

SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-064747-245

DATE: October 7, 2024

PRESIDING: ME VINCENT-MICHEL AUBÉ, REGISTRAR

(JA0858)

IN THE MATTER OF THE RECEIVERSHIP OF:

MAÏS SOUFLÉ BAD MONKEY INC. / BAD MONKEY POPCORN INC.

Debtor

-and-

THE TORONTO-DOMINION BANK

Petitioner

-and-

RICHTER INC.

Receiver

ORDER APPOINTING A RECEIVER

(Section 243 of the *Bankruptcy and Insolvency Act*)

-
- [1] **ON READING** the Petitioner's Motion for the Appointment of a Receiver (the "**Motion**") pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion and the absence of opposition;

500-00-010142-247

- [3] **SEEING** the submissions of the Petitioner's attorneys and the proof of service of the 20-days prior notice and the attempt of service report (Exhibit R-19, *en liasse*) reporting that some equipments may be moved illegally;
- [4] **SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA and the prior notice pursuant to article 2757 and article 2767 of the *Civil Code of Quebec*;
- [5] **SEEING** that the Debtor has signed a *Consent to an earlier enforcement of the security* (Exhibit R-17);
- [6] **SEEING** that the Court is exceptionally satisfied that the forced surrender should be ordered before the statutory 20-day period expires as there is reason to fear that the recovery of the Petitioner's claim may be endangered or the Debtor's Property (as defined herein) may decline or depreciate rapidly;
- [7] **SEEING** that it is appropriate to appoint a receiver to the Property of the Debtor;

WHEREFORE THE COURT:

- [8] **GRANTS** the Motion;

SERVICE

- [9] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof;

APPOINTMENT

- [10] **APPOINTS** Richter Inc. (Olivier Benchaya, CPA, CIRP, LIT) to act as receiver (the "**Receiver**") to the Property of Maïs Soufflé Bad Monkey Inc. / Bad Monkey Popcorn Inc. (the "**Debtor**"), which Property is more fully described in **Annex "A"** attached hereto, until one of the following events comes to pass:
- (a) the sale of all the Property;
 - (b) production of the Receiver's final report and statement of account; or
 - (c) the issuance of any order by the Court terminating the mandate of the Receiver;
- [11] **DECLARES** that the order (the "**Order**") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "**CCAA**") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

[12] AUTHORIZES the Receiver to exercise the following powers:

12.1 Powers related to the possession of the Property

- (a) all the powers necessary to take possession of the Property, wherever it is located, and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property.

12.2 Powers related to the preservation of the Property

- (a) all the powers necessary for the preservation and for the protection of the Property;
- (b) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (c) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks granting access to such premises and places of business of the Debtor;
- (d) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "Records"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (e) all the powers necessary to undertake an analysis of the Debtor's Records;

12.3 Powers related to the Debtor's operations

- (a) carry on, all or any part of the Debtor's operations;
- (b) all the powers necessary to control the Debtor's receipts and disbursements;
- (c) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (d) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;

- (e) all powers necessary to, on behalf of the Debtor and subject to a forty-eight (48) hours prior notice to the Debtor, file a notice of intention to make a proposal or to make an assignment of property under the BIA and to act as trustee for any such notice of intention or assignment, in the event that, in the opinion of the Receiver, the circumstances so justify;

12.4 Powers related to the disposition or sale of the Property

- (a) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;
- (b) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;

[13] ORDERS the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;

[14] GRANTS the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;

[15] AUTHORIZES the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;

[16] DECLARES that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

[17] ORDERS the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

[18] ORDERS the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;

- [19] **ORDERS** the Debtor 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 or with the authorization of the Receiver;

NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY

- [20] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;
- [21] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;
- [22] **ORDERS** and **DECLARES** that the lease termination process initiated by Gestion Immobilière Teracon Inc. is stayed and not opposable to the Debtor and the Receiver;

CONTINUATION OF SERVICES

- [23] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

EMPLOYEES

- [24] **AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the *BIA* other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*;

PROTECTION OF PERSONAL INFORMATION

[25] **DECLARES** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver.;

LIMITATION OF LIABILITY

[26] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph [12] of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, 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*;

[27] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;

[28] **DECLARES** that section 215 of the *BIA* applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEEES

[29] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$75,000.00 (the "**Administration Charge**");

[30] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;

[31] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "**Effective Time**"), all the Debtor's Property present and future;

- [32] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *BIA* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;
- [33] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *BIA*, if applicable;

GENERAL

- [34] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;
- [35] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [36] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;
- [37] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;
- [38] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the *BIA*, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of

appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;

- [39] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [40] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [41] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body in Canada, for orders which aid and complement the Order and any subsequent orders of this Court and for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [42] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [43] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;


Me **VINCENT-MICHEL AUBÉ**, Registrar

JA0858

Following : **ANNEX "A"** on next four pages (pp. 9-12) of the current Order.

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR


Personne désignée par le greffier

JA0858

M^e VINCENT-MICHEL AUBÉ
Registraire

ANNEX "A"

DESCRIPTION OF THE DEBTOR'S PROPERTY19-0979986-0001

L'UNIVERSALITE DES BIENS EN STOCKS, PRESENTS ET A VENIR; TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OUL'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DES CREANCES, COMPTES DEBITEUR, COMPTES CLIENT ET AUTRES BIENS MEUBLES Y RELIES, PRESENTS ET A VENIR; TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DES VALEURS MOBILIERES ET DES ACTIFS FINANCIERS, PRESENTS ET A VENIR; TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DE L'EQUIPEMENT ET DES VEHICULES ROUTIERS, PRESENTS ET A VENIR; TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DES MARQUES DE COMMERCE ET DROITS DE PROPRIETE INTELLECTUELLE, PRESENTS ET A VENIR; TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES

SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DES AMELIORATIONS LOCATIVES, PRESENTS ET A VENIR. TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE.

L'UNIVERSALITE DE TOUS LES BIENS MEUBLES, CORPORELS OU INCORPORELS, PRESENTS ET A VENIR, UTILISES DANS LE CADRE DE OU RELIES A L'EXPLOITATION DE L'IMMEUBLE SITUE AU 3660 boul. Poirier, Montréal (Québec) H4R2J5.

TOUS LES FRUITS ET REVENUS, PRESENTS ET A VENIR, DES BIENS GREVES CI-DESSUS ET LES EFFETS DE COMMERCE, TRAITES, VALEURS MOBILIERES, LES SOMMES D'ARGENT, INDEMNITES D'EXPROPRIATION REMIS OU PAYES SUITE A UNE VENTE, UN RACHAT, UNE DISTRIBUTION OU UNE AUTRE OPERATION RELATIFS A L'UN OU L'AUTRE DES BIENS QUI SONT GREVES AU PROFIT DU CREANCIER EN VERTU DES PRESENTES OU QUI L'ONT ETE EN VERTU DE TOUT AUTRE ACTE

20-1114167-0001

1. The universality of all of the Grantor's present and future movable property, rights and assets, corporeal and incorporeal, now owned or hereafter acquired by the Grantor (hereinafter collectively called the "Hypothecated Property"), including, without limitation, the following:

1.1. all inventory of every nature and kind of the Grantor whether in possession of the Grantor, in transit or held on its behalf, including all raw materials, work in process, finished goods, packaging materials and other materials used or consumed in carrying on the Grantor's business, and all bills of lading and other documents of title respecting such inventory (the "Inventory");

1.2. all accounts receivable and other claims and payment intangibles of every nature and kind of the Grantor, including Monetary Claims, and all of the Grantor's rights under contracts with third parties and rights of action against third parties, together with all hypothecs, suretyships, security and other accessories (the "Claims"; and individually a "Claim");

1.3. all equipment and goods of the Grantor that does not constitute Inventory, including all machinery, tools, furniture, rolling stock and vehicles of the Grantor (the "Equipment");

1.4. all shares, units or other ownership interests of the Grantor in any person and all warrants, bonds, debentures and other obligations of the Grantor considered or acknowledged as securities, as well as all assets defined as "securities", "financial assets" or "security entitlements" in An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Quebec) (the "STA") or in any similar legislation under Applicable Laws of any other relevant jurisdiction (the "Securities");

1.5. all the intellectual property of every nature of the Grantor, including all registered and unregistered copyrights, trademarks and trade names, all patents and industrial designs, all applications and rights of the Grantor relating to the intellectual property and all know how, trade secrets and inventions of the Grantor (the "Intellectual Property"); and

1.6. all the other movable property of the Grantor including its rights, privileges and benefits under all permits, licences, grants, quotas and subsidies necessary or useful for the conduct of the Grantor's businesses, and all the goodwill associated with the Grantor's businesses.

2. The Hypothecated Property includes, without limiting the charges arising by the mere operation of law:

2.1. the product of any sale, lease, rental or other disposition of any Hypothecated Property, as well as any Claim resulting from such operations;

2.2. the proceeds, fruits and revenues of the Hypothecated Property, including all insurance or expropriation indemnities payable with respect to such property;

2.3. all titles, documents, registers, invoices and accounts evidencing the Hypothecated Property or relating thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;

2.4. in the case of Claims, those resulting from insurance contracts on the Grantor's other property;

2.5. in the case of Securities, all the substitutions and additions and all other property received or issued on account of any Securities; and

2.6. the property (including money and non cash proceeds) that replaces that which is already charged by the Hypothec, to the extent the former is not otherwise hypothecated pursuant to the Agreement or by operation of law.

DEFINITIONS:

Capitalized terms not otherwise defined herein have the meaning given to them in the Credit Agreement.

"Agreement" means the Movable Hypothec referred to herein in the section entitled "Référence à l'acte constitutif".

"Credit Agreement" means the credit agreement to be entered into on or about the date of the Agreement between the Holder, as lender, and the Grantor, as borrower (the said credit agreement as it may be amended, modified, supplemented, restated, extended, replaced or otherwise modified from time to time).

"Grantor" means Mais Soufflé Bad Monkey inc. / Bad Monkey Popcorn Inc., formerly designated 9426-9834 Québec Inc.

"Holder" means The Toronto-Dominion Bank.

"Hypothec" means the hypothec granted pursuant to the Agreement.

"Monetary Claims" shall mean all claims held by the Grantor, present or future, that constitute monetary claims within the meaning of Article 2713.1 of the Civil Code of Québec, including, without limitation, the present and future credit balance of all present and future financial accounts held or to be held by the Grantor with financial account maintainers.

(the "Property")

SUPERIOR COURT
(Commercial Division)
(Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3)
DISTRICT OF MONTRÉAL
No.: **500-11-064747-245**

IN THE MATTER OF THE RECEIVERSHIP OF:

**MAÏS SOUFLÉ BAD MONKEY INC. / BAD
MONKEY POPCORN INC.**

Debtor / Respondent

-and-

THE TORONTO DOMINION BANK

Petitioner

-and-

RICHTER INC.

Proposed Receiver

ORDER APPOINTING A RECEIVER

ORIGINAL

BLG
Borden Ladner Gervais
B.M. 2545

1000, De La Gauchetière Street West
Suite 900
Montréal, QC, Canada H3B 5H4
Tel.: 514.879.1212
Fax: 514.954.1905
idesharnais@blg.com
dpomerleau@blg.com

Mre. Isabelle Desharnais
Mtre. Daphné Pomerleau-Normandin
File: 245603-000138