's undertakings with respect to goods provided, services rendered and other considerations given to the Debtor after the Date of the Proposal shall be paid by the Debtor in the normal course of business, in compliance with its undertakings, and in accordance with prevailing market conditions, without exceeding the fair market value of such goods and services.

## 6. PAYMENT OF CROWN CLAIMS

**6.1** Crown Claims shall be paid in full within six (6) months of the Approval Order, in priority over other claims and out of the Amount Offered for

Distribution, with any related interest and penalties under applicable laws, regulations and decrees.

**7. PAYMENT OF EMPLOYEE CLAIMS**

7.1 Employee Claims relating to unpaid wages, as well as amounts due in respect of vacation pay owed to employees still employed by the Debtor at the Date of the Proposal, shall be paid by the Proposer in the normal course of business.

**8. PAYMENT OF PREFERRED CLAIMS**

8.1 Preferred Claims, other than the Fees and Costs of the Proposal and Employee Claims, shall be paid and discharged in full and without interest, in priority over any Unsecured Claims, out of the Amount Offered for Distribution.

**9. PAYMENT OF UNSECURED CLAIMS**

9.1 All other claims not affected by the preceding paragraphs shall be paid by sharing the Amount Offered for Distribution, net of the amounts distributed under sections 6 and 8 of the Proposal, in proportion to the unpaid balances of Unsecured Claims.

**10. PAYMENT OF FORMER EMPLOYEES' CLAIMS**

10.1 Former Employees having an unpaid balance for their former employee claim will be able to file, where appropriate, an application with Service Canada to receive financial compensation under the Wage Earner Protection Program.

**11. UNAFFECTED CREDITORS**

11.1 Subject to issuance of the Approval Order, and for the purposes of this Proposal:

- i) Claims of Unaffected Creditors shall not be affected by this Proposal; and
- ii) Unaffected Creditors shall not be entitled to any distribution whatsoever out of the Amounts Offered for Distribution.



## 12. OTHER PROVISIONS

- 12.1 Appointment of Inspectors:** The Debtor accepts the appointment of no more than five (5) inspectors to be designated by the creditors, at the general meeting of creditors convened to consider this Proposal, and such inspectors shall have the powers set forth in the Act, as well as the power to postpone payment of the Amount Offered for Distribution provided for in Section 1.2.
- 12.2 Claims against the Directors and Officers:** The acceptance of the Proposal by the creditors affected by this Proposal release definitively, as at the Date of the Notice of Intention, the Debtor's directors in accordance with Section 50(13) of the Act, as well as their officers in office, from any and all liability or obligation for which they may be liable by law in their capacity as directors or officers, in respect of any debt of the Debtor which arose before the Date of the Notice of Intention. It is understood however that nothing herein shall be interpreted as an acknowledgment of any liability or obligation on the part of the directors or officers in office as at the Date of the Notice of Intention, any such liability or obligation being specifically denied.
- 12.3 Preferences and Transfers at Undervalue:** By accepting this Proposal, the creditors specifically waive the right to exercise, against the Debtor and any third party, the recourses provided in sections 95 to 101 of the Act, as well as the recourses provided under any other provincial legislation with a similar object, including, but without limiting the foregoing, the recourses provided under sections 1631 and 1636 of the *Civil Code of Québec*, in accordance with Section 101.1 of the Act.
- 12.4 Distribution:** Raymond Chabot Inc. shall act as trustee under this Proposal and all sums payable under this Proposal shall be fully paid in the hands of Raymond Chabot Inc. for distribution to the creditors.



Executed in Montréal this 25th day of November 2020.

**Oink Oink Candy inc.**

By:

  
\_\_\_\_\_  
Sarah Segal

Witness

  
\_\_\_\_\_

District of: Quebec  
 Division No: 1  
 Court No: 500-11-058547-205  
 Estate No: 41-2660818

FORM 78

**Statement of Affairs (Business Proposal)**

(Subsections 50(2) and 62(1) of the Act)

In the matter of the Proposal of Oink Oink Candy Inc.

Original

Amended

To the Debtor:

You are required to carefully and accurately complete this Form and the applicable attachments, showing the state of your affairs on the date of the filing of your proposal (or notice of intention if applicable), on the 25th day of November, 2020. When completed, this Form and the applicable attached lists will constitute your Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (As stated and estimated by Debtor)		
1.	Unsecured creditors as per list "A"	\$15,399,152.99
2.	Secured creditors as per list "B"	\$0.00
3.	Preferred creditors as per list "C"	\$0.00
4.	Contingent, trust claims or other liabilities as per list "D"	\$0.00
	estimated to be reclaimable for	\$0.00
<b>Total Liabilities</b>		<b>\$15,399,152.99</b>
<b>Surplus</b>		<b>\$0.00</b>

ASSETS (As stated and estimated by Debtor)		
1.	Inventory	\$1,502,362.00
2.	Trade fixtures, etc	\$879,753.00
3.	Accounts receivable and other receivables, as per List "E"	
	Good	\$162,088.00
	Doubtful	\$162,088.00
	Bad	\$0.00
	Estimated to produce	\$162,088.00
4.	Bills of exchange, promissory note, etc., as per List "F"	\$0.00
5.	Deposits in Financial Institutions	\$0.00
6.	Cash	\$1,100,000.00
7.	Livestock	\$0.00
8.	Machinery, equipment and plant	\$92,484.00
9.	Real property or immovable as per List "G"	\$0.00
10.	Furniture	\$21,924.00
11.	RRSPs, RRIFs, Life insurance, etc.	\$0.00
12.	Securities (Shares, Bonds, Debentures, etc.)	\$0.00
13.	Interests under wills	\$0.00
14.	Vehicles	\$0.00
15.	Other property, as per List "H"	\$139,520.00
<i>If Debtor is a corporation, add:</i>		
	Amount of subscribed capital	
	Amount paid on capital	
	Balance subscribed and unpaid	
	Estimated to produce	
<b>Total Assets</b>		<b>\$3,898,131.00</b>
<b>Deficiency</b>		<b>\$11,501,021.99</b>

I, Sarah Segal, of Oink Oink Candy Inc. of the City of Mont-Royal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge a full, true and complete statement of its affairs on the 25th day of November, 2020 and fully disclose all property of every description that is in its possession or that may devolve on it in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at Montréal in the Province of Quebec, on this 25th day of November, 2020

Philippe Daneau  
 Commissioner of Oaths  
 for the Province of Quebec



*Sarah Segal*  
 Signature of Debtor

List "A"  
Unsecured Creditors  
Oink Oink Candy Inc.

No	Name of Creditor	Address	Amount of Claim
1	ADT Security Services Canada Inc	8481, boul. Langelier, Montréal, Quebec, Canada, H1P2C3	\$3,651.77
2	Agence du Revenu du Canada (QC)	4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, Canada, G9P 5H9	\$0.00
3	Allen, Maxwell & Silver, Inc.	PO Box 540, Fairlawn, New Jersey, USA, -	\$5,222.46
4	Banque Royale du Canada	1 Place Ville-Marie, 9ième étage, Aile Ouest, Montréal, Quebec, Canada, H3C 3A9	\$11,002.41
5	Bell Aliant	P.O. Box 2226, Stn Central RPO, Halifax, Nova Scotia, Canada, B3J 3C7	\$98.18
6	Bell Canada, Centre de versement clients	C.P. 11490, Station Centre-Ville, Montréal, Quebec, Canada, H3C 5R7	\$1,988.20
7	Bell MTS	P.O. Box 7500, Winnipeg, Manitoba, Canada, R3C 3B5	\$67.15
8	Candy People	418 Henry Street, Brantford, Ontario, Canada, N3S7W1	\$8,025.26
9	Commission des normes du travail - Québec	400, boulevard Jean-Lesage Hall Est, 4e étage, bureau 400, Québec, Quebec, Canada, G1K 8W1	\$0.00
10	Compass Group Canada- Van	401 Bay Street, 9th Floor, Toronto, Ontario, Canada, M5H 2Y4	\$13,161.71
11	Compass Group Canada-TO	401 Bay Street, 9th Floor, Toronto, Ontario, Canada, M5H2Y4	\$28,724.65
12	CSST - Montréal Centre-Ville	C.P. 11493, succ. Centre-Ville, Montréal, Quebec, Canada, H3C 5S1	\$0.00
13	Davids Tea	5430, rue Ferrier, Mont-Royal, Quebec, Canada, H4P1M2	\$67,771.13
14	Doculand	5778, avenue Royalmount, Mont-Royal, Quebec, Canada, H4P1K5	\$10,967.12
15	Eco Entreprises Quebec	1600, boul. Rene-Levesque Ouest, Bureau 600, Montréal, Quebec, Canada, H3H 1P9	\$0.00
16	EDI Gateway Inc.	8355 Bougainville, Montréal, Quebec, Canada, H4P 2G5	\$118.42
17	Elegant Pak	8484 Esplanade, Montréal, Quebec, Canada, H2P 2R7	\$8,704.00
18	Euler Hermes	1155, boul. René Lévesque, Suite 2810, Montréal, Quebec, Canada, H3B 2L2	\$70,842.40
19	Evoq	1435, rue Saint-Alexandre, bureau 1000, Montréal, Quebec, Canada, H3A2G4	\$20,545.01
20	Fairview Pointe Claire Leaseholds inc.	6801, autoroute Transcanadienne, Pointe-Claire, Quebec, Canada, H9R5J2	\$170,868.00
21	Fire Alert Mobile Extinguishers	1-890 Taylor Creek Dr., Orléans, Ontario, Canada, K4A0Z9	\$179.34
22	Galerie au Chocolat	6665, Côte-de-Liesse, Saint-Laurent, Quebec, Canada, H4T1Z5	\$10,432.06
23	Goli Nutrition	1, Square Westmount, 15e étage, Westmount, Quebec, Canada, H3Z2P9	\$67,351.44
24	Group Access	8270, rue Mayrand, Montréal, Quebec, Canada, H4P2C5	\$391.66
25	GS1 Canada	PO Box 4283, Postal Station A Toronto, Toronto, Ontario, Canada, M5W5W6	\$5,518.79
26	H. Segal	5430 Rue Ferrier, Mont-Royal, Quebec, Canada, H4P 1M2	\$409,000.00
27	Harrods	87-135 Brompton Road, London, London, United Kingdom, SW1X7XL	\$20,613.60
28	Herbaland Natural Inc.	13330 Maycrest Way, Richmond, British Columbia, Canada, V6V 2J7	\$23,377.41
29	Hydro-Québec	140, Crémazie Ouest, 3e étage, Montréal, Quebec, Canada, H2P 1C3	\$0.00
30	Imprimerie Dumaine	5350, avenue Trudeau, Saint-Hyacinthe, Quebec, Canada, J2S7Y8	\$18,504.07
31	Indeed	c/o T11189 PO Box 11000, Station A, Toronto, Ontario, Canada, M5W2G5	\$2,500.01
32	Ivanhoe Cambridge II Inc. ITF Metropolis BC	4720 Kingsway, Suite 604, Burnaby, British Columbia, Canada, V5H4N2	\$181,023.00
33	Ivanhoe Cambridge II Inc. iff Vaughan Mills	1 Bass Pro Mills Drive, Management Office, Vaughan, Ontario, Canada, L4K5W4	\$6,672.39
34	Ivanhoe Cambridge Inc. iff Laurier Quebec	2700, boul. Laurier, bureau 1000, Québec, Quebec, Canada, G1V4J9	\$17,920.57
35	Ivanhoe Cambridge ift Montreal Eaton Center	Place Montreal Trust 1500, avenue McGill College, Niveau 5, Montréal, Quebec, Canada, H3A3J5	\$36,867.94
36	Ivanhoe Cambridge ift Southgate Center	95 Wellington ST W Suite 300, Toronto, Ontario, Canada, M5J2R2	\$189,552.00
37	Le Carrefour Laval (2013) Inc.	3003, boul. Le Carrefour, Laval, Quebec, Canada, H7T1C7	\$284,444.00
38	L'Emballage Tout	6995, boul. Thimens, Ville St-Laurent, Quebec, Canada, H4S 2C7	\$625.60
39	Les Aliments Papco Foods Inc.	250, rue Deslauriers, Saint-Laurent, Quebec, Canada, H4N1V8	\$12,847.77
40	Leucan région Québec	2950-A, boul. Laurier, Québec, Quebec, Canada, G1V2M4	\$1,921.93
41	LG Plaza	4810, boul. Jean Talon Ouest, bureau 401, Montréal, Quebec, Canada, H4P 2N5	\$52,460.24

  
Debtor

25th day of November, 2020

Date



List "A"  
Unsecured Creditors  
Oink Oink Candy Inc.

No	Name of Creditor	Address	Amount of Claim
42	M2i3 inc.	140 rue de la Grande-Anse, Laval, Quebec, Canada, H7N 1T8	\$1,034.78
43	Manitoba Finance, taxation division	415-401 York Avenue, Winnipeg, Manitoba, Canada, R3C 0P8	\$1,824.61
44	Ministère du revenu du Québec (Impôt)	3e étage, secteur R23DGR 1600, René-Lévesque Ouest, Montréal, Quebec, Canada, H3H 2V2	\$0.00
45	Ministère du revenu du Québec (TVQ) - Montréal, Quebec - Montréal, Quebec	3e étage, Secteur R23DGR 1600, boul. René-Levesque Ouest, Montréal, Quebec, Canada, H3H 2V2	\$0.00
46	Ministry of Finance, revenue division (Saskatchewan)	P.O. Box 200, Régina, Saskatchewan, Canada, S4P 2Z6	\$773.15
47	Multi Bag	5653, rue Pare, bureau 200, Montréal, Quebec, Canada, H4P1S1	\$11,022.08
48	Oberfeld Snowcap	8000, boul. Decarie, bureau 290, Montréal, Quebec, Canada, H4P2S4	\$2,874.38
49	Omnitrans Inc.	4300, rue Jean-Talon Ouest, Montréal, Quebec, Canada, H4P 1W3	\$318.46
50	Ontrea Inc. Re Polo Park, MB	Polo Park Shopping Centre 66Q-1485 Portage Avenue, Winnipeg, Manitoba, Canada, R3G0W4	\$91,569.00
51	Ontrea Inc. Re Promenades St-Bruno	1, boul. des Promenades, Saint-Bruno, Quebec, Canada, J3V5J5	\$21,194.12
52	Ontrea Inc. Re Sherway Gardens	25 The West Mall, Box 101, Etobicoke, Ontario, Canada, M9C1B8	\$511,128.00
53	OPB Realty Halifax Centre Inc.	7001 Mumford Road, Halifax Place, Suite 203, Halifax, Nova Scotia, Canada, B3L4R3	\$190,107.00
54	Orkin Canada	650, boul. Industriel, bureau 102, Blainville, Quebec, Canada, J7C5Y7	\$286.47
55	Oxford itf Square One	100 City Centre Drive, Mississauga, Ontario, Canada, L5B2C9	\$244,853.00
56	Oxford itf Upper Canada Mall	17600 Yonge Street, Box 256, Newmarket, Ontario, Canada, L3Y4Z1	\$35,276.00
57	PLACE ROSEMERE INC.	401, boul. Labelle, Rosemère, Quebec, Canada, J7A3T2	\$36,332.00
58	Purolator Freight	31 Adelaide St. E., PO Box 7006, Toronto, Ontario, Canada, M5C3E2	\$1,419.56
59	Purolator Inc	P.O. Box 4800, STN MAIN, Concord, Ontario, Canada, L4K0K1	\$1,036.81
60	QA Courier	16637, boul. Hymus, Kirkland, Quebec, Canada, H9H4R9	\$249.94
61	RAINY DAY INVESTMENTS LTD.	5430, rue Ferrier, Mont-Royal, Quebec, Canada, H4P 1M2	\$11,441,137.89
62	Receveur Général du Canada (PPS)	Service Canada (PPS) 4900, rue Yonge, AR Finance, 1er étage, Toronto, Ontario, Canada, M2N 6A8	\$0.00
63	Rogers Communications Inc. - proposition	P.O. Box 2514, Station "B", London, Ontario, Canada, N6A 4G9	\$107.35
64	Rootree	1186 Hwy 6 N, Hamilton, Ontario, Canada, L8N2Z7	\$41,911.24
65	Salaries and vacations owed	5430 Ferrier St., Mont-Royal, Quebec, Canada, H4P 1M2	\$431,699.00
66	Salaries and vacations owed	5430 Ferrier St., Mont-Royal, Quebec, Canada, H4P 1M2	\$0.00
67	Scarborough Town Centre Holdings Inc.	300 Borough Drive, Suite 230, Toronto, Ontario, Canada, M1P4P5	\$224,066.00
68	Selectcom Telecom	300-5151 Jean Talon Est, Montréal, Quebec, Canada, H1S 1K8	\$123.48
69	Service Canada (trop versé assurance chômage)	Centre de traitement Boucherville C.P. 60, Boucherville, Quebec, Canada, J4B 5E6	\$0.00
70	Servicorp	6445, chemin de la Côte-de-Liesse, Saint-Laurent, Quebec, Canada, H4T1S9	\$51.53
71	Stick2 Labels Inc.	555, avenue Lepine, Dorval, Quebec, Canada, H9P2R2	\$329.41
72	Stingray	730, rue Wellington, Montréal, Quebec, Canada, H3C1T4	\$1,140.14
73	Sweet Caroline Confections	3483 South Broadway, Englewood, Colorado, USA, 80113-	\$9,180.00
74	Telus Mobility	4 - 4519 Canada Way, Burnaby, British Columbia, Canada, V5G 4S4	\$887.10
75	The Sunshine Foundation of Canada	100-300 Wellington Street, London, Ontario, Canada, N6B 2L5	\$3,018.00
76	Toronto Hydro	P.O. Box 4490, Station A, Toronto, Ontario, Canada, M5W 4H3	\$91.41
77	Traductions VB Inc.	39, rue des Russules, Orford, Quebec, Canada, J1X6N1	\$1,225.95
78	TruSource H2O Canada Inc.	3473, rue Thimens, Saint-Laurent, Quebec, Canada, H4R1V5	\$434.61
79	Viking Rideau Corporation	50 Rideau Street Suite 300, Ottawa, Ontario, Canada, K1N9J7	\$295,303.00
80	Ville de Montréal	800, boul. de Maisonneuve Est, 17e étage, Montréal, Quebec, Canada, H2L4L8	\$261.72
81	WE Charity	339 Queen St. E., Toronto, Ontario, Canada, M5A1S1	\$3,832.41

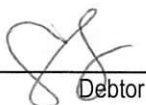
  
Debtor

25th day of November, 2020

Date

List "A"  
Unsecured Creditors  
Oink Oink Candy Inc.

No	Name of Creditor	Address	Amount of Claim
82	Webtmize	411-24. avenue Shamrock, Montréal, Quebec, Canada, H2S1A4	\$1,360.59
83	West Edmonton Mall Property Inc.	8882-170th Street, Suite 3000, Edmonton, Alberta, Canada, T5T4M2	\$25,182.48
84	Xerox Canada LTEE	CP 4539, Succursale A, Toronto, Ontario, Canada, M5W4P5	\$242.07
85	Yee An International Co., ltd	NO 218 Xin Yi Road, Lin Kou, New Taipei City, Taiwan, 2445	\$2,306.56
<b>Total:</b>			<b>\$15,399,152.99</b>

  
Debtor

25th day of November, 2020  
Date



**AVIS À TOUS LES CRÉANCIERS/NOTICE TO CREDITORS**  
**TENUE DE L'ASSEMBLÉE DES CRÉANCIERS PAR CONFÉRENCE TÉLÉPHONIQUE/**  
**MEETING OF CREDITORS BY CONFERENCE CALL**

\*\*\*\*\*NOTE IMPORTANTE\*\*\*\*\*

DANS LE CADRE DE LA PANDÉMIE DE COVID-19, LES PROFESSIONNELS DU DOMAINE DE L'INSOLVABILITÉ, EN COLLABORATION AVEC LE BUREAU DU SURINTENDANT DES FAILLITES, ONT DÉCIDÉ DE METTRE EN PLACE DES MESURES PRÉVENTIVES AFIN DE RÉDUIRE LES CONTACTS DIRECTS ENTRE PERSONNES. POUR SE CONFORMER À L'INSTRUCTION DU SURINTENDANT, LE PRÉSIDENT DE L'ASSEMBLÉE DES CRÉANCIERS VALIDERA L'IDENTITÉ DES CRÉANCIERS PARTICIPANTS. LES CRÉANCIERS DEVRONT S'ASSURER D'AVOIR TRANSMIS LEURS RÉCLAMATIONS AVANT L'OUVERTURE DE L'ASSEMBLÉE.

AINSI, VEUILLEZ PRENDRE NOTE QUE L'ASSEMBLÉE DES CRÉANCIERS SE TIENDRA PAR TÉLÉCONFÉRENCE LE 16 DÉCEMBRE 2020 À 10 H. SI VOUS DÉSIREZ RECEVOIR LES COORDONNÉES POUR ASSISTER À LADITE TÉLÉCONFÉRENCE, VEUILLEZ NOUS EN INFORMER, AVANT LE 15 DÉCEMBRE 2020 À 16 H, PAR COURRIEL AU [RECLAMATION-CLAIMS@RCGT.COM](mailto:RECLAMATION-CLAIMS@RCGT.COM).

SI VOUS AVEZ DES QUESTIONS OU PRÉOCCUPATIONS, N'HÉSITÉS PAS À COMMUNIQUER AVEC NOUS.

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

DUE TO THE COVID-19 PANDEMIC, INSOLVENCY PROFESSIONALS, IN ASSOCIATION WITH THE OFFICE OF THE SUPERINTENDENT OF BANKRUPTCIES, HAVE DECIDED TO IMPLEMENT PREVENTIVE MEASURES TO REDUCE DIRECT CONTACT BETWEEN INDIVIDUALS. IN ORDER TO COMPLY WITH THE SUPERINTENDENT'S INSTRUCTIONS, THE CHAIR OF THE MEETING OF CREDITORS WILL VALIDATE THE IDENTITY OF PARTICIPATING CREDITORS. CREDITORS MUST ENSURE THEY HAVE SUBMITTED THEIR CLAIMS BEFORE THE START OF THE MEETING.

THE MEETING OF CREDITORS WILL BE HELD BY CONFERENCE CALL ON DECEMBER 16, 2020 AT 10:00 A.M. IF YOU WISH TO ATTEND, PLEASE INFORM US, BEFORE 4:00 P.M. ON DECEMBER 15, 2020, BY EMAIL AT [RECLAMATION-CLAIMS@RCGT.COM](mailto:RECLAMATION-CLAIMS@RCGT.COM) TO RECEIVE THE CONTACT DETAILS TO JOIN THE CONFERENCE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, DO NOT HESITATE TO CONTACT US.

\*\*\*\*\*

Merci,  
Thank you,

RAYMOND CHABOT INC.  
Syndic autorisé en insolvabilité/Licensed Insolvency Trustee



**AVIS À TOUS LES CRÉANCIERS/NOTICE TO CREDITORS**  
**ENVOI DE PREUVE DE RÉCLAMATION/TRANSMISSION OF PROOF OF CLAIM**

Nous vous informons que nous avons restructuré le traitement de nos preuves de réclamation. Nous vous encourageons à nous transmettre votre preuve de réclamation **par courriel ou par télécopieur** à l'adresse ci-dessous.

Please be advised that we are restructuring the management of our proofs of claim. We strongly encourage you to send your proof of claim **by email or by fax** to the following address.

<b>Centrale/ Hub</b>	<b>Adresse/Address</b>	<b>No. de téléphone/ Phone no.</b>	<b>No. de télécopieur/ Fax no.</b>	<b>Adresse électronique/ Email</b>
<b>Commercial Montréal</b>	600, rue de la Gauchetière ouest, bureau 2000, Montréal, QC, H3B 4L8	514-879-1385	514-858-3303	reclamation-claims@rcgt.com

Merci,

Thank you,

**RAYMOND CHABOT INC.**

**Syndic autorisé en insolvabilité/Licensed Insolvency Trustee**





# Raymond Chabot inc.

Dossier n° : 1193965  
Entré le :  
Garanti :  
Privilégié :  
Ordinaire :

## PREUVE DE RÉCLAMATION

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

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

Numéro civique	Rue	
Ville	Province	Code postal

Dans l'affaire de la proposition de :

Oink Oink Candy Inc. (nom de la partie débitrice) de  
Mont-Royal QC (ville et province) et de la réclamation de \_\_\_\_\_, créancier.

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

- Je suis le créancier de la partie débitrice susnommée (ou je suis) \_\_\_\_\_ (précisez le poste ou la fonction) de \_\_\_\_\_ (nom du créancier ou de son représentant).
- Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.
- La partie débitrice était, à la date du dépôt de l'avis d'intention de faire une proposition, soit le 28 juillet 2020, endettée envers le créancier et l'est toujours, pour la somme de \_\_\_\_\_ \$, comme l'indique l'état de compte (ou l'affidavit) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle la partie débitrice a droit. **(L'ÉTAT DE COMPTE OU L'AFFIDAVIT ANNEXÉ DOIT FAIRE MENTION DES PIÈCES JUSTIFICATIVES OU DE TOUTE AUTRE PREUVE À L'APPUI DE LA RÉCLAMATION.)**
- (Cochez la catégorie qui s'applique et remplissez les parties requises.)**

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

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

- pour le montant de \_\_\_\_\_ \$, je ne revendique aucun droit à un rang prioritaire;
- pour le montant de \_\_\_\_\_ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi.  
(Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)

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

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

**C. RÉCLAMATION GARANTIE AU MONTANT DE \_\_\_\_\_ \$**

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

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

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

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

**E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE \_\_\_\_\_ \$**

J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi au montant de \_\_\_\_\_ \$.

J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi au montant de \_\_\_\_\_ \$.

**F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE \_\_\_\_\_ \$**

J'ai une réclamation en vertu du paragraphe 81.5 de la Loi au montant de \_\_\_\_\_ \$.

J'ai une réclamation en vertu du paragraphe 81.6 de la Loi au montant de \_\_\_\_\_ \$.

**G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE \_\_\_\_\_ \$**

*(À remplir lorsque la proposition vise une transaction quant à une réclamation contre les administrateurs.)*

J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après :

*(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)*

**H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE \_\_\_\_\_ \$**

J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après :

*(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)*

5. Autant que je sache, je suis lié *(ou le créancier susnommé est lié)* *(ou je ne suis pas lié ou le créancier susnommé n'est pas lié)* à la partie débitrice selon l'article 4 de la Loi et, j'ai *(ou le créancier susnommé a)* *(ou je n'ai pas ou le créancier susnommé n'a pas)* un lien de dépendance avec la partie débitrice.

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

7. ***(Applicable seulement dans le cas de la faillite d'une personne physique)***

Lorsque le syndic doit réexaminer la situation financière du failli pour déterminer si celui-ci est tenu de verser les paiements prévus à l'article 68 de la LFI, je demande que l'on m'avise, conformément au paragraphe 68(4) de la Loi, du nouveau montant que le failli est tenu de verser à l'actif de la faillite ou du fait que le failli n'a plus de revenu excédentaire.

Je demande qu'une copie du rapport dûment rempli par le syndic quant à la demande de libération du failli, en conformité avec le paragraphe 170(1) de la Loi, me soit expédiée à l'adresse susmentionnée.

Daté le \_\_\_\_\_, à \_\_\_\_\_

\_\_\_\_\_  
Témoïn

\_\_\_\_\_  
Créancier

Numéro de téléphone : \_\_\_\_\_

Numéro de télécopieur : \_\_\_\_\_

Adresse électronique : \_\_\_\_\_

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

Lorsqu'une copie du présent formulaire est envoyée par voie électronique, par des moyens tels que le courriel, le nom et les coordonnées de l'expéditeur, comme indiqués sur le Formulaire 1.1, doivent figurer à la fin du document.

**AVERTISSEMENTS :** Le syndic peut, en vertu du paragraphe 128(3) de la Loi, racheter une garantie sur paiement au créancier garanti de la créance ou de la valeur de la garantie telle qu'elle a été fixée par le créancier garanti dans la preuve de garantie. Le paragraphe 201(1) de la Loi prévoit l'imposition de peines sévères en cas de présentation de réclamations, de preuves, de déclarations ou d'états de compte qui sont faux.



# Raymond Chabot inc.

Office no: 1193965  
Entered :  
Secured:  
Preferred:  
Ordinary:

## PROOF OF CLAIM

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

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

Civic number	Street	
City	Province	Postal code

In the matter of the proposal of:

Oink Oink Candy Inc. *(Name of debtor party)* of  
 Mont-Royal QC *(city and province)* and the claim of \_\_\_\_\_, creditor.

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

- That I am a creditor of the above-named debtor party (or that I am) \_\_\_\_\_ *(state position or title)* of \_\_\_\_\_ *(name of creditor or representative of the creditor)*.
- That I have knowledge of all of the circumstances connected with the claim referred to below.
- That the debtor party was, at the date of the notice of intention to file a proposal namely the July 28, 2020 and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor party is entitled. ***(THE ATTACHED STATEMENT OF ACCOUNT, OR AFFIDAVIT MUST SPECIFY THE VOUCHERS OR OTHER EVIDENCE IN SUPPORT OF THE CLAIM.)***
- (Check and complete appropriate category.)***

- A. UNSECURED CLAIM OF \$ \_\_\_\_\_**  
*(other than as a customer contemplated by Section 262 of the Act)*

That in respect of this debt, I do not hold any assets of the debtor party as security and  
*(Check appropriate description.)*

- Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
 Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.  
*(Set out on an attached sheet details to support priority claim.)*

- B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_**

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

**C. SECURED CLAIM OF \$ \_\_\_\_\_**

That in respect of this debt, I hold assets of the debtor party valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

**D. CLAIM BY FARMER, FISHERMAN OF AQUACULTURIST OF \$ \_\_\_\_\_**

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_.

*(Attach a copy of sales agreement and delivery receipts.)*

**E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_**

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_ .

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_ .

**F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_**

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_ .

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_ .

**G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_**

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Gives full particulars of the claim, including the calculations upon which the claim is based.)*

**H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_**

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows :

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

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

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

7. ***(Applicable only in the case of the bankruptcy of an individual.)***

Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

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

If a copy of this form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

**WARNINGS:** A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

## FORMULE DE PROCURATION GÉNÉRALE

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

DANS L'AFFAIRE DE LA PROPOSITION DE :

Oink Oink Candy Inc. (Nom de la partie débitrice)

Je, \_\_\_\_\_, de \_\_\_\_\_  
Nom du créancier Nom de la ville

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

Daté le \_\_\_\_\_, à \_\_\_\_\_

\_\_\_\_\_  
Témoin Créancier

\_\_\_\_\_  
Nom du créancier qui est une personne morale

\_\_\_\_\_  
Témoin Par \_\_\_\_\_  
Nom et titre du signataire autorisé

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## GENERAL PROXY

*(Paragraphs 51(1) (e) and 66.15(3) (b) and subsection 102(2) of the Act)*

IN THE MATTER OF THE PROPOSAL OF:

Oink Oink Candy Inc. (Name of debtor party)

I, \_\_\_\_\_, of \_\_\_\_\_  
Name of creditor Name of town or city

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Witness Individual creditor

\_\_\_\_\_  
Name of corporate creditor

\_\_\_\_\_  
Witness Per \_\_\_\_\_  
Name and title of signing officer

**FORMULE DE VOTATION**

(alinéas 51(1)f) de la Loi

**DANS L'AFFAIRE DE LA PROPOSITION DE : OINK OINK CANDY INC.**

Je (*ou* Nous), \_\_\_\_\_ (*nom du créancier*), de \_\_\_\_\_ (*nom de la ville ou village*), créancier dans l'affaire susmentionnée à l'égard de la somme de \_\_\_\_\_ \$ demande au syndic agissant relativement à la proposition de Oink Oink Candy Inc., personne insolvable, de consigner mon (*ou* notre) vote \_\_\_\_\_ (**en faveur de** *ou* **contre**) l'acceptation de la proposition, faite le 25 novembre 2020.

Fait à \_\_\_\_\_, le \_\_\_\_\_ de \_\_\_\_\_.

\_\_\_\_\_  
Témoin\_\_\_\_\_  
Créancier individuel\_\_\_\_\_  
Nom du créancier qui est une personne morale

Par : \_\_\_\_\_

\_\_\_\_\_  
Témoin\_\_\_\_\_  
Nom et titre du signataire autorisé**VOTING LETTER**

(paragraphs 51(1)f) of the Act

**IN THE MATTER OF THE PROPOSAL OF: OINK OINK CANDY INC.**

I (*or* We), \_\_\_\_\_ (*name of creditor*), of \_\_\_\_\_ (*name of city, town or village*), a creditor in the above matter for the sum of \$ \_\_\_\_\_ hereby request the trustee acting with respect to the proposal of Oink Oink Candy Inc., an insolvent person, to record my (*or* our) vote \_\_\_\_\_ (**for** *or* **against**) the acceptance of the proposal, made on the November 25, 2020.

Dated at \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Witness\_\_\_\_\_  
Individual Creditor\_\_\_\_\_  
Name of Corporate Creditor

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness\_\_\_\_\_  
Name and Title of Signing Officer



# Raymond Chabot Inc.

An affiliate of  
Raymond Chabot Grant Thornton  
LLP  
Erreur ! Aucune variable de document  
fournie.

CANADA  
DISTRICT OF QUEBEC  
DIVISION NO.: 01-MONTREAL  
COURT NO. : 500-11-058547-205  
FILE NO. : 41-2660818  
OFFICE NO. : 1193965

SUPERIOR COURT  
"Commercial Division"

IN THE MATTER OF THE PROPOSAL OF:

**OINK OINK CANDY INC.**

The Debtor

-and-

**RAYMOND CHABOT INC., (SR0163)**

Jean Gagnon, CPA, CA, CIRP, SAI,  
Trustee in charge

Licensed Insolvency Trustee

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**REPORT OF THE TRUSTEE IN CHARGE ON THE  
STATEMENT OF THE PROPOSER'S BUSINESS AND FINANCIAL AFFAIRS**  
(Subsections 50(10) and 50(5) of the *Bankruptcy and Insolvency Act*)

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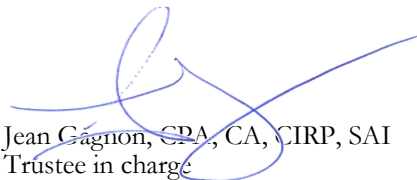
## PREAMBLE

The *Bankruptcy and Insolvency Act* orders the Trustee to monitor the business and financial affairs of the Debtor, from the filing of the Proposal until the Proposal is approved by the court. The Trustee is also required to make an appraisal and investigation of the affairs and property of the Debtor so as to enable the Trustee to estimate with reasonable accuracy the financial situation of the Debtor and the cause of the Debtor's financial difficulties and report the result thereof to the creditors.

Accordingly, please read this report, which deals with the statement of the Debtor's business and financial affairs and summarizes the Proposal to the creditors.

Signed in Montreal on December 2<sup>nd</sup>, 2020.

RAYMOND CHABOT INC.  
Licensed Insolvency Trustee



Jean Gagnon, CPA, CA, CIRP, SAI  
Trustee in charge



## **1. INTRODUCTION**

This report is part of the restructuring process for Oink Oink Candy inc. (hereinafter “Squish” or the “Debtor”), as described in further detail below.

More specifically, this report includes the following sections:

- Background and causes of difficulties (Section 2);
- Financial Situation (Section 3);
- Prior Business Relationship with the Debtor (Section 4);
- Proposal Summary (Section 5);
- Creditors’ Claims (Section 6);
- Estimated Dividend in the Proposal Context (Section 7);
- Identification and Valuation of Assets in a Bankruptcy Context (Section 8);
- Conduct of the Proposer (Section 9);
- Conclusion and recommendation (Section 10);
- Instructions for Voting on the Proposal (Section 11).

## **2. BACKGROUND AND CAUSES OF THE DIFFICULTIES**

### **2.1 Context**

Oink Oink Candy Inc., which operates its business under the “Squish” brand, was founded in 2013 by Ms. Sarah Segal, its current president and sole director. The Debtor is a privately held corporation constituted on April 29, 2013 under the *Canada Business Corporations Act*.

Squish describes itself as being the first artisanal, high quality candy store. It targets mostly the gifting market. Prior to the Covid-19 crisis, it operated 17 stores and kiosks throughout Canada, in addition to its wholesale and online sales. It employed approximately 287 employees in its stores, warehouse, packaging facility as well as its head office, which is located at 5430 Ferrier Street, in the Town of Mount Royal.

### **2.2 Cause of Financial Difficulties**

The Debtor has recorded significant losses since its inception. Management explains that the financial difficulties are mainly attributable to:

- Store performance, which has been below expectations;
- The increase in the minimum wage across several jurisdictions where the Debtor operates, which has affected the cost of in-store labour, one of its most significant expenses;
- The shift in consumer habits, particularly away from traditional shopping centers towards online purchases, which has affected the Debtor’s retail business;
- The relatively low focus on the development of online sales, following the aforementioned shift in consumer habits; and
- The high cost of rent for stores.

The COVID-19 pandemic and closure of all the Squish stores have had a further significant and detrimental impact on the Debtor's business and revenues since March 2020.

During the last few weeks prior to the filing of the Notice of Intention to make a proposal (hereinafter "NOI"), the Debtor has tried to negotiate with some landlords in order to modify the rents payable during the COVID-19 crisis. These negotiations did not make it possible to obtain rents which would ensure the profitability of the company during the crisis.

In this context, Management decided to implement a formal Restructuring Plan. On July 28, 2020, Squish filed an NOI with its creditors.

### **2.3 Restructuring Process**

Like most retailers across Canada and around the world, in March 2020 Squish was forced to temporarily lay off all of its store employees, as well as a significant number of the employees working at its head office and packaging facility.

Indeed, (a) the lack of significant reductions in rent payments Squish obtained as a result of its negotiations, coupled with (b) the uncertainty around customer traffic in the malls caused by the COVID-19 crisis and the inability to allow for the tasting of products before sale, made it difficult for Squish to keep its stores open, and retain most of its employees, without incurring significant losses.

Termination notices for commercial leases were sent to 13 landlords pursuant to section 65.2 of the *Bankruptcy and Insolvency Act* (hereinafter "BIA"). In addition, between March 15, 2020 and the date of the NOI, three leases had expired and were not renewed.

Termination notices were also sent for a certain number of agreements pursuant to section 65.11 BIA.

The Debtor undertook considerable efforts, vacating substantially all the stores by removing its inventory and bringing it back to its warehouse.

A total of 266 employees were terminated as a result of the crisis and the closure of the stores.

In addition, the trustee to the NOI filed a motion for the issuance of a receivership to trigger the Wage Earner Protection Program Act to the benefit of the terminated employees. A Court order was issued in this regard.

## **3. FINANCIAL SITUATION**

We have analyzed the financial statements of the Debtor for the years ended January 31, 2018, 2019 and 2020.

Our analysis essentially consisted of discussion related to information supplied by management. This work does not constitute an audit or review of the financial statements in accordance with generally accepted auditing standards established by CPA Canada. No audit work has been carried out by us and, consequently, we do not express an opinion on these financial statements.

The following table shows Squish's statement of earnings:

(unaudited, in 000s of \$)	2018	2019	2020
<b>Sales</b>	8 990	11 991	14 371
<b>Cost of Sales</b>	3 723	4 631	4 366
<b>Gross Profit</b>	5 267	7 360	10 005
	58,6%	61,4%	69,6%
<b>Expenses</b>			
Selling	441	1 244	1 379
General and administrative	6 490	7 883	9 440
Financial	143	196	268
<b>Profit (loss)</b>	<b>(1 807)</b>	<b>(1 963)</b>	<b>(1 081)</b>

- Although the sales and gross margin have continued to increase, the gross profit remained insufficient to support operating and financial expenses;
- Selling expenses mainly include delivery, distribution and marketing expenses;
- General and administrative expenses include, among others, office salaries, rents and insurance;
- Financial expenses mainly include credit card charges and interest;
- Despite an increase in its revenues, the Company has been incurring significant losses since its inception, which, among other things, has put pressure on its cash flow. The liquidity issues have, thus far, been managed through cash injections by related entities and individuals.

The following table presents Squish's balance sheet as at January 31, 2018, 2019, and 2020:

(unaudited, in 000s of \$)	2018	2019	2020
<b>Assets</b>			
Cash	1 513	591	1 187
Accounts Receivable	-	5	0
Inventory	1 103	840	2 058
Other receivables, prepaid expenses & deposits	-	4	45
Prepaid expenses and deposits	4	-	-
	2 620	1 440	3 291
Property, Plant and Equipment	1 445	1 212	1 066
Shareholder loans	-	10	499
	<b>4 065</b>	<b>2 662</b>	<b>4 856</b>
<b>Liabilities</b>			
Accounts payable and accrued liabilities	557	866	1 498
Sales tax payable	284	(68)	(115)
Payroll dues	149	249	300
Customer deposits	55	197	384
Due to shareholder	(0)	(0)	(0)
	1 046	1 243	2 068
Loans payable	9 127	9 502	11 952
	<b>10 173</b>	<b>10 745</b>	<b>14 020</b>
<b>Shareholder's equity</b>			
Capital stock	0	(12)	(12)
Deficit	(6 109)	(8 071)	(9 153)
	(6 108)	(8 083)	(9 164)
	<b>4 065</b>	<b>2 662</b>	<b>4 856</b>

- The accounts payable consist primarily of amounts owed to candy and packaging suppliers;

- Property and equipment primarily consist of leasehold improvements for the now vacated stores, as well as equipment and computers;
- Despite significant advances from related parties, the recurring losses have considerably weakened the Debtor's balance sheet as shown by its negative equity, as well as the increasing level of indebtedness reaching approximately \$14 million as at January 31, 2020.

#### **4. PRIOR BUSINESS RELATIONSHIP WITH THE DEBTOR**

Prior to initiating these proceedings, Raymond Chabot Grant Thornton LLP, a firm related to Raymond Chabot Inc., assisted management in analyzing the Debtor's financial situation.

#### **5. PROPOSAL SUMMARY**

The Proposal is summarized below.

In the event of any discrepancy, the complete text shall prevail over this summary.

##### **Secured Claims**

The Proposal provides for payment of the secured creditors in accordance with current contracts or agreements reached or to be reached with each party or according to the law.

##### **Employee Claims**

The Proposal provides for payment of amounts due to employees still employed by the Debtor in the normal course of business.

##### **Former Employees' Claims**

Former employees having an unpaid balance for their former employee claim will be able to file an application with Service Canada to receive financial compensation under the Wage Earner Protection Program.

##### **Fees and Costs of the Proposal**

The fees and costs of the Proposal incurred after the filing of the Proposal shall be paid over and above the amount offered for distribution.

##### **Other Claims**

The Proposer shall pay to the Trustee, within 60 days following the final and binding order to be issued by the Court approving the present Proposal, a lump sum of \$350,000 as payment of:

- Crown Claims, which should be nil;
- Preferred claims, which should be nil;
- Unsecured claims, on a pro-rata basis.

**Unaffected Creditors**

Subject to issuance of the approval order, and for the purposes of this Proposal, the claims of Rainy Day Investments Ltd. and Mr. Herschel Segal shall not be affected by this Proposal and shall not be entitled to any distribution whatsoever out of the amounts offered for distribution.

**6. CREDITORS' CLAIMS**

The list of creditors declared by the Debtor's management is summarized below. To date, the Trustee has not received any proofs of claims to validate the information provided.

(In dollars, unaudited)		\$
Crown claims		-
Secured claims		-
<b>Unsecured creditors</b>		
Landlord claims	2 562 361	
Other unsecured creditors	618 890	
Former employees	431 699	
	3 612 950	
Related creditors		11 850 138
		<b>15 463 088</b>

**7. ESTIMATED DIVIDEND IN THE PROPOSAL CONTEXT**

According to the information contained in the Debtor's statement of affairs, the estimated dividend payable to unsecured creditors following the Proposal acceptance would be as follows:

**Estimated Dividend**

Lump sum	350 000
Less :	
Crown claims	-
Fees and disbursements of the Trustee	Excluded
Preferred claims	-
<b>Amount available for distribution to unsecured creditors</b>	<b>350 000</b>
Estimated amount of unsecured claims affected by the proposal	3 612 950
<b>Estimated dividend</b>	<b>9,7%</b>

## 8. IDENTIFICATION AND VALUATION OF ASSETS IN A BANKRUPTCY CONTEXT

We have reproduced below the Debtor's unaudited estimated balance sheet as at November 19, 2020, prepared by management. The estimated realizable value of the assets, according to criteria based on experience, would be as follows:

(In dollars)	Book value	Estimated realization (in %)	Estimated realization value (in \$)
Cash	1 100 000	100%	1 100 000
Accounts receivable	324 176	50%	162 088
Inventories	1 502 362	10%	150 236
Fixed assets			
Equipment & Furniture	92 484	10%	9 248
Computer Equipment	21 924	10%	2 192
Web Development	5 833	0%	-
Software	42 804	0%	-
Leasehold Improvements	879 753	0%	-
Other assets	90 883	0%	-
<b>Liquidated value before prior-ranking claims and fees</b>	<b>4 060 219</b>		<b>1 423 765</b>
Prior-ranking claims - Current employees (\$2,000 per employee - estimated)			(94 000)
Liquidation fees (estimated)			(100 000)
<b>Net estimated liquidation value</b>			<b>1 229 765</b>
Preferred creditors (estimated)			(61 104)
<b>Surplus available for preferred and unsecured creditors</b>			<b>1 290 869</b>
<b>Creditors affected by the proposal</b>			
Landlord claims			2 562 361
Other unsecured creditors			618 890
Former employees			431 699
			3 612 950
<b>Plus : Creditors affected by a bankruptcy</b>			
Unaffected creditors			11 850 138
Landlord claims (estimated)			244 416
Current trade creditors (estimated)			89 000
Current employees (estimated)			325 362
			12 508 916
<b>Total creditors affected by a bankruptcy</b>			<b>16 121 866</b>
<b>Estimated distribution (in %) in a bankruptcy context</b>			<b>8,0%</b>

- Liabilities in a bankruptcy context include unsecured creditors plus creditors unaffected by the Proposal and additional liabilities resulting from a bankruptcy, i.e. more specifically:
  - Termination notice for current employees estimated at \$325,000;
  - Additional claims for leases that would be terminated in a bankruptcy context, which are estimated at \$244,000;
  - Current trade creditors;
- In the context of a bankruptcy, the estimated distribution to the unsecured creditors would be approximately 8%.

## 9. CONDUCT OF THE PROPOSER

### 9.1 Accounting Investigation

The examination of preferences and transfers at undervalue is still in progress. However, as of the date of this report, nothing indicates that there will be any disputed transaction. A verbal conclusion following the examination will be presented at the first creditors' meeting.

### 9.2 Statement of Projected Changes in Cash and Monitoring of Operations

Since the filing of the notice of intention, the Trustee exercised its power to monitor the Proposer's business and financial affairs in accordance with Subsection 50.4(7) of the *Bankruptcy and Insolvency Act* and obtained all the necessary cooperation.

The changes in cash for the period from July 28, 2020 to November 15, 2020 are summarized as follows:

- **Sales** were better than anticipated. They now consist solely of online sales;
- **The other revenues** were relatively in line with the projections;
- **Purchases** have been limited to a maximum in order to maintain the cash reserve;
- **Distribution and delivery, salaries and SG&A:** Additional cost cutting measures and a conservative approach to the expenses have led to savings in distribution and delivery, salary and SG&A expenses. Also, the actual vacations owed and payroll taxes were lower than estimated for terminated employees;
- **Professional fees:** The disbursements related to professional fees were lower than anticipated during the period, but the cashflow does not reflect work performed by the professionals yet to be billed;
- **Sales tax:** Considering the higher sales and lower expenses than anticipated, the Debtor had to remit some sales tax during the period rather than benefiting from sales tax reimbursements.

## 10. CONCLUSION AND RECOMMENDATIONS

Considering that:

- The Debtor will maintain more than 45 jobs;
- The sum of \$350,000 shall be paid promptly to the Trustee, i.e. within 60 days following approval of the Proposal by the Court;
- The creditors will receive a higher dividend in the context of the Proposal than they would in a bankruptcy situation;
- Former employees having an unpaid balance for their former employee claim will be able to file, where appropriate, an application with Service Canada to receive financial compensation under the Wage Earner Protection Program.

**We consider that the Proposal is advantageous to all creditors and therefore recommend its acceptance.**



## 11. INSTRUCTIONS FOR VOTING ON PROPOSAL

You will find enclosed a proof of claim and voting letter. All creditors are required to complete the proof of claim and attach a statement of account or copy of their invoices. Creditors who are unable to attend or arrange representation for the meeting to be held at 10:00 a.m. on December 16, 2020 (Montreal time) may also complete and mail in the attached voting letter, indicating whether they are voting for or against accepting the Proposal.

We remind creditors that, in order to vote on the Proposal, they must submit their proof of claim form to the Trustee before the start of the December 16, 2020 meeting. The Proposal must be approved by a majority in number and by a majority of two-thirds (2/3), in value, of the claims for each class of creditors that vote by proxy at the meeting, by email at [reclamation-claims@rcgt.com](mailto:reclamation-claims@rcgt.com), by fax at 514 858-3303 or by mail.