

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
(Commercial Division)

File: 500-11-053313-173

Montreal, November 6, 2017

Present: THE HONOURABLE JUSTICE LOUIS J.  
GOUIN, J.S.C.

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS  
AMENDED:

JAVA-U GROUP INC.

JAVA-U FOOD SERVICES INC.

CAFÉ JAVA-U INC.

JAVA-U RTA INC.

Applicants

-and-

RAYMOND CHABOT INC.

Monitor

ORDER

**ON READING** the Applicants' *Application for the Issuance of an Order Extending the Stay of Proceedings and Amending the Initial Order* (the "**Application**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (as amended the "**CCAA**"), the affidavit of Lou Varoutsos and the report of Raymond Chabot Inc. filed in support thereof, and relying upon the submissions of counsel and being advised that the interested parties, including secured creditors who are likely to be affected by the charges created herein were given prior notice of the presentation of the Application;

**GIVEN** the Initial Order rendered by this Court on October 6, 2017 (the "**Initial Order**");

**GIVEN** the provisions of the CCAA;

**WHEREFORE, THE COURT:**

1. **GRANTS** the Application;
2. **DECLARES** that the notices given for the presentation of the Application are proper and sufficient;


3. **EXTENDS** the Stay Period (as defined in the Application) until December 22, 2017;
4. **AMENDS** paragraphs 20 and 23 of the Initial Order as follows:

*20. ORDERS that Applicants be and are hereby authorized to borrow, repay and reborrow from 3070352 Canada Inc. (the "Interim Lender") such amounts from time to time as the Applicants may consider necessary or desirable, up to a maximum principal amount of \$400,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet filed as Exhibit R-12 to the Application (the "Interim Financing Term Sheet") and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of the Applicants and to pay such other amounts as are permitted by the terms of the Order and the Interim Financing Documents (as defined hereinafter) (the "Interim Facility");*

*23. DECLARES that all of the Property of Applicants is hereby subject to a charge and security for an aggregate amount of \$480,000 (such charge and security is referred to herein as the "Interim Lender Charge") in favour of the Interim Lender as security for all obligations of the Applicants to the Interim Lender with respect to all amounts owing (including principal, interest and the Interim Lender Expenses) under or in connection with the Interim Financing Term Sheet and the Interim Financing Documents. The Interim Lender Charge shall have the priority established by paragraphs 43 and 44 of this Order;*

5. **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.
6. **WITHOUT COSTS.**

Montreal, November 6, 2017

  
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**LOUIS J. GOUIN, J.S.C.**