

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

SKYMARK FINANCE CORPORATION

Applicant

- and -

**MAHAL VENTURE CAPITAL INC. and GOLDEN MILES FOOD
CORPORATION**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

**APPLICATION RECORD
(Returnable July 7, 2021)**

June 29, 2021

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TO: SERVICE LIST

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Counsel for Vicano Construction Limited

DEPARTMENT OF JUSTICE CANADA

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Lawyers for Canada Revenue Agency

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS
REPRESENTED BY THE MINISTER OF FINANCE**

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:



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- and -

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NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on July 7, 2021 at 12:30 p.m.:

- In person
- By telephone conference
- By video conference

at the following location:

Zoom details:

<https://us02web.zoom.us/j/89941968637?pwd=aDk0NjhxeMZOZS291ZkI4WWWh1SVgrZz09-> Meeting ID: 899 4196 8637 - Passcode: 607856

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules*

of Civil Procedure, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date 29 June 2021

Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G 1R7

TO: **MAHAL VENTURE CAPITAL INC.**
6845 Second Line West
Mississauga ON L5W 1M8

GOLDEN MILES FOOD CORPORATION
800 Swinbourne Drive
Mississauga ON L5V 1J6

APPLICATION

1. The Applicant, Skymark Finance Corporation (“**Skymark**”), makes an application for:
 - (a) an order, if necessary, validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (b) an order appointing KSV Restructuring Inc. (“**KSV**”) as receiver (“**Receiver**”) of the property, assets and undertakings of Mahal Venture Capital Inc. (“**Mahal**”) and Golden Miles Food Corporation (“**Golden Miles**”, collectively with Mahal, the (“**Debtors**”) pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
 - (c) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:

The Parties

- (a) Skymark is an Ontario corporation and is in the business of providing commercial and consumer financing.
- (b) The Debtors are related companies. Mahal is the registered owner of the land and building municipally known as 155 Adams Blvd., Brantford, Ontario (the “**Real Property**”). Jesse Mahal (“**Jesse**”) is the sole officer and director of Mahal.

- (c) Golden Miles operates out of the Real Property. The sole officer and director of Golden Miles is Santokh Mahal (“**Santokh**”), Jesse’s father.

Loans and Security

- (d) Skymark extended various loans to Mahal secured by mortgages on the Real Property (the “**Mahal Loans**”). The loans were principally to be used for the construction of a flour mill on the Real Property.
- (e) Skymark also extended loans to Golden Miles secured by equipment (the “**GM Loans**”).

Default and Demand

- (f) In or around January 2020, due to various defaults under the loans, the parties entered into discussions and subsequently executed a Forbearance Agreement on March 12, 2020.
- (g) The Debtors are in default under the Forbearance Agreement.
- (h) On May 28, 2021, Skymark issued a demand for payment and a Notice of Intention to Enforce its Security to Mahal and Golden Miles pursuant to section 244(1) of the BIA.
- (i) As of June 21, 2021, the amount owing under the Mahal Loans is \$19,045,486.60 and the amount owing under the GM Loans is \$9,972,437.18.

Other Secured Creditors

- (j) The Debtors have multiple secured creditors with competing claims to certain assets, including Vicano Construction Limited which registered construction liens against the Real Property and is claiming priority over the mortgages in favour of Skymark.
- (k) In addition, Santokh appears to have obtained a General Security Agreement from Golden Miles in December 2020, at a time when the GM Loans were in default and Golden Miles was insolvent.

Just and Convenient to Appoint a Receiver

- (l) Skymark has received no payment or promise of payment from the Debtors in response to the demands for payment.
- (m) The Debtors owe Skymark in excess of \$29 million and have been in default of their obligations under the Forbearance Agreement since August 2020.
- (n) It is in the best interests of Skymark and the Debtors' creditors generally that a Receiver be appointed to take possession, preserve, market and sell the property and assets of the Debtors, including the Real Property and equipment secured under the GM Loans to maximize value for Skymark and the Debtors' other stakeholders.
- (o) It is just and convenient in the circumstances to appoint a Receiver.
- (p) Skymark proposes that KSV be appointed as Receiver. KSV has agreed to accept the appointment.

Statutory and Other Grounds

- (q) Section 243 of the BIA, and Section 101 of the CJA.
 - (r) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
 - (s) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the Affidavit of Paul Millar sworn June 24, 2021 and the exhibits thereto; and
 - (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June ²⁹~~24~~, 2021

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Lawyers for the Applicant

Applicant

Respondents

Court File No. CV-21-00664778-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

CHAITONS LLP

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Lawyers for the Applicant

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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AFFIDAVIT OF PAUL MILLAR

(sworn June 24th, 2021)

I, Paul Millar, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY

AS FOLLOWS:

1. I am and have been the Chief Executive Officer of the Applicant, Skymark Finance Corporation (“**Skymark**”) since 2020 and have been a director of Skymark since 2015. As such, I have personal knowledge of the facts and matters hereinafter deposed, except where stated to be based on information and belief, in which case, I verily believe the same to be true.

2. This affidavit is sworn in support of the application by Skymark for the appointment of KSV Restructuring Inc. (“**KSV**”) as receiver over all of the property, assets and undertakings of the Respondents, Mahal Venture Capital Inc. (“**Mahal**”) and Golden Miles Food Corporation

(“**Golden Miles**”, collectively with Mahal, the “**Debtors**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

A) **OVERVIEW**

3. The Debtors are related companies. Mahal is the registered owner of the land and building municipally known as 155 Adams Blvd., Brantford, Ontario (the “**Real Property**”). Golden Miles operates out of the Real Property and is in the business of importing and exporting food products and the manufacturing of various food products. Golden Miles also processes grain for the production of flour and flour-based products.

4. Skymark extended various loans to Mahal secured by mortgages on the Real Property (collectively, the “**Mahal Loans**”) and also extended loans to Golden Miles secured by equipment (collectively, the “**GM Loans**”).

5. The Debtors are in default under the Mahal Loans and the GM Loans. On May 28, 2021, Skymark issued a demand for payment and a Notice of Intention to Enforce its Security (“**NITES**”) to Mahal and Golden Miles pursuant to section 244(1) of the BIA.

6. As of June 21, 2021, the amount owing under the Mahal Loans is \$19,045,486.60 and the amount owing under the GM Loans is \$9,972,437.18.

7. Skymark seeks the appointment of a court appointed receiver to take possession, preserve, market and sell the property and assets of the Debtors, including the Real Property and equipment secured under the GM Loans to maximize value for Skymark and the Debtors’ other stakeholders.

B) THE PARTIES

8. Skymark is a private corporation that is governed by the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B. 16 (the “**OBCA**”) and has its registered head office located in Mississauga, Ontario. Skymark is in the business of providing commercial and consumer financing. Along with myself, Michael Slattery (“**Slattery**”) has been a director of Skymark since 2011.

9. Slattery wholly-owns a mortgage brokerage company, Skylark Holdings Limited (“**Skylark**”), which acts as the mortgage broker for loans advanced by Skymark.

10. Mahal is a corporation that is governed by the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 and has its registered head office located in Mississauga, Ontario. According to a Corporation Search dated June 7, 2020, the sole officer and director of Mahal is Jesse Mahal (“**Jesse**”). Attached hereto and marked as **Exhibit “A”** is a copy of the Corporation Search for Mahal dated June 7, 2021.

11. Golden Miles is a corporation that is governed by the OBCA and has its registered head office located in Mississauga, Ontario. According to the Corporate Profile Report dated June 2, 2021, the sole officer and director of Golden Miles is Santokh Mahal (“**Santokh**”), who is Jesse’s father. Attached hereto and marked as **Exhibit “B”** is a copy of the Corporation Profile Report for Golden Miles dated June 2, 2021.

C) MAHAL

(i) Loans to Mahal

12. Santokh has been a long-standing client of Skylark since the late 1990's. During this period, Slattery arranged loans for Santokh in varying amounts without any repayment problems.

13. In early 2015, Santokh approached Slattery for a loan to purchase the Real Property. Slattery was informed at this time that Santokh's intention was to build a flour mill on the Real Property. It was represented to Slattery that the construction of the flour mill would be completed by September 2018.

14. After conducting its due diligence, Skylark, on behalf of Skymark, issued a Commitment Letter dated June 8, 2015 to Santokh, as Skylark did not yet know the name of the corporate borrower, for a term loan in the amount of \$4,000,000 to be secured by a first-ranking mortgage on the Real Property as security. Attached hereto and marked as **Exhibit "C"** is a copy of the Commitment Letter dated June 8, 2015.

15. As set out in the Commitment Letter, the \$4mm loan was to be advanced in the amount of \$1,000,000 on the closing of the purchase of the Real Property, and further advances were to be made as construction on the Real Property progressed. The initial \$1,000,000 advance was made by Merk Investments Ltd. ("**Merk**"), a company wholly owned by Slattery, which was granted a first ranking mortgage on the Real Property as security. The mortgage was subsequently transferred from Merk to Skymark. Amounts under the \$4mm loan were advanced as follows:

| Date | Amount |
|---------------|-----------------------|
| June 22, 2015 | \$1,000,000.00 |
| May 16, 2017 | \$1,593,224.95 |
| May 29, 2017 | \$300,000.00 |
| June 8, 2017 | \$500,946.54 |
| Total | \$3,394,171.49 |

16. In approximately April 2015, Santokh approached Skymark to arrange financing for the construction and establishment of the flour mill at the Real Property. Santokh had retained Vicano Construction Limited (“**Vicano**”) for the design and build of the flour mill.

17. Pursuant to a Commitment Letter dated November 30, 2016, Skymark extended a term loan in the amount of \$9,600,000 to Mahal which was to be used for construction of the flour mill and was granted a first-ranking mortgage on the Real Property as security. The parties agreed that the \$4mm mortgage would be postponed to the \$9.6mm mortgage and also agreed that all amounts advanced under the \$4mm loan, aside from the \$1,000,000 amount, would be transferred to the \$9.6mm loan. Attached hereto and marked as **Exhibit “D”** and **“E”** is a copy of the Commitment Letter dated November 30, 2016 and a copy of the Postponement registered on title against the Real Property as Instrument Number BC322175 dated August 9, 2017, respectively.

18. As set out in the Commitment Letter, the \$9.6mm loan was to be advanced in stages as construction of the flour mill progressed. Amounts under the \$9.6mm loan were advanced as follows:

| Date | Amount |
|-------------------|-----------------------|
| May 16, 2017 | \$1,593,224.95 |
| May 29, 2017 | \$300,000.00 |
| June 8, 2017 | \$500,946.54 |
| August 9, 2017 | \$200,000.00 |
| August 9, 2017 | \$51,231.70 |
| September 8, 2017 | \$1,017,808.81 |
| October 10, 2017 | \$1,530,776.75 |
| October 25, 2017 | \$1,477,886.52 |
| December 1, 2017 | \$200,000.00 |
| December 15, 2017 | \$983,413.81 |
| March 21, 2018 | \$500,000.00 |
| July 3, 2018 | \$1,008,897.44 |
| Legals | \$13,064.51 |
| Total | \$9,377,251.03 |

19. The \$4mm loan matured on June 8, 2017. The \$9.6mm loan matured on November 30, 2017. These loans were not formally renewed or extended however Skymark agreed to forbear from making demand and enforcing on its security while Mahal continued to complete construction on the Real Property.

20. In September of 2018, Mahal required a further loan as a result of increasing costs for the construction of the flour mill and Skymark was informed that the earliest the construction would now be complete was early 2019. Pursuant to a Commitment Letter dated September 4, 2018, Skymark advanced a loan in the amount of \$6,400,000 to Mahal and was granted a second-ranking

mortgage on the Real Property as security. The parties agreed that the \$4mm mortgage would be postponed to the \$6.4mm mortgage. Attached and marked as **Exhibit “F”** and **“G”** is a copy of the Commitment Letter dated September 4, 2018 and the Postponement registered on title against the Real Property as Instrument Number BC345096 dated September 13, 2018, respectively.

21. As set out in the Commitment Letter, the \$6.4mm loan was to be advanced in stages as construction progressed. Amounts under the \$6.4mm loan were advanced as follows:

| Date | Amount |
|-------------------|-----------------------|
| May 1, 2018 | \$250,000.00 |
| September 7, 2018 | \$1,135,000.00 |
| September 7, 2018 | \$26,398.42 |
| July 22, 2019 | \$451,405.95 |
| Total | \$1,862,804.37 |

22. The \$6.4mm loan matured on September 4, 2019. Similar to the other Mahal Loans, the \$6.4mm loan was not formally extended or renewed.

23. Skymark continued to forbear from enforcing on its security as Mahal provided assurances that construction of the flour mill was progressing and nearing completion. Jesse and Santokh had advised Skymark that once construction was complete and the flour mill was in operation, Mahal would refinance the Real Property to repay the loans.

(ii) **Security under the Mahal Loans**

24. The Mahal Loans were syndicated loans. Skymark transferred participating interests in the mortgages to various lenders and administers the mortgages on behalf of these lenders.

25. The Schedule to each Commitment Letter for the Mahal Loans provide that in the event Mahal defaults on any of its covenants, terms, provisions or conditions of any mortgage, the principal sum shall, at the option of Skymark, forthwith become due and payable and Skymark may exercise any of its powers under the mortgages.

D) GOLDEN MILES

(i) **Loans to Golden Miles**

26. Starting in October 2017, Skymark made loans to Golden Miles to finance the purchase of equipment required in the operation of the flour mill. Specifically, Skymark made the following loans to Golden Miles: (i) a loan in the amount of \$928,500 (the “**First GM Loan**”) pursuant to a Home Improvement Credit Application and Agreement (“**HICA**”) dated October 25, 2017, (ii) a loan in the amount of \$3,360,000 (“**Second GM Loan**”) pursuant to a HICA dated December 6, 2017; (iii) a loan in the amount of \$633,950 (the “**Third GM Loan**”) pursuant to a HICA dated March 14, 2018; (iv) a loan in the amount of \$879,500 (the “**Fourth GM Loan**”) pursuant to a HICA dated January 22, 2019; and (v) a loan in the amount of \$2,680,000 (the “**Fifth GM Loan**”, together with the First GM Loan, Second GM Loan, Third GM Loan and Fourth GM Loan, the “**GM Loans**”) pursuant to a HICA dated January 25, 2019. Attached hereto and marked as **Exhibit “H”** and **“I”** are copies of each HICA and a list of the financed equipment, respectively.

27. Each of the GM Loans was for a term of 12 months. However, the terms and conditions to the HICA's provide that each loan was to be automatically renewed for successive 12-month periods until the outstanding balances had been paid.

(ii) Security under the GM Loans

28. Each HICA creates a security interest in favour of Skymark in the financed equipment and in all proceeds thereof as security for payment of each of the loans.

29. Additionally, the parties agreed that the Fourth GM Loan and the Fifth GM Loan would also be secured by the Second Mortgage.

30. On May 31, 2021, Skymark registered a financing statement under the Ontario *Personal Property Security Act* (“PPSA”) against Golden Miles to perfect its security interest in the equipment secured under the GM Loans. Attached hereto and marked as **Exhibit “J”** is a copy of the Ontario PPSA enquiry results for Golden Miles obtained on June 24, 2021.

31. Pursuant to section 14 of the terms and conditions of each HICA, it is an event of default if Golden Miles fails to make any payment on time or fails to keep any promise made under the agreements.

32. Under the HICA's, upon the occurrence of an event of default, Skymark has the right to demand payment of the full balance owing under these agreements, take possession of the equipment and exercise any other remedy available to it, whether in law, equity or otherwise.

E) DEFAULT, FORBEARANCE AND DEMAND

(i) Default

33. Despite the significant amounts advanced by Skymark and even once equipment was bought and installed, the flour mill failed to become operational because the Debtors had insufficient funds to pay for the completion of the flour mill.

34. On May 16, 2019, Skymark received a letter from counsel for Vicano advising that they had registered construction liens against the Real Property. Vicano registered these liens due to a dispute with Mahal for amounts due and owing to Vicano. Vicano registered two liens against title to the Real Property in the amount of \$4,640,577.52 on March 7, 2019 and in the amount of \$439,420.95 on April 10, 2019, (collectively, the “**Vicano Liens**”). Attached hereto and marked as **Exhibit “K”** and “**L**” is a copy of the letter and the registered Vicano Liens, respectively.

35. On the same day, Vicano commenced an action against Golden Miles, Mahal, Skymark and KLN Holdings Inc. Vicano is claiming that the Vicano Liens have priority over the mortgages in favour of Skymark. Attached hereto and marked as **Exhibit “M”** is a copy of the Statement of Claim.

36. On June 25, 2019, Slattery sent an email to Santokh and Jesse advising that the \$9.6mm mortgage and \$4mm mortgage had matured, the \$6.4mm mortgage would not be extended or renewed and demanded that arrangements be made to pay the Mahal Loans. Attached hereto and marked as **Exhibit “N”** is a copy of the email dated June 25, 2019.

37. In September 2019, Jesse and Santokh advised Slattery that the flour mill would shortly be in production and that they would repay the loans thereafter. Sharon McFarlane, administrative

assistant of Skymark (“**McFarlane**”) on behalf of Slattery subsequently sent an email to Jesse and Santokh advising that Skymark required monthly payments for all facilities to be made commencing October 1, 2019. This request was made as no payments had been made on the Mahal Loans or GM Loans to Skymark and interest on the loans was accruing. Attached hereto and marked as **Exhibit “O”** is a copy of the email dated September 24, 2019.

38. Despite the request for payment of the Mahal Loans and GM Loans, no payments were made until the parties entered into the Forbearance Agreement (described below).

39. On November 21, 2019, CanadaFresh Corporation, Mahal, Golden Miles and Santokh commenced an action against Bridging Finance Inc., Skylark, Skymark, Skylark Mortgages Limited and Merk Investments Ltd. claiming damages in the amount of \$60,000,000 for breach of fiduciary duty, breach of contract, breach of the duty of good faith and fair dealing, fraudulent misrepresentation, loss of goodwill and reputation, loss of future income and loss of business opportunity (the “**Mahal Litigation**”). Attached hereto and marked as **Exhibit “P”** is a copy of the Statement of Claim dated November 21, 2019.

(ii) Forbearance

40. Skymark and Jesse, on behalf of Mahal and Golden Miles, entered into discussions. On March 12, 2020, the parties entered into a Forbearance Agreement. Due to an administrative error, an execution line for Golden Miles was not inserted. Attached hereto and marked as **Exhibit “Q”** is a copy of the Forbearance Agreement.

41. The Forbearance Agreement provided the following, *inter alia*:

- Mahal and Golden Miles acknowledged that the terms of the Mahal Loans had expired and that the amounts due thereunder had not been repaid and that the GM Loans were in default;
- Skymark would not take any steps to enforce its security until the earlier of (i) June 30, 2021 or (ii) upon an occurrence of an event of default;
- the Debtors were required to make specified monthly payments for the Mahal Loans and GM Loans starting July 1, 2020 (the “**Monthly Payments**”);
- Skymark agreed to extend a term loan in the amount of \$1,600,000 to Jesse in his personal capacity to be used solely to pay for the balance of the construction on the Real Property (the “**Jesse Loan**”). The loan was secured by a second-ranking mortgage on Jesse’s primary residence, 6845 Second Line West, Mississauga, Ontario. Skymark advanced the Jesse Loan, on Jesse’s direction, directly to suppliers of labour and materials in the amounts of \$204,404.08 on March 23, 2020, \$344,260.01 on March 27, 2020 and \$166,146.89 on April 16, 2020;
- the Debtors covenanted that they would have the Vicano Liens vacated or discharged by September 1, 2020; and
- the parties agreed that within 30 days after execution of the Forbearance Agreement, the Debtors would have the Mahal Litigation dismissed.

42. Golden Miles provided unaudited financial reporting to Skymark and made partial Monthly Payments to Skymark for the Mahal Loans and GM Loans.

(iii) Default under the Forbearance Agreement

43. Under section 7.1(a) of the Forbearance Agreement, an event of default occurs, *inter alia*, with the non-payment when due of any principal and interest payable by the Debtors to Skymark and when the Debtors fail to comply with any of their other covenants under the Forbearance Agreement.

44. Under section 7.2 of the Forbearance Agreement, upon the occurrence of an event of default, the balance of the indebtedness under the Mahal Loans and GM Loans shall, at Skymark's option, become immediately due and payable and the Security (as defined therein) shall become enforceable, including by way of the court-appointment of a receiver.

45. Pursuant to the Forbearance Agreement, the Debtors were to commence making the Monthly Payments on July 1, 2020. However, the first payment received by Skymark was on or about August 25, 2020. On September 22, 2020, Skymark sent a letter to Mahal advising that the August 25, 2020 payment had been allocated for July and that the August and September payments remained outstanding. Attached hereto and marked as **Exhibit "R"** is a copy of the letter dated September 22, 2020.

46. The Debtors continued to make the Monthly Payments for October, November, December 2020 and January 2021 but never paid the Monthly Payments due for August and September 2020. In February and March 2021, the Debtors only made partial payments.

47. On March 5, 2021, Slattery sent an email to Santokh, with a copy to Jesse, advising him of the following:

- the Debtors were in arrears of payment in the amount of \$570,577.18;

- only a partial payment was received in February 2021 in the amount of \$170,963.12, which Skymark only agreed to accept on the condition that the balance would be paid shortly thereafter;
- Skymark received only a partial payment for March 2021;
- the total amount of unpaid interest outstanding under the Forbearance Agreement from July 2020 to March 5, 2021 was \$799,228.12.

Attached hereto and marked as **Exhibit “S”** is a copy of the email dated March 5, 2021.

48. Another partial monthly was made in April 2021. No Monthly Payments payable under the Forbearance Agreement were made thereafter.

49. The Jesse Loan matured on April 1, 2021. On March 16, 2021, Skymark sent a letter to Jesse advising that the loan would not be renewed upon maturity. A mortgage statement was provided for discharge purposes. Attached hereto and marked as **Exhibit “T”** is a copy of the letter dated March 16, 2021 and the discharge statement.

50. Skymark has received no payments of interest or principal under the Jesse Loan and is in the process of enforcing its default remedies under the mortgage.

51. The Debtors failed to have the Vicano Liens vacated or discharged by September 1, 2020. On November 5, 2020, McFarlane sent an email to Jesse advising that the Vicano Liens had not yet been discharged. Attached hereto and marked as **Exhibit “U”** is a copy of this email dated November 5, 2020.

52. As of June 23, 2021, the Vicano Liens have not been vacated or discharged. Attached hereto and marked as **Exhibit “V”** is a copy of the parcel register for the Real Property dated June 23, 2021.

53. While the parties agreed that the Mahal Litigation would be dismissed within 30 days after the execution of the Forbearance Agreement, there was a delay in obtaining the dismissal due to the Covid-19 pandemic. Chaitons LLP (“**Chaitons**”), counsel for Skymark, obtained a Consent from Mary Biggar, then counsel to the plaintiffs in the Mahal Litigation, on March 24, 2020 to an order dismissing the action (the “**Dismissal Order**”). Due to the court only hearing emergency matters, the Dismissal Order was not obtained until August 17, 2020. Attached hereto and marked as **Exhibit “W”** is a copy of the Dismissal Order.

54. In April of 2021, Rodney Godard, of Kirwin Partners LLP, new counsel for the Debtors, advised Chaitons that they intend to bring a motion to set aside the Dismissal Order on the basis that the Debtors’ solicitor of record at the time allegedly did not have the authority to consent to the dismissal of the action. The motion is scheduled to be heard on August 18, 2021.

(iv) Demand

55. On May 4, 2021, Skymark sent a letter to Mahal advising that it was in default under the Forbearance Agreement for non-payment of the Monthly Payments. The letter stipulated that if payment of the arrears was not received by May 5, 2021, Skymark would have the right to demand

payment of the unpaid balance of all loans and mortgages and would take the necessary steps to enforce its security. Attached and marked as **Exhibit “X”** is a copy of the letter dated May 4, 2021.

56. No payments were received by Skymark on May 5, 2021 or thereafter. Accordingly, on May 28, 2021, Chaitons, on behalf of Skymark, issued a demand for payment of the Mahal Loans in the sum of \$18,786,820.20 inclusive of interest, plus costs and for payment of the GM Loans in the sum of \$10,146,759.56¹ inclusive of interest, plus costs. Skymark also issued the NITES for both Mahal and Golden Miles. Attached hereto and marked as **Exhibit “Y”** is a copy of the demand letters and NITES.

57. Despite demand, no payment or promise of payment has been made by Mahal and Golden Miles.

F) OTHER SECURED CREDITORS

58. With respect to the Real Property, in addition to Skymark’s registrations for the First Mortgage, Second Mortgage, Third Mortgage, the Notices of Security Interest for the GM Loans, and the Vicano Liens, there is also a Charge registered in favour of Golden Miles in the amount of \$35,000,000 on March 26, 2021.

59. I am not aware of any loan made by Golden Miles to Mahal.

60. I understand that Mahal has failed to pay taxes on the Real Property in 2020 and 2021. A Tax Certificate dated June 16, 2021 indicates that Mahal owes a total amount of \$117,727.15 for

¹ This amount does not reflect the payments made by Golden Miles towards the GM Loans from August 25, 2020 to January 1, 2021 in the amount of \$372,644.50.

accrued taxes that remain unpaid from 2020 and 2021. Attached hereto and marked as **Exhibit “Z”** is a copy of the Tax Certificate dated June 16, 2021.

61. With respect to Golden Miles, there are financing statements registered under the Ontario PPSA in favour of the following parties:

- (a) Bodkin, a Division of Bennington Financial Corp. in specific equipment and motor vehicles;
- (b) The Bank of Nova Scotia in specific equipment and motor vehicles;
- (c) Caterpillar Financial Services Limited in specific equipment and motor vehicles;
- (d) Santokh S. Mahal in all collateral classifications except consumer goods; and
- (e) Toyota Industries Commercial Finance Canada, Inc. (“**Toyota Industries**”) in specific equipment.

Attached above as **Exhibit “J”** is a copy of the PPSA enquiry results dated June 24, 2021.

62. All of the above registrations against Golden Miles are registered prior in time to Skymark, except Toyota Industries.

G) JUST AND CONVENIENT TO APPOINT A RECEIVER

63. The Debtors owe in excess of \$29 million to Skymark. The Debtors have been in default of their obligations under the Forbearance Agreement since August 2020 and are insolvent.

64. In any event, the Forbearance Agreement expires June 30, 2021 when the Mahal Loans and GM Loans are to have been fully repaid irrespective of any defaults.

65. The Debtors have multiple secured creditors with competing claims to certain assets, including Vicano and Santokh, who obtained what appears to be a General Security Agreement in December 2020 from Golden Miles, while the GM Loans were in default. I am not aware of any advances made by Santokh to Golden Miles at that time for which this security was granted. Furthermore, the HICA's prohibit the further encumbrance of the financed equipment. Santokh was aware of this restriction as he executed the HICA's on behalf of Golden Miles.

66. Additionally, Golden Miles registered a mortgage in the amount of \$35,000,000 on the Real Property in March 2021, while the Mahal Loans were in default. I am not aware of any advances made by Golden Miles to Mahal at that time for which this security was granted.

67. To the best of my knowledge, the flour mill is not operating. On June 22, 2021, Skymark had an agent, Mr. Hodgson, attend the Real Property to inspect whether there was any activity at the flour mill. I was informed by Mr. Hodgson that he was on the Real Property from 10:30 a.m. to 12:00 p.m. and did not observe any activity; there were no vehicles on the parking lot and he did not see anyone enter or leave the Real Property during that time.

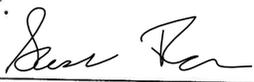
68. In these circumstances, I believe it is in the best interests of Skymark and the Debtors' creditors generally that a receiver be appointed to take possession, preserve, market and sell the property and assets of the Debtors, including the Real Property and equipment secured under the GM Loans to maximize value for Skymark and the Debtors' other stakeholders.

69. Accordingly, it is just and convenient in the circumstances to appoint a receiver.

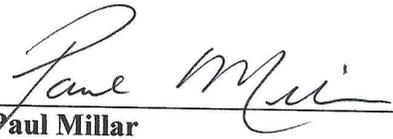
70. Skymark proposes that KSV be appointed as receiver. KSV has agreed to accept the appointment. Attached hereto and marked as **Exhibit "AA"** is a copy of KSV's consent to act as receiver.

71. This affidavit is sworn in support of Skymark's application for the appointment of a receiver and for no other or improper purpose.

SWORN BEFORE ME VIA VIDEOCONFERENCE, the affiant being located in the City of Toronto, and the Commissioner being located in the City of Mississauga, in the Province of Ontario on June 24, 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner, etc.

} 

Paul Millar

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



Government of Canada

Gouvernement du Canada

Canada.ca → Innovation, Science and Economic Development Canada → Corporations Canada → Search for a Federal Corporation

Federal Corporation Information - 903704-7

Order copies of corporate documents

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

903704-7

Business Number (BN)

834941593RC0001

Corporate Name

MAHAL VENTURE CAPITAL Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2014-09-30

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[PDF Readers](#)

Registered Office Address

6845 Second Line West
Mississauga ON L5W 1M8
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

30

Directors

Minimum 1

Maximum 10

Jesse Mahal
6845 Second Line West
Mississauga ON L5W 1M8
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

09-30

Date of Last Annual Meeting

2019-12-20

Annual Filing Period (MM-DD)

09-30 to 11-29

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2021 - Not due

2020 - Overdue

2019 - Filed

Corporate History

Corporate Name History

2014-09-30 to Present

MAHAL VENTURE CAPITAL Inc.

Certificates and Filings

Certificate of Incorporation

2014-09-30

Order copies of corporate documents

Start New Search

[Return to Search Results](#)

Date Modified:

2021-05-12

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Request ID: 026243284
 Transaction ID: 79482132
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/06/02
 Time Report Produced: 13:37:05
 Page: 1

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name | Incorporation Date |
|---------------------------|---|---------------------------|
| 2240147 | GOLDEN MILES FOOD CORPORATION | 2010/04/12 |
| | | Jurisdiction |
| | | ONTARIO |
| | | Former Jurisdiction |
| | | NOT APPLICABLE |
| Corporation Type | Corporation Status | |
| ONTARIO BUSINESS CORP. | ACTIVE | |
| Registered Office Address | | Date Amalgamated |
| 800 SWINBOURNE DRIVE | | NOT APPLICABLE |
| | | Amalgamation Ind. |
| | | NOT APPLICABLE |
| | | New Amal. Number |
| | | NOT APPLICABLE |
| | | Notice Date |
| | | NOT APPLICABLE |
| | | Letter Date |
| | | NOT APPLICABLE |
| Mailing Address | | Revival Date |
| 800 SWINBOURNE DRIVE | | NOT APPLICABLE |
| | | Continuation Date |
| | | NOT APPLICABLE |
| | | Transferred Out Date |
| | | NOT APPLICABLE |
| | | Cancel/Inactive Date |
| | | NOT APPLICABLE |
| | | EP Licence Eff.Date |
| | | NOT APPLICABLE |
| | | EP Licence Term.Date |
| | | NOT APPLICABLE |
| | | Date Commenced in Ontario |
| | | NOT APPLICABLE |
| | | Date Ceased in Ontario |
| | | NOT APPLICABLE |
| Activity Classification | Number of Directors Minimum Maximum | |
| NOT AVAILABLE | 00001 00010 | NOT APPLICABLE |

Request ID: 026243284
 Transaction ID: 79482132
 Category ID: UNE

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/06/02
 Time Report Produced: 13:37:05
 Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2240147

Corporation Name

GOLDEN MILES FOOD CORPORATION

Corporate Name History

GOLDEN MILES FOOD CORPORATION

Effective Date

2017/12/12

GOLDEN MILES BREAD & BAGEL CORPORATION

2010/04/12

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

SANTOKH

MAHAL

Address

800 SWINBOURNE DR

MISSISSAUGA
 ONTARIO
 CANADA L5V 1J6

Date Began

2010/04/12

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 026243284
Transaction ID: 79482132
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/06/02
Time Report Produced: 13:37:05
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2240147

GOLDEN MILES FOOD CORPORATION

Last Document Recorded

| Act/Code | Description | Form | Date |
|----------|--------------------|------|--------------------------------|
| CIA | ANNUAL RETURN 2020 | 1C | 2021/03/28 (ELECTRONIC FILING) |

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

**THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



June 8, 2015

Sansosh Mahal

MORTGAGE COMMITMENT

Please be advised that I would confirm that we have agreed to place a first mortgage on 155 Adams Blvd., Brantford, on the following terms and conditions:

- APPRAISAL:** Subject to lender's approval
- SECURITY:** A first mortgage on 155 Adams Blvd., Brantford
- AMOUNT TO BE ADVANCED:** \$4,000,000.00 to be advanced in stages
96,000.00
 1st advance of \$1,000,000.00 on closing of purchase of \$1,700,000.00.
Follow up \$3,000,000.00 - To be advances in stages as construction starts and progresses as per builder's request.
- INTEREST RATE:** 10% per annum
- TERM:** Two years
- REPAYMENTS:** Interest only on advances.
Once fully advanced, interest only, monthly calculated & compounded monthly
- SPECIAL PRIVILEGES:** Mortgage to be completely open on 2 months' basis.

Com'l.../2

SM

Dated June 9, 2015



CONDITIONS:

The closing is conditional upon the Mortgagor having good and marketable title to the property.
Purchase price of property - \$1,700,000.00
Cost of construction approximately \$4,300,000.00
Total investment - \$6,000,000.00

BROKERAGE FEES:
LENDER'S FEE:
LEGAL FEES
LEGAL FEES
INSPECTION & ADMINISTRATION FEE:

5% 450,000
2% 92,000
\$1,500.00 + disbursements
\$350.00 + disbursements for every further advance
\$750.00 for every further advance for inspection & administration

I **SANTOSH MAHAL**, hereby accept the above Commitment and acknowledge that I have had ample opportunity to consider the above proposal, and that by my signature hereto, I wish to form a binding contract to take the said money.

WITNESS:

Pec: S Mahal Date: June 9, 2015

WE, **SKYLARK HOLDINGS LIMITED**, hereby commit to give the funds based on the above conditions.

SKYLARK HOLDINGS LIMITED
Pec: [Signature] Date: June 8/15
Michael Slattery

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



November 30, 2016

Mahal Venture Capital Inc.

MORTGAGE COMMITMENT

Please be advised that I would confirm that we have agreed to place first mortgage on 155 Adams Blvd., Brantford, on the following terms and conditions:

| | |
|-------------------------------|---|
| APPRAISAL: | Subject to lender's approval |
| SECURITY: | A 1st mortgage on 155 Adams Blvd., Brantford |
| AMOUNT TO BE ADVANCED: | \$9,600,000.00 Advanced in stages as construction progresses against Architect's certificate |
| INTEREST RATE: | Bank of Montreal Prime + 11.3% per annum |
| TERM: | One year |
| REPAYMENTS: | Interest only, monthly on advances calculated daily |
| SPECIAL PRIVILEGES: | Mortgage to be completely open on 2 months' bonus upon 60 days written notice to lender. |

Con't..../2



CONDITIONS:

The closing is conditional upon the Mortgagor having good and marketable title to the property.

- BROKERAGE FEE:**
- LENDER'S FEE:**
- MONITORING FEE:**
- LEGAL FEES**

480,000⁰⁰
 4% = \$192,000.00 *EM*
 1% = \$48,000.00 *EM* 192,000⁰⁰
 \$5,000.00 per month
 Lender's legal fees + disbursements

I Mahal Venture Capital Inc., hereby accept the above Commitment and acknowledge that I have had ample opportunity to consider the above proposal, and that by my signature hereto, I wish to form a binding contract to take the said money.

WITNESS:

Per: *J Mahal* DEC 5 2016
 Date

WE, SKYLARK HOLDINGS LIMITED, hereby commit to give the funds based on the above conditions.

SKYLARK HOLDINGS LIMITED
Licence No. 10341

PER: *[Signature]* Dec 05/16
 Michael Slattery Date

**THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 32281 - 0309 LT
Description FIRSTLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD
Address 155 ADAMS BOULEVARD
 BRANTFORD

Source Instruments

| <i>Registration No.</i> | <i>Date</i> | <i>Type of Instrument</i> |
|-------------------------|-------------|---------------------------|
| BC276347 | 2015 06 22 | Charge/Mortgage |
| BC311800 | 2017 02 28 | Transfer Of Charge |

Party From(s)

Name SKYMARK FINANCE CORPORATION
Address for Service 46 Village Centre Place, Suite 300
 Mississauga, ON
 L4Z 1V9

I, Michael Slattery, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)*Capacity**Share*

Name SKYMARK FINANCE CORPORATION
Address for Service 46 Village Centre Place, Suite 300
 Mississauga, ON
 L4Z 1V9

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number BC322166 registered on 2017/08/09

This document relates to registration number(s)BC316950 and BC322163 and BC322167

Signed By

Monika Dylag 46 Village Centre Place acting for Signed 2017 08 09
 Mississauga Party From(s)
 L4Z 1V9

Tel 905-272-1900

Fax 905-272-1905

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

MERK INVESTMENTS LTD. 46 Village Centre Place 2017 08 09
 Mississauga
 L4Z 1V9

Tel 905-272-1900

Fax 905-272-1905

Fees/Taxes/Payment

| | |
|-----------------------------------|---------|
| <i>Statutory Registration Fee</i> | \$63.35 |
| <i>Total Paid</i> | \$63.35 |

**THIS IS EXHIBIT "F" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



September 4, 2018

Mahal Venture Capital Inc.

MORTGAGE COMMITMENT

Please be advised that I would confirm that we have agreed to place second mortgage on 155 Adams Blvd., Brantford, on the following terms and conditions:

| | |
|-------------------------------|--|
| APPRAISAL: | Subject to lender's approval |
| SECURITY: | A 2nd mortgage on 155 Adams Blvd., Brantford Subject to a 1 st mtg of \$9,600,000.00 |
| AMOUNT TO BE ADVANCED: | \$6,400,000.00 Advanced in stages as construction progresses against Architect's certificate |
| INTEREST RATE: | Bank of Montreal Prime + 11.3% per annum |
| TERM: | One year |
| REPAYMENTS: | Interest only, monthly on advances calculated daily |
| SPECIAL PRIVILEGES: | Mortgage to be completely open on 2 months' bonus upon 60 days written notice to lender. |

Con't..../2



CONDITIONS: The closing is conditional upon the Mortgagor having good and marketable title to the property.

BROKERAGE FEE: 5% on advances
LENDER'S FEE: 2% - on advances
MONITORING FEE: \$5,000.00 per month
LEGAL FEES Lender's legal fees + disbursements

I Mahal Venture Capital Inc., hereby accept the above Commitment and acknowledge that I have had ample opportunity to consider the above proposal, and that by my signature hereto, I wish to form a binding contract to take the said money.

MAHAL VENTURE CAPITAL INC.

WITNESS:

Per: Jesse Mahal + Sept 6/18
 JESSE MAHAL Date
 I HAVE AUTHORITY TO BIND THE CORPORATION

WE, SKYLARK HOLDINGS LIMITED, hereby commit to give the funds based on the above conditions.

SKYLARK HOLDINGS LIMITED
 Licence No. 10341
 PER: Michael Slattery Sept 4/18
 Date

**THIS IS EXHIBIT "G" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 32281 - 0309 LT
Description FIRSTLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD
Address 155 ADAMS BLVD
 BRANTFORD

Source Instruments

| Registration No. | Date | Type of Instrument |
|------------------|------------|--------------------|
| BC276347 | 2015 06 22 | Charge/Mortgage |

Party From(s)

Name SKYMARK FINANCE CORPORATION
Address for Service 46 Village Centre Place, Suite
 300
 Mississauga, ON
 L4Z 1V9

I, Michael Slattery, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)*Capacity**Share*

Name SKYMARK FINANCE CORPORATION
Address for Service 46 Village Centre Place, Suite 300
 Mississauga, ON
 L4Z 1V9

Name KLN HOLDINGS INC.
Address for Service c/o 46 Village Centre Place, Suite 300
 Mississauga, ON
 L4Z 1V9

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number BC344769 registered on 2018/09/07

This document relates to registration number(s)BC344775

Signed By

| | | | | |
|--------------|---|-----------------------------|--------|------------|
| Monika Dylag | 46 Village Centre Place Mississauga L4Z 1V9 | acting for Party From(s) | Signed | 2018 09 13 |
|--------------|---|-----------------------------|--------|------------|

Tel 905-272-1900

Fax 905-272-1905

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

| | | |
|-----------------------|---|------------|
| MERK INVESTMENTS LTD. | 46 Village Centre Place Mississauga L4Z 1V9 | 2018 09 13 |
|-----------------------|---|------------|

Tel 905-272-1900

Fax 905-272-1905

Fees/Taxes/Payment

| | |
|-----------------------------------|---------|
| <i>Statutory Registration Fee</i> | \$63.65 |
| <i>Total Paid</i> | \$63.65 |

**THIS IS EXHIBIT "H" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

HOME IMPROVEMENT CREDIT APPLICATION AND AGREEMENT

| HOMEOWNER INFORMATION | | PRINT NEATLY IN CAPITAL LETTERS | |
|---|------------------------|---------------------------------|-----------------------------------|
| APPLICANT FIRST NAME GOLDEN MILE FOOD CORPORATION | APPLICANT LAST NAME | APPLICANT E-MAIL (MANDATORY) | |
| CO-APPLICANT FIRST NAME | CO-APPLICANT LAST NAME | CO-APPLICANT E-MAIL (MANDATORY) | |
| INSTALLATION ADDRESS 155 ADAMS BLD. | | | |
| CITY BRANTFORD, ONTARIO | | POSTAL CODE N3S 7V8 | HOME PHONE |
| APPLICANT DL# OR OTHER ID | APPLICANT SIN | APPLICANT DOB | CELL PHONE |
| CO-APPLICANT DL# OR OTHER ID | CO-APPLICANT SIN | CO-APPLICANT DOB | CELL PHONE 905-781-0575 |
| APPLICANT EMPLOYER | APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |
| CO-APPLICANT EMPLOYER | CO-APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |

| DISCLOSURE OF CREDIT COSTS (O.A.C) | | Term 12 Months | |
|---|-----------------------|---|--|
| ① TOTAL AMOUNT FINANCED | \$928,500.00 | <input checked="" type="checkbox"/> Deferred Payment 6 Months | |
| ② INTEREST RATE PER ANNUM | 9.95% | <input type="checkbox"/> 1ST <input checked="" type="checkbox"/> 15 P.A.P. DATE (VOID CHEQUE REQUIRED) | |
| ③ TOTAL COST OF BORROWING | \$92,385.75 | 04/15/2018 First Payment Date | |
| ④ TOTAL AMOUNT PAYABLE | \$1,020,885.75 | Interest accrues during the Deferral Period. No interest is payable if the Total Amount Financed is paid in full before the expiration of the Deferral Period. After the Deferral Period, if the Total Amount Financed has not been paid, all accrued interest shall be due and payable pursuant to s. 5 on the reverse side of this Agreement. | |
| ⑤ INTEREST ONLY MONTHLY PAYMENT | \$7,698.81 | | |
| EQUIPMENT DESCRIPTION : SEE ATTACHED - SCHEDULE 'A' | | REQUESTED PAP AMOUNT | |

By signing this Credit Application and Agreement ("Agreement") (1) You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship (2) **you have read and agree to all the terms on the front and back of this Agreement including the Acknowledgements in s. 1, the Deferral Period set out in s. 5 and the Default Interest Rate Increase in s. 7** (3) you have read and you consent to the collection and use of Information as set out in s. 20 (4) you authorize pre-authorized payments (5) you acknowledge receipt of the duplicate copy of this Agreement on the date set out below (6) your Interest Only Monthly Payments to Skymark Finance Corporation ("Skymark") will begin on the First Payment Date and (7) you declare that you are not acting on behalf of any third-party and that there are no beneficial owners. **Your "Consumer Rights" are outlined in s. 23 of the Terms and Conditions of this Agreement.**

Mr. SANTOSH MAHAL Applicant Print Name *S. Mahal* 10/25/2017 Applicant Signature

Co-Applicant Print Name MM/DD/YYYY

Co-Applicant Signature

Co-Applicant Print Name MM/DD/YYYY

Co-Applicant Signature

| | | |
|--|---------------------|---------------------|
| Representative Signature on behalf of the Vendor | Representative Name | VENDOR COMPANY NAME |
|--|---------------------|---------------------|

1. Acknowledgements: In consideration of Skymark considering and approving your application, entering into this Agreement and Skymark extending you credit for the purchase of the goods and/or services ("Goods"), you hereby agree to be bound by the Terms and Conditions of this Agreement.

2. Definitions: The words "you", "your" and "yours" mean the Applicant and each Co-Applicant. The words "we", "us" and "our" mean Skymark. The merchant or supplier of the Goods ("Vendor") is our agent only for the purposes of assisting you with completing this Agreement and submitting it to us for approval, after you have reviewed, approved and signed the Agreement.

3. Agreement to Pay: You hereby agree to pay the Total Amount Financed as set out in this Agreement (i.e.: Disclosure of Credit Costs) and all applicable interest and fees as outlined in these Terms and Conditions (collectively, "Your Debt").

4. Interest Rate: You hereby agree to pay the Interest Rate as set out in the Disclosure of Credit Costs section of this Agreement. You hereby agree that all of Your Debt to us shall bear interest before and after maturity and before and after default and judgement at the applicable interest rate. Interest on this Agreement begins to accrue immediately on the date this Agreement is accepted by Skymark unless payment is made in full during the Deferral Period as described in Section 5 below.

5. Deferral Period: If you pay the Total Amount Financed for the Goods on or before the expiration of the Deferral Period, as set out on the face page of this Agreement we will waive all interest accrued on Your Debt. However, if you do not pay the Total Amount Financed on or before the expiration of the Deferral Period, interest on Your Debt will accrue as of the date this Agreement is accepted by Skymark, unless otherwise determined by us. You hereby agree that Skymark may, in its sole discretion, apply and charge such accrued interest as a lump sum at any time over the Term of this Agreement or adjust your monthly payments to account for such interest.

6. Prepayment: You may prepay in full Your Debt under this Agreement at any time without penalty. You may also pay any amount greater than the regular Interest Only Monthly Payment amount on any regular scheduled date for payment. If you wish to schedule a PAP amount greater than the Interest Only Monthly Payment amount required under this Agreement, you may do so by filing in the Requested PAP Amount in the Disclosure of Credit Costs section on the face page of this Agreement.

7. Default Interest Rate Increase: You hereby acknowledge and agree that an additional annual rate of interest equal to 9.95% will be added to the interest rate set out in the Disclosure of Credit Costs section of this Agreement upon an event of Default (as defined hereunder). This new interest rate will apply for the remainder of this Agreement and the amount of your monthly payment may be increased as a result. For example: If the interest rate set out in the Disclosure of Credit Costs section is 9.95%, then upon you failing to make a payment on time the interest rate on your Agreement will increase to 19.9% until your debt is paid in full.

8. Fees: You acknowledge and agree to pay Skymark the following fees (collectively "Fees"), as they may apply, which amounts will be added to the balance owing by you to Skymark: a) a late fee of \$50.00 for each billing cycle in which your Monthly Payment is not received by the monthly payment due date, b) a dishonored payment fee in the amount of \$75.00 in respect of each payment of yours which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.), c) a default letter fee of \$125.00 for preparation of a letter of default, d) a legal administration fee of \$750.00 for the preparation of a file commencing legal action, e) all expenses for registration, maintaining and discharging the security including a \$190.00 registration fee and a \$110.00 discharge fee. All fees are cumulative and not alternative. Outstanding fees shall be added to the principle amount owed for the purposes of calculating interest.

9. Security Interest: In return for Skymark extending you credit under this Agreement you hereby grant to us a security interest in and to the Goods and all proceeds of the Goods until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Goods, including against the title to the premises where the Goods are located. You agree to assist us in executing any documents necessary to protect our security interest. You acknowledge that Skymark may file a financing statement under the applicable Personal Property Security Act. You understand and acknowledge that Skymark and any assignee of Skymark, retains a continuing security interest in the Goods until payment in full of your obligations under this Agreement. Furthermore, you agree not to transfer possession or control of the Goods to any other person without first notifying us by registered mail of your intention, and obtaining our written consent to do so.

10. Insurance: It is your obligation to keep the Goods insured against fire and theft. You acknowledge that any loss, injury or destruction of the Goods does not relieve you of your obligation to pay the full amount owed under this Agreement.

11. Warranties: You acknowledge that you signed a purchase order with the Vendor to purchase the Goods for an amount equal to the Total Amount Financed. You further acknowledge that we make no representation or warranties as to the merchantability, fitness for purpose, quality of performance of any of the Goods or the performance or fulfillment of any statement, representation, warranty or guaranty of the Vendor or manufacturer of the Goods. You hereby irrevocably authorize and direct Skymark to pay the Total Amount Financed to the Vendor. We have not made or given any warranties, representations or conditions whatsoever with respect to the Goods, your only claim will be against the Vendor and/or manufacturer of the Goods and you agree that Skymark will not be liable to you for any damages whatsoever. If you have any disputes or problems with the Vendor or manufacturer of the Goods, you must continue to make your monthly payment obligations under this Agreement.

12. Claims Against the Goods: You confirm that no one but Skymark has a legal security interest in the Goods. You will keep the Goods clear of all legal claims except the interests of Skymark. If you do not, Skymark may settle the claim and charge you any cost incurred, including any and all legal expenses.

13. Use of the Goods: You promise that you will keep possession of the Goods and that you will not sell, or lease, or transfer any interest in the Goods without the written permission of Skymark. You promise to keep the Goods in good repair and replace all worn, broken, or defective parts. You promise to keep the Goods in the premises stated on the face page of this Agreement, unless you have the written consent of Skymark.

14. Default: You will be considered in Default under the Terms and Conditions of this Agreement if: a) you fail to make payment on time, b) you fail to keep any promise you have made in this Agreement, c) you become insolvent or bankrupt, d) the Goods are lost or destroyed, e) the Goods are seized in any legal proceeding.

remedies available to us. We may at our option: a) demand that the full balance owing be paid immediately, b) take possession of the Goods according to applicable law, c) commence legal proceedings for the recovery of the balance owing, d) process an electronic payment from your account up to a maximum of the outstanding balance, e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

15. Assignment: You understand we may sell or assign this Agreement to a third party without prior notice to you or without your consent. The assignee will then be entitled to all payments and rights to which Skymark is and was entitled under this Agreement.

17. Waiver: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing.

18. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque or PAD form ("Your Account") for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us in writing of any change in Your Account information before the next payment due date. You direct the financial institution at which your account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of your account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this section will be effective on the 10th day following receipt by us of your written notice of cancellation and will not affect your obligation to make the payments required under this Agreement. If a payment date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

19. Extensions and Renewals: The term of this Agreement will automatically renew for successive 12 month periods, until the outstanding balance has been paid in full.

20. Personal Information: We may collect credit, identity and any financially related information about you during the course of your relationship with us from credit bureaus, other financial institutions and references ("Information"). We may also disclose information to credit bureaus, financial institutions and assignees of this Agreement and to outside providers of services to you. We and these parties may use information to identify you to understand your needs and eligibility for this Agreement, to process PADs and to recommend and market particular products and services. Information collected will be kept in a separate customer file managed by Skymark at its offices in Mississauga, Ontario. You have the right to access this information. You may obtain our privacy code, ask us to correct information or tell us to stop using information for any of these purposes at any time by contacting us at Skymark Finance Corporation, 46 Village Centre Place, Mississauga, Ontario, L4Z 1V9. Phone - 1 (866) 380-9979, FAX - 1 (866) 696-0509. Email: info@skymarkfinance.ca.

21. Applicable Law: This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.

22. Electronic Version of this Agreement: We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

23. Your Rights under the Consumer Protection Act, 2002 You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10 - day period.

If the supplier does not make delivery within thirty (30) days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligation thirty (30) days after the commencement specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier request in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossess the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

APPLICANT INITIALS CO-APPLICANT INITIALS CO-APPLICANT INITIALS

HOME IMPROVEMENT CREDIT APPLICATION AND AGREEMENT

| HOMEOWNER INFORMATION | | PRINT NEATLY IN CAPITAL LETTERS | |
|---|------------------------|---------------------------------|-----------------------------------|
| APPLICANT FIRST NAME GOLDEN MILE FOOD CORP. | APPLICANT LAST NAME | APPLICANT E-MAIL (MANDATORY) | |
| CO-APPLICANT FIRST NAME | CO-APPLICANT LAST NAME | CO-APPLICANT E-MAIL (MANDATORY) | |
| INSTALLATION ADDRESS 155 ADAMS BLVD. | | | |
| CITY BRANTFORD, ON | | POSTAL CODE N3S 7V8 | HOME PHONE |
| APPLICANT DL# OR OTHER ID | APPLICANT SIN | APPLICANT DOB | CELL PHONE |
| CO-APPLICANT DL# OR OTHER ID | CO-APPLICANT SIN | CO-APPLICANT DOB | CELL PHONE 905-781-0575 |
| APPLICANT EMPLOYER | APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |
| CO-APPLICANT EMPLOYER | CO-APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |

| DISCLOSURE OF CREDIT COSTS (O.A.C) | | Term 12 Months | |
|------------------------------------|---------------------|---|--|
| ① TOTAL AMOUNT FINANCED | \$ 3,360,000 | <input checked="" type="checkbox"/> Deferred Payment | 6 Months |
| ② INTEREST RATE PER ANNUM | 9.95% | <input checked="" type="checkbox"/> 1ST | <input type="checkbox"/> 15 PAP DATE (VOID CHEQUE REQUIRED) |
| ③ TOTAL COST OF BORROWING | \$ 334,320 | 06/01/2018 First Payment Date | |
| ④ TOTAL AMOUNT PAYABLE | \$ 3,694,320 | Interest accrues during the Deferral Period. No interest is payable if the Total Amount Financed is paid in full before the expiration of the Deferral Period. After the Deferral Period, if the Total Amount Financed has not been paid, all accrued interest shall be due and payable pursuant to s. 5 on the reverse side of this Agreement. | |
| ⑤ INTEREST ONLY MONTHLY PAYMENT | \$ 27,860 | EQUIPMENT DESCRIPTION : SEE SCHEDULE "A" | |
| | | REQUESTED PAP AMOUNT | |

By signing this Credit Application and Agreement ("Agreement") (1) You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship (2) **you have read and agree to all the terms on the front and back of this Agreement including the Acknowledgements in s. 1, the Deferral Period set out in s. 5 and the Default Interest Rate Increase in s. 7** (3) you have read and you consent to the collection and use of Information as set out in s. 20 (4) you authorize pre-authorized payments (5) you acknowledge receipt of the duplicate copy of this Agreement on the date set out below (6) your Interest Only Monthly Payments to Skymark Finance Corporation ("Skymark") will begin on the First Payment Date and (7) you declare that you are not acting on behalf of any third-party and that there are no beneficial owners. **Your "Consumer Rights" are outlined in s. 23 of the Terms and Conditions of this Agreement.**

MR. SANTOSH MAHAL Applicant Print Name *S. Mahal* Applicant Signature **12 06 2017**

____ Co-Applicant Print Name _____ Co-Applicant Signature

____ Co-Applicant Print Name _____ Co-Applicant Signature

| | | |
|--|---------------------|---------------------|
| Representative Signature on behalf of the Vendor | Representative Name | VENDOR COMPANY NAME |
|--|---------------------|---------------------|

1. Acknowledgements: In consideration of Skymark considering and approving your application, entering into this Agreement and Skymark extending you credit for the purchase of the goods and/or services ("Goods"), you hereby agree to be bound by the Terms and Conditions of this Agreement.

2. Definitions: The words "you", "your" and "yours" mean the Applicant and each Co-Applicant. The words "we", "us" and "our" mean Skymark. The merchant or supplier of the Goods ("Vendor") is our agent only for the purposes of assisting you with completing this Agreement and submitting it to us for approval, after you have reviewed, approved and signed the Agreement.

3. Agreement to Pay: You hereby agree to pay the Total Amount Financed as set out in this Agreement (i.e.: Disclosure of Credit Costs) and all applicable interest and fees as outlined in these Terms and Conditions (collectively, "Your Debt").

4. Interest Rate: You hereby agree to pay the Interest Rate as set out in the Disclosure of Credit Costs section of this Agreement. You hereby agree that all of Your Debt to us shall bear interest before and after maturity and before and after default and judgement at the applicable interest rate. Interest on this Agreement begins to accrue immediately on the date this Agreement is accepted by Skymark unless payment is made in full during the Deferral Period as described in Section 5 below.

5. Deferral Period: If you pay the Total Amount Financed for the Goods on or before the expiration of the Deferral Period, as set out on the face page of this Agreement we will waive all interest accrued on Your Debt. However, if you do not pay the Total Amount Financed on or before the expiration of the Deferral Period, interest on Your Debt will accrue as of the date this Agreement is accepted by Skymark, unless otherwise determined by us. You hereby agree that Skymark may, in its sole discretion, apply and charge such accrued interest as a lump sum at any time over the Term of this Agreement or adjust your monthly payments to account for such interest.

6. Prepayment: You may prepay in full Your Debt under this Agreement at any time without penalty. You may also pay any amount greater than the regular Interest Only Monthly Payment amount on any regular scheduled date for payment. If you wish to schedule a PAP amount greater than the Interest Only Monthly Payment amount required under this Agreement, you may do so by filing in the Requested PAP Amount in the Disclosure of Credit Costs section on the face page of this Agreement.

7. Default Interest Rate Increase: You hereby acknowledge and agree that an additional annual rate of interest equal to 9.95% will be added to the interest rate set out in the Disclosure of Credit Costs section of this Agreement upon an event of Default (as defined hereunder). This new interest rate will apply for the remainder of this Agreement and the amount of your monthly payment may be increased as a result. For example: If the interest rate set out in the Disclosure of Credit Costs section is 9.95%, then upon you failing to make a payment on time the interest rate on your Agreement will increase to 19.9% until your debt is paid in full.

8. Fees: You acknowledge and agree to pay Skymark the following fees (collectively "Fees"), as they may apply, which amounts will be added to the balance owing by you to Skymark: a) a late fee of \$50.00 for each billing cycle in which your Monthly Payment is not received by the monthly payment due date, b) a dishonored payment fee in the amount of \$75.00 in respect of each payment of yours which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.), c) a default letter fee of \$125.00 for preparation of a letter of default, d) a legal administration fee of \$750.00 for the preparation of a file commencing legal action, e) all expenses for registration, maintaining and discharging the security including a \$190.00 registration fee and a \$110.00 discharge fee. All fees are cumulative and not alternative. Outstanding fees shall be added to the principle amount owed for the purposes of calculating interest.

9. Security Interest: In return for Skymark extending you credit under this Agreement you hereby grant to us a security interest in and to the Goods and all proceeds of the Goods until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Goods, including against the title to the premises where the Goods are located. You agree to assist us in executing any documents necessary to protect our security interest. You acknowledge that Skymark may file a financing statement under the applicable Personal Property Security Act. You understand and acknowledge that Skymark and any assignee of Skymark, retains a continuing security interest in the Goods until payment in full of your obligations under this Agreement. Furthermore, you agree not to transfer possession or control of the Goods to any other person without first notifying us by registered mail of your intention, and obtaining our written consent to do so.

10. Insurance: It is your obligation to keep the Goods insured against fire and theft. You acknowledge that any loss, injury or destruction of the Goods does not relieve you of your obligation to pay the full amount owed under this Agreement.

11. Warranties: You acknowledge that you signed a purchase order with the Vendor to purchase the Goods for an amount equal to the Total Amount Financed. You further acknowledge that we make no representation or warranties as to the merchantability, fitness for purpose, quality of performance of any of the Goods or the performance or fulfillment of any statement, representation, warranty or guaranty of the Vendor or manufacturer of the Goods. You hereby irrevocably authorize and direct Skymark to pay the Total Amount Financed to the Vendor. We have not made or given any warranties, representations or conditions whatsoever with respect to the Goods, your only claim will be against the Vendor and/or manufacturer of the Goods and you agree that Skymark will not be liable to you for any damages whatsoever. If you have any disputes or problems with the Vendor or manufacturer of the Goods, you must continue to make your monthly payment obligations under this Agreement.

12. Claims Against the Goods: You confirm that no one but Skymark has a legal security interest in the Goods. You will keep the Goods clear of all legal claims except the interests of Skymark. If you do not, Skymark may settle the claim and charge you any cost incurred, including any and all legal expenses.

13. Use of the Goods: You promise that you will keep possession of the Goods and that you will not sell, or lease, or transfer any interest in the Goods without the written permission of Skymark. You promise to keep the Goods in good repair and replace all worn, broken, or defective parts. You promise to keep the Goods in the premises stated on the face page of this Agreement, unless you have the written consent of Skymark.

14. Default: You will be considered in Default under the Terms and Conditions of this Agreement if: a) you fail to make payment on time, b) you fail to keep any promise you have made in this Agreement, c) you become insolvent or bankrupt, d) the Goods are lost or destroyed, e) the Goods are seized in any legal proceeding,

remedies available to us. We may at our option: a) demand that the full balance owing be paid immediately, b) take possession of the Goods according to applicable law, c) commence legal proceedings for the recovery of the balance owing, d) process an electronic payment from your account up to a maximum of the outstanding balance, e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

15. Assignment: You understand we may sell or assign this Agreement to a third party without prior notice to you or without your consent. The assignee will then be entitled to all payments and rights to which Skymark is and was entitled under this Agreement.

17. Waiver: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing.

18. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque or PAD form ("Your Account") for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us in writing of any change in Your Account information before the next payment due date. You direct the financial institution at which your account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of your account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this section will be effective on the 10th day following receipt by us of your written notice of cancellation and will not affect your obligation to make the payments required under this Agreement. If a payment date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

19. Extensions and Renewals: The term of this Agreement will automatically renew for successive 12 month periods, until the outstanding balance has been paid in full.

20. Personal Information: We may collect credit, identity and any financially related information about you during the course of your relationship with us from credit bureaus, other financial institutions and references ("Information"). We may also disclose information to credit bureaus, financial institutions and assignees of this Agreement and to outside providers of services to you. We and these parties may use information to identify you to understand your needs and eligibility for this Agreement, to process PADs and to recommend and market particular products and services. Information collected will be kept in a separate customer file managed by Skymark at its offices in Mississauga, Ontario. You have the right to access this information. You may obtain our privacy code, ask us to correct information or tell us to stop using information for any of these purposes at any time by contacting us at Skymark Finance Corporation, 46 Village Centre Place, Mississauga, Ontario, L4Z 1V9. Phone - 1 (866) 380-9979, FAX - 1 (866) 696-0509. Email: info@skymarkfinance.ca.

21. Applicable Law: This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.

22. Electronic Version of this Agreement: We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

23. Your Rights under the Consumer Protection Act, 2002
You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10 - day period. If the supplier does not make delivery within thirty (30) days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligation thirty (30) days after the commencement specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier request in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossess the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

| | | |
|--------------------|-----------------------|-----------------------|
| APPLICANT INITIALS | CO-APPLICANT INITIALS | CO-APPLICANT INITIALS |
|--------------------|-----------------------|-----------------------|

HOME IMPROVEMENT CREDIT APPLICATION AND AGREEMENT

| HOMEOWNER INFORMATION | | PRINT NEATLY IN CAPITAL LETTERS | |
|---|-------------------------------------|---------------------------------|-----------------------------------|
| APPLICANT FIRST NAME GOLDEN MILE FOOD | APPLICANT LAST NAME CORP. | APPLICANT E-MAIL (MANDATORY) | |
| CO-APPLICANT FIRST NAME | CO-APPLICANT LAST NAME | CO-APPLICANT E-MAIL (MANDATORY) | |
| INSTALLATION ADDRESS 155 ADAMS BLVD. | | | |
| CITY BRANFORD, ONTARIO | | POSTAL CODE N3S 7V8 | HOME PHONE |
| APPLICANT DL# OR OTHER ID | APPLICANT SIN | APPLICANT DOB | CELL PHONE |
| CO-APPLICANT DL# OR OTHER ID | CO-APPLICANT SIN | CO-APPLICANT DOB | CELL PHONE 905-781-0576 |
| APPLICANT EMPLOYER | APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |
| CO-APPLICANT EMPLOYER | CO-APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |

| DISCLOSURE OF CREDIT COSTS (O.A.C) | | Term 12 Months | |
|------------------------------------|---------------------|---|------------------------------------|
| ① TOTAL AMOUNT FINANCED | \$633,950 | <input checked="" type="checkbox"/> Deferred Payment | 6 Months |
| ② INTEREST RATE PER ANNUM | 9.95% | <input type="checkbox"/> 1ST <input checked="" type="checkbox"/> 15 | PAP DATE (VOID CHEQUE REQUIRED) |
| ③ TOTAL COST OF BORROWING | \$63,078.03 | 09 15 2018 First Payment Date | |
| ④ TOTAL AMOUNT PAYABLE | \$697,028.03 | Interest accrues during the Deferral Period. No interest is payable if the Total Amount Financed is paid in full before the expiration of the Deferral Period. After the Deferral Period, if the Total Amount Financed has not been paid, all accrued interest shall be due and payable pursuant to s. 5 on the reverse side of this Agreement. | |
| ⑤ INTEREST ONLY MONTHLY PAYMENT | \$5,256.50 | EQUIPMENT DESCRIPTION: SEE SCHEDULE "A" | |
| | | REQUESTED PAP AMOUNT | |

By signing this Credit Application and Agreement ("Agreement") (1) You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship (2) you have read and agree to all the terms on the front and back of this Agreement including the Acknowledgements in s. 1, the Deferral Period set out in s. 3 and the Default interest Rate increase in s. 7 (3) you have read and you consent to the collection and use of information as set out in s. 20 (4) you authorize pre-authorized payments (5) you acknowledge receipt of the duplicate copy of this Agreement on the date set out below (6) your Interest Only Monthly Payments to Skymark Finance Corporation ("Skymark") will begin on the First Payment Date and (7) you declare that you are not acting on behalf of any third-party and that there are no beneficial owners. Your "Consumer Rights" are outlined in s. 23 of the Terms and Conditions of this Agreement.

| | |
|--|---------------------------------|
| MR. SANTOSH MITAL Applicant Print Name | _____ Applicant Signature |
| _____ Co-Applicant Print Name | _____ Co-Applicant Signature |
| _____ Co-Applicant Print Name | _____ Co-Applicant Signature |

| | | |
|--|---------------------|---------------------|
| Representative Signature on behalf of the Vendor | Representative Name | VENDOR COMPANY NAME |
|--|---------------------|---------------------|

1. Acknowledgements: In consideration of Skymark considering and approving your application, entering into this Agreement and Skymark extending you credit for the purchase of the goods and/or services ("Goods"), you hereby agree to be bound by the Terms and Conditions of this Agreement.

2. Definitions: The words "you", "your" and "yours" mean the Applicant and each Co-Applicant. The words "we", "us" and "our" mean Skymark. The merchant or supplier of the Goods ("Vendor") is our agent only for the purposes of assisting you with completing this Agreement and submitting it to us for approval, after you have reviewed, approved and signed the Agreement.

3. Agreement to Pay: You hereby agree to pay the Total Amount Financed as set out in this Agreement (i.e.: Disclosure of Credit Costs) and all applicable interest and fees as outlined in these Terms and Conditions (collectively, "Your Debt").

4. Interest Rate: You hereby agree to pay the Interest Rate as set out in the Disclosure of Credit Costs section of this Agreement. You hereby agree that all of Your Debt to us shall bear interest before and after maturity and before and after default and judgement at the applicable interest rate. Interest on this Agreement begins to accrue immediately on the date this Agreement is accepted by Skymark unless payment is made in full during the Deferral Period as described in Section 5 below.

5. Deferral Period: If you pay the Total Amount Financed for the Goods on or before the expiration of the Deferral Period, as set out on the face page of this Agreement we will waive all interest accrued on Your Debt. However, if you do not pay the Total Amount Financed on or before the expiration of the Deferral Period, interest on Your Debt will accrue as of the date this Agreement is accepted by Skymark, unless otherwise determined by us. You hereby agree that Skymark may, in its sole discretion, apply and charge such accrued interest as a lump sum at any time over the Term of this Agreement or adjust your monthly payments to account for such interest.

6. Prepayment: You may prepay in full Your Debt under this Agreement at any time without penalty. You may also pay any amount greater than the regular Interest Only Monthly Payment amount on any regular scheduled date for payment. If you wish to schedule a PAP amount greater than the Interest Only Monthly Payment amount required under this Agreement, you may do so by filing in the Requested PAP Amount in the Disclosure of Credit Costs section on the face page of this Agreement.

7. Default Interest Rate Increase: You hereby acknowledge and agree that an additional annual rate of interest equal to 9.95% will be added to the interest rate set out in the Disclosure of Credit Costs section of this Agreement upon an event of Default (as defined hereunder). This new interest rate will apply for the remainder of this Agreement and the amount of your monthly payment may be increased as a result. For example: If the interest rate set out in the Disclosure of Credit Costs section is 9.95%, then upon you failing to make a payment on time the interest rate on your Agreement will increase to 19.9% until your debt is paid in full.

8. Fees: You acknowledge and agree to pay Skymark the following fees (collectively "Fees"), as they may apply, which amounts will be added to the balance owing by you to Skymark: a) a late fee of \$50.00 for each billing cycle in which your Monthly Payment is not received by the monthly payment due date, b) a dishonored payment fee in the amount of \$75.00 in respect of each payment of yours which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.), c) a default letter fee of \$125.00 for preparation of a letter of default, d) a legal administration fee of \$750.00 for the preparation of a file commencing legal action, e) all expenses for registration, maintaining and discharging the security including a \$190.00 registration fee and a \$110.00 discharge fee. All fees are cumulative and not alternative. Outstanding fees shall be added to the principle amount owed for the purposes of calculating interest.

9. Security Interest: In return for Skymark extending you credit under this Agreement you hereby grant to us a security interest in and to the Goods and all proceeds of the Goods until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Goods, including against the title to the premises where the Goods are located. You agree to assist us in executing any documents necessary to protect our security interest. You acknowledge that Skymark may file a financing statement under the applicable Personal Property Security Act. You understand and acknowledge that Skymark and any assignee of Skymark, retains a continuing security interest in the Goods until payment in full of your obligations under this Agreement. Furthermore, you agree not to transfer possession or control of the Goods to any other person without first notifying us by registered mail of your intention, and obtaining our written consent to do so.

10. Insurance: It is your obligation to keep the Goods insured against fire and theft. You acknowledge that any loss, injury or destruction of the Goods does not relieve you of your obligation to pay the full amount owed under this Agreement.

11. Warranties: You acknowledge that you signed a purchase order with the Vendor to purchase the Goods for an amount equal to the Total Amount Financed. You further acknowledge that we make no representation or warranties as to the merchantability, fitness for purpose, quality of performance of any of the Goods or the performance or fulfillment of any statement, representation, warranty or guaranty of the Vendor or manufacturer of the Goods. You hereby irrevocably authorize and direct Skymark to pay the Total Amount Financed to the Vendor. We have not made or given any warranties, representations or conditions whatsoever with respect to the Goods, your only claim will be against the Vendor and/or manufacturer of the Goods and you agree that Skymark will not be liable to you for any damages whatsoever. If you have any disputes or problems with the Vendor or manufacturer of the Goods, you must continue to make your monthly payment obligations under this Agreement.

12. Claims Against the Goods: You confirm that no one but Skymark has a legal security interest in the Goods. You will keep the Goods clear of all legal claims except the interests of Skymark. If you do not, Skymark may settle the claim and charge you any cost incurred, including any and all legal expenses.

13. Use of the Goods: You promise that you will keep possession of the Goods and that you will not sell, or lease, or transfer any interest in the Goods without the written permission of Skymark. You promise to keep the Goods in good repair and replace all worn, broken, or defective parts. You promise to keep the Goods in the premises stated on the face page of this Agreement, unless you have the written consent of Skymark.

14. Default: You will be considered in Default under the Terms and Conditions of this Agreement if: a) you fail to make payment on time, b) you fail to keep any promise you have made in this Agreement, c) you become insolvent or bankrupt, d) the Goods are lost or destroyed, e) the Goods are seized in any legal proceeding.

remedies available to us. We may at our option: a) demand that the full balance owing be paid immediately, b) take possession of the Goods according to applicable law, c) commence legal proceedings for the recovery of the balance owing, d) process an electronic payment from your account up to a maximum of the outstanding balance, e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

16. Assignment: You understand we may sell or assign this Agreement to a third party without prior notice to you or without your consent. The assignee will then be entitled to all payments and rights to which Skymark is and was entitled under this Agreement.

17. Waiver: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing.

18. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque or PAD form ("Your Account") for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us in writing of any change in Your Account information before the next payment due date. You direct the financial institution at which your account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of your account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this section will be effective on the 10th day following receipt by us of your written notice of cancellation and will not affect your obligation to make the payments required under this Agreement. If a payment date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

19. Extensions and Renewals: The term of this Agreement will automatically renew for successive 12 month periods, until the outstanding balance has been paid in full.

20. Personal Information: We may collect credit, identity and any financially related information about you during the course of your relationship with us from credit bureaus, other financial institutions and references ("Information"). We may also disclose information to credit bureaus, financial institutions and assignees of this Agreement and to outside providers of services to you. We and these parties may use information to identify you to understand your needs and eligibility for this Agreement, to process PADs and to recommend and market particular products and services. Information collected will be kept in a separate customer file managed by Skymark at its offices in Mississauga, Ontario. You have the right to access this information. You may obtain our privacy code, ask us to correct information or tell us to stop using information for any of these purposes at any time by contacting us at Skymark Finance Corporation, 46 Village Centre Place, Mississauga, Ontario, L4Z 1V9. Phone - 1 (866) 380-9979, FAX - 1 (866) 696-0509. Email: info@skymarkfinance.ca.

21. Applicable Law: This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.

22. Electronic Version of this Agreement: We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

23. Your Rights under the Consumer Protection Act, 2002 You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10 - day period.

If the supplier does not make delivery within thirty (30) days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligation thirty (30) days after the commencement specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier request in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossess the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

APPLICANT INITIALS CO-APPLICANT INITIALS CO-APPLICANT INITIALS

Replaced. 5'

HOME IMPROVEMENT CREDIT APPLICATION AND AGREEMENT

| HOMEOWNER INFORMATION | | PRINT NEATLY IN CAPITAL LETTERS | |
|---|-------------------------------------|---------------------------------------|----------------|
| APPLICANT FIRST NAME GOLDEN MILE FOOD CORPORATION | APPLICANT LAST NAME | APPLICANT E-MAIL (MANDATORY) | |
| CO-APPLICANT FIRST NAME | CO-APPLICANT LAST NAME | CO-APPLICANT E-MAIL (MANDATORY) | |
| INSTALLATION ADDRESS 155 ADAMS BLVD. | | | |
| CITY BRANFORD, ON | POSTAL CODE N3S 7V8 | HOME PHONE 905-781-0575 | |
| APPLICANT DL# OR OTHER ID | APPLICANT SIN ORIGINAL | APPLICANT DOB 02/10/1956 | CELL PHONE |
| CO-APPLICANT DL# OR OTHER ID | CO-APPLICANT SIN ORIGINAL | CO-APPLICANT DOB MM/DD/YYYY | CELL PHONE |
| APPLICANT EMPLOYER | APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |
| CO-APPLICANT EMPLOYER | CO-APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |

| DISCLOSURE OF CREDIT COSTS (O.A.C) | | Term 12 Months | |
|------------------------------------|---------------------|---|------------------------------------|
| ① TOTAL AMOUNT FINANCED | \$879,500 | <input checked="" type="checkbox"/> Deferred Payment | 6 Months |
| ② INTEREST RATE PER ANNUM | 9.95% | <input checked="" type="checkbox"/> 1ST <input type="checkbox"/> 15 | PAP DATE (VOID CHEQUE REQUIRED) |
| ③ TOTAL COST OF BORROWING | \$87,510.25 | 07/01/2019 First Payment Date | |
| ④ TOTAL AMOUNT PAYABLE | \$967,010.25 | Interest accrues during the Deferral Period. No interest is payable if the Total Amount Financed is paid in full before the expiration of the Deferral Period. After the Deferral Period, if the Total Amount Financed has not been paid, all accrued interest shall be due and payable pursuant to s. 5 on the reverse side of this Agreement. | |
| ⑤ INTEREST ONLY MONTHLY PAYMENT | \$ 7,292.52 | EQUIPMENT DESCRIPTION : SEE SCHEDULE "A" | |
| | | REQUESTED PAP AMOUNT | |

By signing this Credit Application and Agreement ("Agreement") (1) You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship (2) **you have read and agree to all the terms on the front and back of this Agreement including the Acknowledgements in s. 1, the Deferral Period set out in s. 5 and the Default Interest Rate Increase in s. 7** (3) you have read and you consent to the collection and use of Information as set out in s. 20 (4) you authorize pre-authorized payments (5) you acknowledge receipt of the duplicate copy of this Agreement on the date set out below (6) your Interest Only Monthly Payments to Skymark Finance Corporation ("Skymark") will begin on the First Payment Date and (7) you declare that you are not acting on behalf of any third-party and that there are no beneficial owners. **Your "Consumer Rights" are outlined in s. 23 of the Terms and Conditions of this Agreement.**

SANTOSH MAHAL *S. Mahal* 01/22/2019
 Applicant Print Name Applicant Signature

 Co-Applicant Print Name Co-Applicant Signature

 Co-Applicant Print Name Co-Applicant Signature

| | | |
|--|---------------------|---------------------|
| Representative Signature on behalf of the Vendor | Representative Name | VENDOR COMPANY NAME |
|--|---------------------|---------------------|

1. Acknowledgements: In consideration of Skymark considering and approving your application, entering into this Agreement and Skymark extending you credit for the purchase of the goods and/or services ("Goods"), you hereby agree to be bound by the Terms and Conditions of this Agreement.

2. Definitions: The words "you", "your" and "yours" mean the Applicant and each Co-Applicant. The words "we", "us" and "our" mean Skymark. The merchant or supplier of the Goods ("Vendor") is our agent only for the purposes of assisting you with completing this Agreement and submitting it to us for approval, after you have reviewed, approved and signed the Agreement.

3. Agreement to Pay: You hereby agree to pay the Total Amount Financed as set out in this Agreement (i.e.: Disclosure of Credit Costs) and all applicable interest and fees as outlined in these Terms and Conditions (collectively, "Your Debt").

4. Interest Rate: You hereby agree to pay the Interest Rate as set out in the Disclosure of Credit Costs section of this Agreement. You hereby agree that all of Your Debt to us shall bear interest before and after maturity and before and after default and judgement at the applicable interest rate. Interest on this Agreement begins to accrue immediately on the date this Agreement is accepted by Skymark unless payment is made in full during the Deferral Period as described in Section 5 below.

5. Deferral Period: If you pay the Total Amount Financed for the Goods on or before the expiration of the Deferral Period, as set out on the face page of this Agreement we will waive all interest accrued on Your Debt. However, if you do not pay the Total Amount Financed on or before the expiration of the Deferral Period, interest on Your Debt will accrue as of the date this Agreement is accepted by Skymark, unless otherwise determined by us. You hereby agree that Skymark may, in its sole discretion, apply and charge such accrued interest as a lump sum at any time over the Term of this Agreement or adjust your monthly payments to account for such interest.

6. Prepayment: You may prepay in full Your Debt under this Agreement at any time without penalty. You may also pay any amount greater than the regular Interest Only Monthly Payment amount on any regular scheduled date for payment. If you wish to schedule a PAP amount greater than the Interest Only Monthly Payment amount required under this Agreement, you may do so by filing in the Requested PAP Amount in the Disclosure of Credit Costs section on the face page of this Agreement.

7. Default Interest Rate Increase: You hereby acknowledge and agree that an additional annual rate of interest equal to 9.95% will be added to the interest rate set out in the Disclosure of Credit Costs section of this Agreement upon an event of Default (as defined hereunder). This new interest rate will apply for the remainder of this Agreement and the amount of your monthly payment may be increased as a result. For example: If the interest rate set out in the Disclosure of Credit Costs section is 9.95%, then upon you failing to make a payment on time the interest rate on your Agreement will increase to 19.9% until your debt is paid in full.

8. Fees: You acknowledge and agree to pay Skymark the following fees (collectively "Fees"), as they may apply, which amounts will be added to the balance owing by you to Skymark: a) a late fee of \$50.00 for each billing cycle in which your Monthly Payment is not received by the monthly payment due date, b) a dishonored payment fee in the amount of \$75.00 in respect of each payment of yours which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.), c) a default letter fee of \$125.00 for preparation of a letter of default, d) a legal administration fee of \$750.00 for the preparation of a file commencing legal action, e) all expenses for registration, maintaining and discharging the security including a \$190.00 registration fee and a \$110.00 discharge fee. All fees are cumulative and not alternative. Outstanding fees shall be added to the principle amount owed for the purposes of calculating interest.

9. Security Interest: In return for Skymark extending you credit under this Agreement you hereby grant to us a security interest in and to the Goods and all proceeds of the Goods until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Goods, including against the title to the premises where the Goods are located. You agree to assist us in executing any documents necessary to protect our security interest. You acknowledge that Skymark may file a financing statement under the applicable Personal Property Security Act. You understand and acknowledge that Skymark and any assignee of Skymark, retains a continuing security interest in the Goods until payment in full of your obligations under this Agreement. Furthermore, you agree not to transfer possession or control of the Goods to any other person without first notifying us by registered mail of your intention, and obtaining our written consent to do so.

10. Insurance: It is your obligation to keep the Goods insured against fire and theft. You acknowledge that any loss, injury or destruction of the Goods does not relieve you of your obligation to pay the full amount owed under this Agreement.

11. Warranties: You acknowledge that you signed a purchase order with the Vendor to purchase the Goods for an amount equal to the Total Amount Financed. You further acknowledge that we make no representation or warranties as to the merchantability, fitness for purpose, quality of performance of any of the Goods or the performance or fulfillment of any statement, representation, warranty or guaranty of the Vendor or manufacturer of the Goods. You hereby irrevocably authorize and direct Skymark to pay the Total Amount Financed to the Vendor. We have not made or given any warranties, representations or conditions whatsoever with respect to the Goods, your only claim will be against the Vendor and/or manufacturer of the Goods and you agree that Skymark will not be liable to you for any damages whatsoever. If you have any disputes or problems with the Vendor or manufacturer of the Goods, you must continue to make your monthly payment obligations under this Agreement.

12. Claims Against the Goods: You confirm that no one but Skymark has a legal security interest in the Goods. You will keep the Goods clear of all legal claims except the interests of Skymark. If you do not, Skymark may settle the claim and charge you any cost incurred, including any and all legal expenses.

13. Use of the Goods: You promise that you will keep possession of the Goods and that you will not sell, or lease, or transfer any interest in the Goods without the written permission of Skymark. You promise to keep the Goods in good repair and replace all worn, broken, or defective parts. You promise to keep the Goods in the premises stated on the face page of this Agreement, unless you have the written consent of Skymark.

14. Default: You will be considered in Default under the Terms and Conditions of this Agreement if: a) you fail to make payment on time, b) you fail to keep any promise you have made in this Agreement, c) you become insolvent or bankrupt, d) the Goods are lost or destroyed, e) the Goods are seized in any legal proceeding,

remedies available to us. We may at our option: a) demand that the full balance owing be paid immediately, b) take possession of the Goods according to applicable law, c) commence legal proceedings for the recovery of the balance owing, d) process an electronic payment from your account up to a maximum of the outstanding balance, e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

15. Assignment: You understand we may sell or assign this Agreement to a third party without prior notice to you or without your consent. The assignee will then be entitled to all payments and rights to which Skymark is and was entitled under this Agreement.

17. Waiver: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing.

18. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque or PAD form ("Your Account") for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us in writing of any change in Your Account information before the next payment due date. You direct the financial institution at which your account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of your account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this section will be effective on the 10th day following receipt by us of your written notice of cancellation and will not affect your obligation to make the payments required under this Agreement. If a payment date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

19. Extensions and Renewals: The term of this Agreement will automatically renew for successive 12 month periods, until the outstanding balance has been paid in full.

20. Personal Information: We may collect credit, identity and any financially related information about you during the course of your relationship with us from credit bureaus, other financial institutions and references ("Information"). We may also disclose Information to credit bureaus, financial institutions and assignees of this Agreement and to outside providers of services to you. We and these parties may use Information to identify you to understand your needs and eligibility for this Agreement, to process PADs and to recommend and market particular products and services. Information collected will be kept in a separate customer file managed by Skymark at its offices in Mississauga, Ontario. You have the right to access this information. You may obtain our privacy code, ask us to correct information or tell us to stop using information for any of these purposes at any time by contacting us at Skymark Finance Corporation, 46 Village Centre Place, Mississauga, Ontario, L4Z 1V9. Phone - 1 (866) 380-9979, FAX - 1 (866) 696-0509. Email: info@skymarkfinance.ca.

21. Applicable Law: This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.

22. Electronic Version of this Agreement: We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

23. Your Rights under the Consumer Protection Act, 2002
You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10 - day period. If the supplier does not make delivery within thirty (30) days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligation thirty (30) days after the commencement specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier request in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossess the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

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| APPLICANT INITIALS | CO-APPLICANT INITIALS | CO-APPLICANT INITIALS |
|--------------------|-----------------------|-----------------------|

HOME IMPROVEMENT CREDIT APPLICATION AND AGREEMENT

| HOMEOWNER INFORMATION | | PRINT NEATLY IN CAPITAL LETTERS | |
|---|------------------------|---------------------------------|-----------------------------------|
| APPLICANT FIRST NAME GOLDEN MILE FOOD CORPORATION | APPLICANT LAST NAME | APPLICANT E-MAIL (MANDATORY) | |
| CO-APPLICANT FIRST NAME | CO-APPLICANT LAST NAME | CO-APPLICANT E-MAIL (MANDATORY) | |
| INSTALLATION ADDRESS 155 ADAMS BLD. | | | |
| CITY BRANTFORD, ON | | POSTAL CODE N3S 7R8 | HOME PHONE |
| APPLICANT DL# OR OTHER ID | APPLICANT SIN | APPLICANT DOB | CELL PHONE 905-781-0575 |
| CO-APPLICANT DL# OR OTHER ID | CO-APPLICANT SIN | CO-APPLICANT DOB | CELL PHONE |
| APPLICANT EMPLOYER | APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |
| CO-APPLICANT EMPLOYER | CO-APPLICANT SALARY | YEARS THERE | BUSINESS PHONE |

| DISCLOSURE OF CREDIT COSTS (O.A.C) | | Term 12 Months | |
|------------------------------------|--------------------|---|--|
| ① TOTAL AMOUNT FINANCED | \$2,680,000 | <input checked="" type="checkbox"/> Deferred Payment | 6 Months |
| ② INTEREST RATE PER ANNUM | 10.95% | <input type="checkbox"/> 1ST | <input checked="" type="checkbox"/> 15 PAP DATE (VOID CHEQUE REQUIRED) |
| ③ TOTAL COST OF BORROWING | \$293,460 | 06 01 2019 First Payment Date | |
| ④ TOTAL AMOUNT PAYABLE | \$2,973,460 | Interest accrues during the Deferral Period. No interest is payable if the Total Amount Financed is paid in full before the expiration of the Deferral Period. After the Deferral Period, if the Total Amount Financed has not been paid, all accrued interest shall be due and payable pursuant to s. 5 on the reverse side of this Agreement. | |
| ⑤ INTEREST ONLY MONTHLY PAYMENT | \$24,455 | EQUIPMENT DESCRIPTION : SEE SCHEDULE "A" | |
| | | REQUESTED PAP AMOUNT | |

By signing this Credit Application and Agreement ("Agreement") (1) You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship (2) **you have read and agree to all the terms on the front and back of this Agreement including the Acknowledgements in s. 1, the Deferral Period set out in s. 5 and the Default Interest Rate Increase in s. 7** (3) you have read and you consent to the collection and use of Information as set out in s. 20 (4) you authorize pre-authorized payments (5) you acknowledge receipt of the duplicate copy of this Agreement on the date set out below (6) your Interest Only Monthly Payments to Skymark Finance Corporation ("Skymark") will begin on the First Payment Date and (7) you declare that you are not acting on behalf of any third-party and that there are no beneficial owners. **Your "Consumer Rights" are outlined in s. 23 of the Terms and Conditions of this Agreement.**

| | | |
|--|----------------------------|------------|
| SANTOSH MAHAL Applicant Print Name | Applicant Signature | MM/DD/YYYY |
| Co-Applicant Print Name | Co-Applicant Signature | MM/DD/YYYY |
| Co-Applicant Print Name | Co-Applicant Signature | MM/DD/YYYY |

| Representative Signature on behalf of the Vendor | Representative Name | VENDOR COMPANY NAME |
|--|---------------------|---------------------|
| | | |

1. Acknowledgements: In consideration of Skymark considering and approving your application, entering into this Agreement and Skymark extending you credit for the purchase of the goods and/or services ("Goods"), you hereby agree to be bound by the Terms and Conditions of this Agreement.

2. Definitions: The words "you", "your" and "yours" mean the Applicant and each Co-Applicant. The words "we", "us" and "our" mean Skymark. The merchant or supplier of the Goods ("Vendor") is our agent only for the purposes of assisting you with completing this Agreement and submitting it to us for approval, after you have reviewed, approved and signed the Agreement.

3. Agreement to Pay: You hereby agree to pay the Total Amount Financed as set out in this Agreement (i.e.: Disclosure of Credit Costs) and all applicable interest and fees as outlined in these Terms and Conditions (collectively, "Your Debt").

4. Interest Rate: You hereby agree to pay the Interest Rate as set out in the Disclosure of Credit Costs section of this Agreement. You hereby agree that all of Your Debt to us shall bear interest before and after maturity and before and after default and judgement at the applicable interest rate. Interest on this Agreement begins to accrue immediately on the date this Agreement is accepted by Skymark unless payment is made in full during the Deferral Period as described in Section 5 below.

5. Deferral Period: If you pay the Total Amount Financed for the Goods on or before the expiration of the Deferral Period, as set out on the face page of this Agreement we will waive all interest accrued on Your Debt. However, if you do not pay the Total Amount Financed on or before the expiration of the Deferral Period, interest on Your Debt will accrue as of the date this Agreement is accepted by Skymark, unless otherwise determined by us. You hereby agree that Skymark may, in its sole discretion, apply and charge such accrued interest as a lump sum at any time over the Term of this Agreement or adjust your monthly payments to account for such interest.

6. Prepayment: You may prepay in full Your Debt under this Agreement at any time without penalty. You may also pay any amount greater than the regular Interest Only Monthly Payment amount on any regular scheduled date for payment. If you wish to schedule a PAP amount greater than the Interest Only Monthly Payment amount required under this Agreement, you may do so by filing in the Requested PAP Amount in the Disclosure of Credit Costs section on the face page of this Agreement.

7. Default Interest Rate Increase: You hereby acknowledge and agree that an additional annual rate of interest equal to 9.95% will be added to the interest rate set out in the Disclosure of Credit Costs section of this Agreement upon an event of Default (as defined hereunder). This new interest rate will apply for the remainder of this Agreement and the amount of your monthly payment may be increased as a result. For example: If the interest rate set out in the Disclosure of Credit Costs section is 9.95%, then upon you failing to make a payment on time the interest rate on your Agreement will increase to 19.9% until your debt is paid in full.

8. Fees: You acknowledge and agree to pay Skymark the following fees (collectively "Fees"), as they may apply, which amounts will be added to the balance owing by you to Skymark: a) a late fee of \$50.00 for each billing cycle in which your Monthly Payment is not received by the monthly payment due date, b) a dishonored payment fee in the amount of \$75.00 in respect of each payment of yours which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.), c) a default letter fee of \$125.00 for preparation of a letter of default, d) a legal administration fee of \$750.00 for the preparation of a file commencing legal action, e) all expenses for registration, maintaining and discharging the security including a \$190.00 registration fee and a \$110.00 discharge fee. All fees are cumulative and not alternative. Outstanding fees shall be added to the principle amount owed for the purposes of calculating interest.

9. Security Interest: In return for Skymark extending you credit under this Agreement you hereby grant to us a security interest in and to the Goods and all proceeds of the Goods until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Goods, including against the title to the premises where the Goods are located. You agree to assist us in executing any documents necessary to protect our security interest. You acknowledge that Skymark may file a financing statement under the applicable Personal Property Security Act. You understand and acknowledge that Skymark and any assignee of Skymark, retains a continuing security interest in the Goods until payment in full of your obligations under this Agreement. Furthermore, you agree not to transfer possession or control of the Goods to any other person without first notifying us by registered mail of your intention, and obtaining our written consent to do so.

10. Insurance: It is your obligation to keep the Goods insured against fire and theft. You acknowledge that any loss, injury or destruction of the Goods does not relieve you of your obligation to pay the full amount owed under this Agreement.

11. Warranties: You acknowledge that you signed a purchase order with the Vendor to purchase the Goods for an amount equal to the Total Amount Financed. You further acknowledge that we make no representation or warranties as to the merchantability, fitness for purpose, quality of performance of any of the Goods or the performance or fulfillment of any statement, representation, warranty or guaranty of the Vendor or manufacturer of the Goods. You hereby irrevocably authorize and direct Skymark to pay the Total Amount Financed to the Vendor. We have not made or given any warranties, representations or conditions whatsoever with respect to the Goods, your only claim will be against the Vendor and/or manufacturer of the Goods and you agree that Skymark will not be liable to you for any damages whatsoever. If you have any disputes or problems with the Vendor or manufacturer of the Goods, you must continue to make your monthly payment obligations under this Agreement.

12. Claims Against the Goods: You confirm that no one but Skymark has a legal security interest in the Goods. You will keep the Goods clear of all legal claims except the interests of Skymark. If you do not, Skymark may settle the claim and charge you any cost incurred, including any and all legal expenses.

13. Use of the Goods: You promise that you will keep possession of the Goods and that you will not sell, or lease, or transfer any interest in the Goods without the written permission of Skymark. You promise to keep the Goods in good repair and replace all worn, broken, or defective parts. You promise to keep the Goods in the premises stated on the face page of this Agreement, unless you have the written consent of Skymark.

14. Default: You will be considered in Default under the Terms and Conditions of this Agreement if: a) you fail to make payment on time, b) you fail to keep any promise you have made in this Agreement, c) you become insolvent or bankrupt, d) the Goods are lost or destroyed, e) the Goods are seized in any legal proceeding,

remedies available to us. We may at our option: a) demand that the full balance owing be paid immediately, b) take possession of the Goods according to applicable law, c) commence legal proceedings for the recovery of the balance owing, d) process an electronic payment from your account up to a maximum of the outstanding balance, e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

15. Assignment: You understand we may sell or assign this Agreement to a third party without prior notice to you or without your consent. The assignee will then be entitled to all payments and rights to which Skymark is and was entitled under this Agreement.

17. Waiver: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing.

18. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque or PAD form ("Your Account") for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us in writing of any change in Your Account information before the next payment due date. You direct the financial institution at which your account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of your account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this section will be effective on the 10th day following receipt by us of your written notice of cancellation and will not affect your obligation to make the payments required under this Agreement. If a payment date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

19. Extensions and Renewals: The term of this Agreement will automatically renew for successive 12 month periods, until the outstanding balance has been paid in full.

20. Personal Information: We may collect credit, identity and any financially related information about you during the course of your relationship with us from credit bureaus, other financial institutions and references ("Information"). We may also disclose information to credit bureaus, financial institutions and assignees of this Agreement and to outside providers of services to you. We and these parties may use information to identify you to understand your needs and eligibility for this Agreement, to process PADs and to recommend and market particular products and services. Information collected will be kept in a separate customer file managed by Skymark at its offices in Mississauga, Ontario. You have the right to access this information. You may obtain our privacy code, ask us to correct information or tell us to stop using information for any of these purposes at any time by contacting us at Skymark Finance Corporation, 46 Village Centre Place, Mississauga, Ontario, L4Z 1V9. Phone - 1 (866) 380-9979, FAX - 1 (866) 696-0509. Email: info@skymarkfinance.ca.

21. Applicable Law: This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.

22. Electronic Version of this Agreement: We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

23. Your Rights under the Consumer Protection Act, 2002
You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10 - day period. If the supplier does not make delivery within thirty (30) days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligation thirty (30) days after the commencement specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30 - day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier request in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossess the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

APPLICANT INITIALS CO-APPLICANT INITIALS CO-APPLICANT INITIALS

**THIS IS EXHIBIT "I" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE 2021**



A Commissioner etc.

SCHEDULE "A"

GOLDEN MILE FOOD CORP.

| SERIAL NO | Nature / Description | boxes | weight (kg) | unit | Price | Total (\$) |
|---------------------|---|-------|-------------|------|---------|------------|
| IMS201700000472 | FLOUR MILLING MACHINE AND EQUIPMENT | 7 | 21,650 | 1 | 182,800 | 182,800 |
| | MULTIMILLA ROLLER MILL MML 4/25100 | | | 7 | | |
| | ROLL CARRIER 100 | | | 7 | | |
| IMS201700000473 | FLOUR MILLING MACHINE AND EQUIPMENT | 10 | 15,250 | 1 | 119,300 | 119,300 |
| | AIR RECYCLING TARAR 100 | | | 2 | | |
| | BLOWER TH-65 | | | 3 | | |
| | MULTIMILLA ROLLER MILL MML 4/25100 | | | 4 | | |
| | ROLL CARRIER 100 | | | 4 | | |
| | PNEUMATIC CYCLONE | | | 55 | | |
| IMS201700000474 | FLOUR MILLING MACHINE AND EQUIPMENT | 27 | 10,500 | 1 | 27,800 | 27,800 |
| | VIBRO DISCHARGER 250 Q500 | | | 4 | | |
| | BLOWER TH-65 | | | 1 | | |
| | PNEUMATIC COLLECTOR + ELBOW SET | | | 1 | | |
| | STEEL PIPE | | | 1086 | | |
| IMS201700000475 | FLOUR MILLING MACHINE AND EQUIPMENT | 165 | 13,650 | 1 | 29,800 | 29,800 |
| | STEEL PIPE | | | 1326 | | |
| | ELBOW | | | 129 | | |
| | PNEUMATIC COLLECTOR + ELBOW SET | | | 1 | | |
| | SILENCER Q875 | | | 1 | | |
| IMS201700000476 | FLOUR MILLING MACHINE AND EQUIPMENT | 16 | 8,950 | 1 | 46,200 | 46,200 |
| | WHEAT IMPACT SCOURER SHEET 55*80 | | | 1 | | |
| | AIR RECYCLING TARAR 100 | | | 2 | | |
| | BLOWER TH-80 | | | 1 | | |
| | BLOWER TH-50 | | | 1 | | |
| | BLOWER TH-125 | | | 1 | | |
| | BLOWER AIR LOCK Q240 | | | 31 | | |
| | VIBRO FEEDER WITH BIG RESERVOIR | | | 4 | | |
| | FLOW PIPS Q120 CRNI | | | 375 | | |
| | GLASS PIPE FLANGE FOR BLOWER | | | 10 | | |
| | RESPIRATION CAGE | | | 17 | | |
| | STOVE INJECTOR | | | 68 | | |
| | STEEL PIPE CLAMPS | | | 526 | | |
| | PROFILE | | | 60 | | |
| IMS201700000477 | FLOUR MILLING MACHINE AND EQUIPMENT | 11 | 7,500 | 1 | 31,600 | 31,600 |
| | VIBRO DISCHARGER 250 Q500 | | | 8 | | |
| | SILENCER Q875 | | | 1 | | |
| | BLOWER AIR LOCK Q240 | | | 16 | | |
| | VIBRO DISCHARGER HANGING MATERIALS 160 | | | 8 | | |
| | FLANGE | | | 320 | | |
| | ELBOW | | | 49 | | |
| | AIR LOCK MID SHAFT | | | 40 | | |
| | WHEAT IMPACT SCOURER BELT + PULLEY SET | | | 4 | | |
| IMS201700000478 | FLOUR MILLING MACHINE AND EQUIPMENT | 11 | 9,300 | 1 | 64,300 | 64,300 |
| | VIBRO DISCHARGER 160 | | | 8 | | |
| | TUBULAR MAGNET WITH FLANGE | | | 4 | | |
| | BLOWER TH-80 | | | 2 | | |
| | AIR LOCK Q240 | | | 33 | | |
| | GEAR 5/8*20 Q30 | | | 105 | | |
| | VOLUMETRIC MESURER BIG TYPE MMA 30 | | | 6 | | |
| FLOW PIPS Q120 CRNI | | | 415 | | | |
| IMS201700000279 | FLOUR MILLING MACHINE AND EQUIPMENT | 79 | 7,650 | 1 | 20,000 | 20,000 |
| | VIBRO DISCHARGER 250 | | | 7 | | |
| | BLOWER TH-50 | | | 1 | | |
| | PNEUMATIC CYCLONE TRIPDD | | | 16 | | |
| | DIVIDER MRD 8 | | | 1 | | |
| | VIBRO DISCHARGER HANGING PIPE | | | 54 | | |
| IMS201700000480 | FLOUR MILLING MACHINE AND EQUIPMENT | 38 | 7,820 | 1 | 140,200 | 140,200 |
| | AUTOMATIC BAGGING SCALE (WITH SIX HEADS) | | | 1 | | |
| | AUTOMATIC BAGGING SCALE (WITH ONE HEAD) | | | 1 | | |
| | MICRO FEEDER (WITH INVERTER) | | | 4 | | |
| IMS201700000481 | MACHINERY & EQUIPMENT FOR A COMPLETE FLOUR MILL WITH THE CAPACITY OF 600 TONS | 11 | 8,800 | 1 | 38,000 | 38,000 |
| | WHEAT IMPACT SCOURER 55*80 25T/H | | | 1 | | |
| | BRAN FINISHER 40*100 | | | 6 | | |
| | BLOWER TH-150A | | | 3 | | |
| | MATERIALS OF AUTOMATIC BAGGING SCALE (SIX HEADS) | | | 1 | | |
| TOTAL | | 375 | 111,070 | | | \$700,000 |

*payment conditions: %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS

✓ \$525,000.00
529,500

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000472

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| NATURE OF GOODS | UNIT | UNIT PRICE (USD) | VALUE AMOUNT (USD) |
|-------------------------------------|-------------|-----------------------------|-------------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | 1 | 182,800 | 182,800 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 7 BOXES
GROSS 21650 KG
WEIGHT

TOTAL AMOUNT 182,800 \$
EXWORK KONYA TURKEY

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000475

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| NATURE OF GOODS | UNIT | UNIT PRICE (USD) | VALUE AMOUNT (USD) |
|--|-------------|-----------------------------|-------------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | 1 | 29,800 | 29,800 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 165 BOXES
GROSS 13650 KG
WEIGHT

TOTAL AMOUNT 29,800 \$
EXWORK KONYA TURKEY

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000478

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| <u>NATURE OF GOODS</u> | <u>UNIT</u> | <u>UNIT PRICE (USD)</u> | <u>VALUE AMOUNT (USD)</u> |
|-------------------------------------|-------------|-----------------------------|-------------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | 1 | 64,300 | 64,300 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 11 BOXES
GROSS 9300 KG
WEIGHT

TOTAL AMOUNT 64,300 \$
EXWORK KONYA TURKEY

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000279

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| NATURE OF GOODS | UNIT | UNIT PRICE (USD) | VALUE AMOUNT (USD) |
|-------------------------------------|-------------|-----------------------------|-------------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | 1 | 20,000 | 20,000 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 79 BOXES
GROSS 7650 KG
WEIGHT

TOTAL AMOUNT 20,000 \$
EXWORK KONYA TURKEY

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000480

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| <u>NATURE OF GOODS</u> | <u>UNIT</u> | <u>UNIT PRICE (USD)</u> | <u>VALUE AMOUNT (USD)</u> |
|-------------------------------------|-------------|-----------------------------|-------------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | 1 | 140,200 | 140,200 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 38 BOXES
GROSS 7820 KG
WEIGHT

TOTAL AMOUNT 140,200 \$
EXWORK KONYA TURKEY

COMMERCIAL INVOICE
SERIAL NO:IMS2017000000481

SELLER: İMAŞ MAKİNA SANAYİ A.Ş.
BÜYÜKKAYACIK MAH. 407 NOLU SOK.
NO:8 42250 SELÇUKLU KONYA TURKEY

11.09.2017

TO: GOLDEN MILE FOOD CORP.
CANADA

| NATURE OF GOODS | UNIT | UNIT PRICE (USD) | VALUE AMOUNT (USD) |
|--|-------------|-----------------------------|-------------------------------|
| MACHINERY & EQUIPMENT FOR A COMPLETE FLOUR MILL WITH THE CAPACITY OF 600 TONS | 1 | 38,000 | 38,000 \$ |

PAYMENT %25 CASH IN ADVANCE & %75 AGAINST COPY OF SHIPPING DOCUMENTS
ONLY 11 BOXES
GROSS 8300 KG
WEIGHT

TOTAL AMOUNT 38,000 \$
EXWORK KONYA TURKEY

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|------------------------------------|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | MULTIMILLA ROLLER MILL MML 4/25100 | 7 | UNIT | 7 21650 |
| 2 | ROLL CARRIER 100 | 7 | UNIT | |
| | | | 7 | 21650 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MRKU 2347353**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|------------------------------------|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | AIR RECYCLING TARAR 100 | 2 | UNIT | 15250 |
| 2 | BLOWER TH-65 | 3 | UNIT | |
| 3 | MULTIMILLA ROLLER MILL MML 4/25100 | 4 | UNIT | |
| 4 | ROLL CARRIER 100 | 4 | UNIT | |
| 5 | PNEUMATIC CYCLONE | 55 | UNIT | |
| 6 | ALUMINIUM CYCLONE CLACK | 55 | UNIT | |
| | | | 10 | 15250 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****DAYU 6111592**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|---------------------------------|------|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 Q500 | 4 | UNIT | 10500 |
| 2 | BLOWER TH-65 | 1 | UNIT | |
| 3 | PNEUMATIC COLLECTOR + ELBOW SET | 1 | SET | |
| 4 | STEEL PIPE | 1086 | MT | |
| | | | 27 | 10500 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****TRLU 6964573**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|---------------------------------|------|------------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | STEEL PIPE | 1326 | MT | 27 |
| 2 | ELBOW | 129 | UNIT | 129 |
| 3 | PNEUMATIC COLLECTOR + ELBOW SET | 1 | SET | 8 |
| 4 | SILENCER Q875 | 1 | UNIT | 1 |
| | | | 165 | 13650 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MAEU 4041448**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | UNIT | BOX | GROSS WEIGHT Kg.- |
|--|----------------------------------|-----|------|-----|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | | |
| 1 | WHEAT IMPACT SCOURER SHEET 55*80 | 1 | UNIT | 1 | 8950 |
| 2 | AIR RECYCLING TARAR 100 | 2 | UNIT | 2 | |
| 3 | BLOWER TH-80 | 1 | UNIT | 1 | |
| 4 | BLOWER TH-50 | 1 | UNIT | 1 | |
| 5 | BLOWER TH-125 | 1 | UNIT | 1 | |
| 6 | BLOWER AIR LOCK Q240 | 31 | UNIT | 4 | |
| 7 | VIBRO FEEDER WITH BIG RESERVOIR | 4 | UNIT | 4 | |
| 8 | FLOW PIPS Q120 CRNI | 375 | MT | 1 | |
| 9 | GLASS PIPE FLANGE FOR BLOWER | 10 | UNIT | 1 | |
| 10 | RESPIRATION CAGE | 17 | UNIT | | |
| 11 | STOVE INJECTOR | 68 | UNIT | | |
| 12 | STEEL PIPE CLAMPS | 526 | UNIT | | |
| 13 | PROFILE | 60 | UNIT | | |
| | | | | 16 | 8950 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MSKU 8288630**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 Q500 | 8 | UNIT | 7500 |
| 2 | SILENCER Q875 | 1 | UNIT | |
| 3 | BLOWER AIR LOCK Q240 | 16 | UNIT | |
| 4 | VIBRO DISCHARGER HANGING MATERIALS 160 | 8 | SET | |
| 5 | FLANGE | 320 | UNIT | |
| 6 | ELBOW | 49 | UNIT | |
| 7 | AIR LOCK MID SHAFT | 40 | UNIT | |
| 8 | WHEAT IMPACT SCOURER BELT + PULLEY SET | 4 | SET | |
| | | | 11 | 7500 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MAEU 4174040**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | UNIT | BOX | GROSS WEIGHT Kg.- |
|--|------------------------------------|-----|------|-----|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | | |
| 1 | VIBRO DISCHARGER 160 | 8 | UNIT | 4 | 9300 |
| 2 | TUBULAR MAGNET WITH FLANGE | 4 | UNIT | 1 | |
| 3 | BLOWER TH-80 | 2 | UNIT | 2 | |
| 4 | AIR LOCK Q240 | 33 | UNIT | 2 | |
| 5 | GEAR 5/8*20 Q30 | 105 | SET | | |
| 6 | VOLUMETRIC MESURER BIG TYPE MMA 30 | 6 | UNIT | 1 | |
| 7 | FLOW PIPS Q120 CRNI | 415 | MT | 1 | |
| | | | | 11 | 9300 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MRKU 5557158**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|-------------------------------|-----|-----------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 | 7 | UNIT | 7 |
| 2 | BLOWER TH-50 | 1 | UNIT | 1 |
| 3 | PNEUMATIC CYCLONE TRIPOD | 16 | UNIT | 16 |
| 4 | DIVIDER MRD 8 | 1 | UNIT | 1 |
| 5 | VIBRO DISCHARGER HANGING PIPE | 54 | UNIT | 54 |
| | | | 79 | 7650 |

BUYER**GOLDEN MILE FOOD CORP.
CANADA****CONTAINER NO:****MAEU 4116383**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | AUTOMATIC BAGGING SCALE (WITH SIX HEADS) | 1 | UNIT | 7820 |
| 2 | AUTOMATIC BAGGING SCALE (WITH ONE HEAD) | 1 | UNIT | |
| 3 | MICRO FEEDER (WITH INVERTER) | 4 | UNIT | |
| | | | 38 | 7820 |

BUYER

GOLDEN MILE FOOD CORP.
CANADA

CONTAINER NO:

MRKU 2943985

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | WHEAT IMPACT SCOURER 55*80 25T/H | 1 | UNIT | 8800 |
| 2 | BRAN FINISHER 40*100 | 6 | UNIT | |
| 3 | BLOWER TH-150A | 3 | UNIT | |
| 4 | MATERIALS OF AUTOMATIC BAGGING SCALE (SIX HEADS) | 1 | UNIT | |
| | | | 11 | 8800 |

BUYER

GOLDEN MILE FOOD CORP.
CANADA

CONTAINER NO:

MRKU 3831640



KTL Bill of Lading No: **KTLMER174571**

Booking Ref: **EXPMER17-0004129**

Shipper's Ref.:

| | | | |
|--|--|--|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:8 42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For delivery of Goods please apply to: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port Of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Vessel(s): MONTE ALEGRE | |
| Leading Marks and Numbers / Number and Kind of Packages or Pieces: 40HC - MRKU 234735-3 7 BOXES | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| Container Numbers: SEAL NO: ML-TR2310696 | | Measurement (m3) / Gross Weight (kgs): 21.650,00 KGS | |
| FREIGHT COLLECT | | TOTAL GROSS WEIGHT : 21.650,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734n | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| Rate: | | Per: | |
| Prepaid: | | Collect: | |
| Prepaid at: | | Collect at: TORONTO | |
| Exchange Rate: | | Exchange Rate: | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Date of Issue: 16.09.2017 | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | | |
| by _____ AS AGENTS OF KTL | | | |



COPY NOT NEGOTIABLE

KTL (ORDER) BILL OF LADING
FOR MARITIME OR COMBINED TRANSPORT

KTL Bill of Lading No: **KTLMER174572**

Booking Ref: **KTMPMER17-0004129**

Shipper's Ref.:

| | | | |
|--|--|---|--|
| Shipper's Name and Address: IMAS MAKINE SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:8 42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD ,#223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Delivery and Delivery Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD ,#223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Place of Delivery: | | Voyage Number: 734N | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Vessel(s): MONTE ALEGRE | |
| Leading Marks and Numbers / Number and Kind of Containers: 40HC - DAYU 611159-2 10 BOXES SEAL NO: ML-TR2310675 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| Measurement (m³) / Gross Weight (kgs): 15.250,00 KGS | | Freight and Charges: | |
| FREIGHT COLLECT | | TOTAL GROSS WEIGHT : 15.250,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | | |
| Revenue Tons: | | Rate: | |
| Per | | Prepaid: | |
| Collect: | | Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| Date of Issue: 16.09.2017 | | PAGE : 1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | | |
| by _____ AS AGENTS OF KTL | | | |



COPY NOT NEGOTIABLE

KTL (ORDER) BILL OF LADING
FOR MARITIME OR COMBINED TRANSPORT

KTL Bill of Lading No: **KTLMER174576**

Booking Ref: **EXP MER17-0004129**

Shipper's Ref.:

| | | | |
|--|--|--|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:8 42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For delivery of Goods please apply to: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Voyage Number: 734N | |
| Date of Loading: | | Vessel(s): MONTE ALEGRE | |
| Place of Receipt: | | Port Of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Place of Delivery: | | | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | | |
| Leading Marks and Numbers / Number and Kind of Packages or Pieces: 400T -MAEU 404144-8 165 BOXES SEAL NO: ML-TR3103622 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| Measurement (m3) / Gross Weight (kgs): 13.650,00 KGS | | | |
| FREIGHT COLLECT | | | |
| | | TOTAL GROSS WEIGHT : 13.650,00 KGS | |
| | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPER'S STOW, LOAD, COUNT AND SEAL | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | | |
| | | Prepaid at: | |
| | | Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| | | Date of Issue: 16.09.2017 | |
| | | PAGE : 1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | by _____ AS AGENTS OF KTL | |



COPY NOT NEGOTIABLE

**KTL (ORDER) BILL OF LADING
 FOR MARITIME OR COMBINED TRANSPORT**

KTL Bill of Lading No: **TLMER174577**

Booking Ref: **KPMER17-0004129**

Shipper's Ref.:

| | | | |
|---|--|---|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO: 42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP 800 SWINBOURNE DR MISSISSAUGA .ONTARIO L5V1J6 CANADA | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP 800 SWINBOURNE DR MISSISSAUGA .ONTARIO L5V1J6 CANADA | | For Delivery to Goods or to Shipper's Order: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Voyage Number: 734N | |
| Date of Loading: | | Vessel(s): MONTE ALEGRE | |
| Place of Receipt: | | Port Of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Place of Delivery: | | | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | | |
| Leading Marks and Numbers / Number and Kind of Containers: 40HC -MSKU 828863-0 16 BOXES SEAL NO: ML-TR2310697 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| Freight Collect | | Measurement (m3) / Gross Weight (kgs): 8.950,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | TOTAL GROSS WEIGHT : 8.950,00 KGS | |
| | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| SHIPPER'S STOW, LOAD, COUNT AND SEAL | | | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest In Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | | |
| Revenue Tons: | | Rate: | |
| | | Per | |
| | | Prepaid: | |
| | | Collect: | |
| | | Prepaid at: | |
| | | Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| | | Date of Issue: 16.09.2017 | |
| | | PAGE : 1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | by _____ AS AGENTS OF KTL | |



COPY NOT NEGOTIABLE

KTL (ORDER) BILL OF LADING
FOR MARITIME OR COMBINED TRANSPORT

KTL Bill of Lading No: **KTLMER174578**

Booking Ref: **KPMER17-0004129**

Shipper's Ref.:

| | | | |
|--|--|--|--|
| Shipper's Name and Address: IMAS MAKINE SAN. A.S. ORGANIZE SANAYI BOLGESI LALEHAN CAD. NO:61 KONYA | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Carriage and Goods, please apply to: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Vessel(s): MONTE ALEGRE | |
| Leading Marks and Numbers / Number and Kind of Packages or Pieces: Container Numbers: 40OT -MAEU 417404-0 11 BOXES SEAL NO: ML-TR315801 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT Measurement (m3) / Gross Weight (kgs): 7.500,00 KGS | |
| FREIGHT COLLECT | | TOTAL GROSS WEIGHT : 7.500,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| Rate: | | Per | |
| Prepaid: | | Collect: | |
| Prepaid at: | | Collect at: TORONTO | |
| Exchange Rate: | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Date of Issue: 16.09.2017 | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | PAGE : 1 / 1 | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | Stamp and Signature: | |
| | | by _____ AS AGENTS OF KTL | |



COPY NOT NEGOTIABLE

**KTL (ORDER) BILL OF LADING
FOR MARITIME OR COMBINED TRANSPORT**

| | | | | | |
|--|--|---|---|--|--|
| KTL Bill of Lading No: KTLMER174579 | | Booking Ref: KPMER17-0004129 | | Shipper's Ref.: | |
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:42250 SELCUKLU KONYA TURKEY | | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | | Actual Carrier's Name and Address: MAERSK | | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | | For General Conditions Made Applicable to COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | | |
| Date of Receipt: | | Date of Loading: | | Voyage Number: 734N | |
| Place of Receipt: | | Port of Loading: MERSIN | | Vessel(s): MONTE ALEGRE | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Port of Discharge: TORONTO | | Place of Delivery: | |
| Leading Marks and Numbers / Number and Kind of Packages or Pieces: 40HC - MRKU 555715-8 11 BOXES | | General Nature of Goods: SAID TO CONTAIN | | Measurement (m ³) / Gross Weight (kgs): 9.300,00 KGS | |
| Container Numbers: SEAL NO: ML-TR2310608 | | FLOUR MILLING MACHINE AND EQUIPMENT | | | |
| FREIGHT COLLECT | | | | | |
| | | | | TOTAL GROSS WEIGHT : 9.300,00 KGS | |
| | | SHIPPER'S STOW, LOAD, COUNT AND SEAL | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| ONE (1) CONTAINER(S) ONLY | | | | | |
| Onward Inland Routing / Export Instructions: | | | Value of Goods: | | |
| Point and Country of Origin: | | | Interest in Timely Delivery: | | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | | | |
| Freight and Charges: | | Revenue Tons: | | Rate: Per Prepaid: Collect: | |
| | | | | Prepaid at: Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | | Date of Issue: 16.09.2017 PAGE :1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | | Stamp and Signature: | | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | |
| | | | by _____ AS AGENTS OF KTL | | |



COPY NOT NEGOTIABLE

**KTL (ORDER) BILL OF LADING
FOR MARITIME OR COMBINED TRANSPORT**

KTL Bill of Lading No: **KTLMER174580**

Booking Ref: **RPMER17-0004129**

Shipper's Ref.:

| | | | |
|---|--|---|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE DR, MISSISSAUGA ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE DR, MISSISSAUGA ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Carriage Under This Bill of Lading: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Voyage Number: 734N | |
| Date of Loading: | | Vessel(s): MONTE ALEGRE | |
| Place of Receipt: | | Port Of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Place of Delivery: | | | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | | |
| Leading Marks and Numbers / | | Number and Kind of | |
| Container Numbers: | | General Nature of Goods: SAID TO CONTAIN | |
| 40OT -MAEU 411638-3 | | 79 BOXES | |
| SEAL NO: ML-TR3133470 | | FLOUR MILLING MACHINE AND EQUIPMENT | |
| FREIGHT COLLECT | | Measurement (m3) / Gross Weight (kgs): 7.650,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | TOTAL GROSS WEIGHT : 7.650,00 KGS | |
| SHIPPER'S STOW, LOAD, COUNT AND SEAL | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| | | Rate: | |
| | | Per | |
| | | Prepaid: | |
| | | Collect: | |
| | | Prepaid at: | |
| | | Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| | | Date of Issue: 16.09.2017 | |
| | | PAGE : 1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and Instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | by _____ | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | AS AGENTS OF KTL | |



KTL Bill of Lading No: KTLMER174581

Booking REF: KPMER17-0004129

Shipper's Ref.:

| | | | |
|--|--|---|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Delivery of Goods to the Shipper: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO, L4V 1R9 TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port of Transhipment: | |
| Port of Loading: MERSIN | | Port of Discharge: TORONTO | |
| Place of Delivery: | | Voyage Number: 734N | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Vessel(s): MONTE ALEGRE | |
| Leading Marks and Numbers / Number and Kind of Container Numbers: 40HC - MRKU 294398-5 38 BOXES SEAL NO: ML-TR2310700 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| Freight Collect | | Measurement (m3) / Gross Weight (kgs): 7.820,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPER'S STOW, LOAD, COUNT AND SEAL | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| Rate: | | Per Prepaid: | |
| Collect: | | Collect at: TORONTO | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| Date of Issue: 16.09.2017 | | PAGE : 1 / 1 | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | | |
| by _____ AS AGENTS OF KTL | | | |



KTL Bill of Lading No: **KTLMER174582**

Booking No: **KPKMER17-0004129**

Shipper's Ref.:

| | | | |
|--|--|---|--|
| Shipper's Name and Address: IMAS MAKINA SANAYI A.S. BUYUKKAYACIK MAH 407 NOLU SOK NO:42250 SELCUKLU KONYA TURKEY | | Forwarding Agent's Name and Address: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO. L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP, 800 SWINBOURNE.DR, MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Delivery of Goods, please apply to: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO. L4V 1R9 . TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port of Loading: MERSIN | |
| Date of Receipt: | | Port of Discharge: TORONTO | |
| Place of Receipt: | | Vessel(s): MONTE ALEGRE | |
| Port of Discharge: | | Voyage Number: 734N | |
| Place of Receipt: | | Place of Delivery: | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | | |
| Leading Marks and Numbers / Container Numbers: 40HC -MRKU 383164-0 SEAL NO: ML-TR2310682 | | Number and Kind of Packages or Pieces: 11 BOXES | |
| General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | | Measurement (m³) / Gross Weight (kgs): 8.800,00 KGS | |
| FREIGHT COLLECT | | TOTAL GROSS WEIGHT : 8.800,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPED ON BOARD 16.09.2017 MONTE ALEGRE 734N | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest In Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| Rate: | | Per | |
| Prepaid: | | Collect: | |
| Prepaid at: | | Collect at: TORONTO | |
| Exchange Rate: | | Exchange Rate: | |
| Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Date of Issue: 16.09.2017 | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Stamp and Signature: | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | by _____ | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | AS AGENTS OF KTL | |



| | | | |
|--|--|--|--|
| Consignee's Name and Address (unless provided otherwise, a consignment "To Order" shall mean "To Order of Shipper") GOLDEN MILES B&B CORP. 800 SWINBOURNE DR. MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | Actual Carrier's Name and Address: MAERSK | |
| Notify Party's Name and Address: GOLDEN MILES B&B CORP. 800 SWINBOURNE DR. MISSISSAUGA .ONTARIO L5V1J6 CANADA PH:905-781-0575 | | For Security Purposes Only: COLE INTERNATIONAL INC 5955 AIRPORT ROAD #223, MISSISSAUGA, ONTARIO. L4V 1R9, TORONTO CANADA TEL : 905-676-6146 FAX : 905-672-0244 | |
| Date of Receipt: | | Date of Loading: | |
| Place of Receipt: | | Port of Loading: MERSIN | |
| Shipper's Declarations and Instructions and, if any, KTL's Reservations with Regard to Shipper's Declarations | | Port of Discharge: TORONTO | |
| Leading Marks and Numbers / Number and Kind of Packages or Pieces: Container Numbers: 40HC - MRKU 383164-0 11 BOXES SEAL NO: ML-TR2310682 | | General Nature of Goods: SAID TO CONTAIN FLOUR MILLING MACHINE AND EQUIPMENT | |
| FREIGHT COLLECT | | Measurement (m3) / Gross Weight (kgs): 8.800,00 KGS | |
| ONE (1) CONTAINER(S) ONLY | | SHIPPER'S STOW, LOAD, COUNT AND SEAL | |
| Onward Inland Routing / Export Instructions: | | Value of Goods: | |
| Point and Country of Origin: | | Interest in Timely Delivery: | |
| Apparent Order and Condition of Goods as Noted by Carrier | | | |
| Freight and Charges: | | Revenue Tons: | |
| Rate: | | Per: | |
| Prepaid: | | Collect: | |
| Cargo Insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered under attached Policy | | Exchange Rate: | |
| Number of Original KTL Bill of Lading: THREE (3) | | Place of Issue: MERSIN | |
| One of the original KTL Bills of Lading shall be surrendered duly endorsed in exchange for Goods. | | Date of Issue: 16.09.2017 | |
| Goods and instructions are accepted and dealt with subject to the terms of the KTL Bill of Lading printed, stamped or otherwise incorporated at the front or backside. | | Stamp and Signature: | |
| In witness whereof the original KTL Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the others to be void. | | by _____ AS AGENTS OF KTL | |

TOTAL GROSS WEIGHT :
8.800,00 KGS

SHIPPED ON BOARD
16.09.2017
MONTE ALEGRE
734N

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|---|------------|-------------|--------------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | MULTIMILLA ROLLER MILL MML 4/25100 | 7 | UNIT | 21650 |
| 2 | ROLL CARRIER 100 | 7 | UNIT | |
| | | | 7 | 21650 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MRKU 2347353**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|------------------------------------|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | AIR RECYCLING TARAR 100 | 2 | UNIT | 15250 |
| 2 | BLOWER TH-65 | 3 | UNIT | |
| 3 | MULTIMILLA ROLLER MILL MML 4/25100 | 4 | UNIT | |
| 4 | ROLL CARRIER 100 | 4 | UNIT | |
| 5 | PNEUMATIC CYCLONE | 55 | UNIT | |
| 6 | ALUMINIUM CYCLONE CLACK | 55 | UNIT | |
| | | | 10 | 15250 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**DAYU 6111592**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|---------------------------------|------|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 Q500 | 4 | UNIT | 10500 |
| 2 | BLOWER TH-65 | 1 | UNIT | |
| 3 | PNEUMATIC COLLECTOR + ELBOW SET | 1 | SET | |
| 4 | STEEL PIPE | 1086 | MT | |
| | | | 27 | 10500 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**TRLU 6964573**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|---------------------------------|------|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | STEEL PIPE | 1326 | MT | 27 |
| 2 | ELBOW | 129 | UNIT | 129 |
| 3 | PNEUMATIC COLLECTOR + ELBOW SET | 1 | SET | 8 |
| 4 | SILENCER Q875 | 1 | UNIT | 1 |
| | | | 165 | 13650 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MAEU 4041448**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | UNIT | BOX | GROSS WEIGHT Kg.- |
|--|----------------------------------|-----|------|-----|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | | |
| 1 | WHEAT IMPACT SCOURER SHEET 55*80 | 1 | UNIT | 1 | 8950 |
| 2 | AIR RECYCLING TARAR 100 | 2 | UNIT | 2 | |
| 3 | BLOWER TH-80 | 1 | UNIT | 1 | |
| 4 | BLOWER TH-50 | 1 | UNIT | 1 | |
| 5 | BLOWER TH-125 | 1 | UNIT | 1 | |
| 6 | BLOWER AIR LOCK Q240 | 31 | UNIT | 4 | |
| 7 | VIBRO FEEDER WITH BIG RESERVOIR | 4 | UNIT | 4 | |
| 8 | FLOW PIPS Q120 CRNI | 375 | MT | 1 | |
| 9 | GLASS PIPE FLANGE FOR BLOWER | 10 | UNIT | 1 | |
| 10 | RESPIRATION CAGE | 17 | UNIT | | |
| 11 | STOVE INJECTOR | 68 | UNIT | | |
| 12 | STEEL PIPE CLAMPS | 526 | UNIT | | |
| 13 | PROFILE | 60 | UNIT | | |
| | | | | 16 | 8950 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MSKU 8288630**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 Q500 | 8 | UNIT | 7500 |
| 2 | SILENCER Q875 | 1 | UNIT | |
| 3 | BLOWER AIR LOCK Q240 | 16 | UNIT | |
| 4 | VIBRO DISCHARGER HANGING MATERIALS 160 | 8 | SET | |
| 5 | FLANGE | 320 | UNIT | |
| 6 | ELBOW | 49 | UNIT | |
| 7 | AIR LOCK MID SHAFT | 40 | UNIT | |
| 8 | WHEAT IMPACT SCOURER BELT + PULLEY SET | 4 | SET | |
| | | | 11 | 7500 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MAEU 4174040**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | UNIT | BOX | GROSS WEIGHT Kg.- |
|--|------------------------------------|-----|------|-----|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | | |
| 1 | VIBRO DISCHARGER 160 | 8 | UNIT | 4 | 9300 |
| 2 | TUBULAR MAGNET WITH FLANGE | 4 | UNIT | 1 | |
| 3 | BLOWER TH-80 | 2 | UNIT | 2 | |
| 4 | AIR LOCK Q240 | 33 | UNIT | 2 | |
| 5 | GEAR 5/8*20 Q30 | 105 | SET | | |
| 6 | VOLUMETRIC MESURER BIG TYPE MMA 30 | 6 | UNIT | 1 | |
| 7 | FLOW PIPS Q120 CRNI | 415 | MT | 1 | |
| | | | | 11 | 9300 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MRKU 5557158**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|-------------------------------|-----|-----------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | VIBRO DISCHARGER 250 | 7 | UNIT | 7650 |
| 2 | BLOWER TH-50 | 1 | UNIT | |
| 3 | PNEUMATIC CYCLONE TRIPOD | 16 | UNIT | |
| 4 | DIVIDER MRD 8 | 1 | UNIT | |
| 5 | VIBRO DISCHARGER HANGING PIPE | 54 | UNIT | |
| | | | 79 | 7650 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MAEU 4116383**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | AUTOMATIC BAGGING SCALE (WITH SIX HEADS) | 1 | UNIT | 38 7820 |
| 2 | AUTOMATIC BAGGING SCALE (WITH ONE HEAD) | 1 | UNIT | |
| 3 | MICRO FEEDER (WITH INVERTER) | 4 | UNIT | |
| | | | 38 | 7820 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MRKU 2943985**

11.09.2017

PACKING LIST

| NO | DESCRIPTION | QTY | BOX | GROSS WEIGHT Kg.- |
|--|--|-----|------|-------------------|
| FLOUR MILLING MACHINE AND EQUIPMENT | | | | |
| 1 | WHEAT IMPACT SCOURER 55*80 25T/H | 1 | UNIT | 8800 |
| 2 | BRAN FINISHER 40*100 | 6 | UNIT | |
| 3 | BLOWER TH-150A | 3 | UNIT | |
| 4 | MATERIALS OF AUTOMATIC BAGGING SCALE (SIX HEADS) | 1 | UNIT | |
| | | | 11 | 8800 |

BUYER

**GOLDEN MILES B&B CORP
800 SWINBOURNE.DR
MISSISSAUGA .ONTARIO
L5V1J6
CANADA**

CONTAINER NO:**MRKU 3831640**

| | | | | | | |
|----|-------------------------|--|-------------|---------------------------|---------------------------|-------------|
| 1 | IMAS | | \$1,924,000 | 1.29 | \$2,481,960 | \$2,481,960 |
| 2 | DYANMIC | | \$337,500 | 1.29 | \$435,375 | \$435,375 |
| 3 | FAWEMA | | \$210,516 | 1.48 | \$311,564 | \$311,564 |
| | | | | | | \$3,228,899 |
| 3 | DUKE | | | | \$150,000 | |
| 4 | HORST | | | | \$524,241 | |
| 5 | ADVANCE | | | | \$730,824 | |
| 6 | FIKE | | | | \$500,000 | |
| 7 | TANKMARK | | | | \$268,842 | |
| 8 | BURN | | | | \$4,800 | |
| 9 | GRANT | | | | \$40,000 | |
| 10 | JENSON HUGH | | | | | |
| 11 | COHOON | | | | \$40,000 | |
| 12 | ELECTRICAL | | | | 1,000,000 | |
| 13 | Active Scale | Truck Scale | | 100,000 | 100,000 | |
| | HVAC 1 | HVAC Equipment for main plant Installation | | 206,000 100,000 | 206,000 100,000 | |
| | HVAC 2 | HVAC Equipment for pre-cleaning tower Installation | | 50,000 50,000 | 50,000 50,000 | |
| | Computer Equipment | Computers and data servers Networking Hardware | | 7,500 2,000 | 7,500 2,000 | |
| | Compressors | 22kW main plant compressor 15kW packaging compressor 5kw receiving building compressor | | 12,000 8,000 4,000 | 12,000 8,000 4,000 | |
| | Track Mobile Shunter | Used diesel based engine for first year | | 100,000 | 100,000 | |
| | Callidus Engineering | Initial Engagement and review HVAC Design and supervision Electrical Design | | 22,300 30,000 4,600 | 22,300 30,000 4,600 | |
| | Perten/FOSS | NIR Test equipment Mycotoxin Test Kit | | 300,000 4,000 | 300,000 4,000 | |
| | Stone milling equipment | Falling Number Test Instrument | | 30,000 100,000 | 30,000 100,000 | |
| | | | | | \$4,389,107.80 | |
| | | | | | \$7,618,006.48 | |



| | | | | | | |
|------------------------------------|--|----------------|--------------------------|-----------------|----------------|------------------|
| VICANO | | \$655,415.71 | IMAS | | \$1,061,080 | wire |
| CITY OF BRANTFORD | | \$749,751.21 | FAWEMA | | \$100,250 | wire |
| BRANTFORD POWER | | \$139,770.49 | FAWEMA | | | |
| TIMMINS MARTELLE | | \$1,666.75 | DYANMIC | | \$54,000 | wire |
| Fike | | \$89,852 | Dyannmic | | \$95,140 | wire |
| COHOON | | \$19,968.29 | | | | |
| COHOON | | \$28,166.32 | TANKMART | | \$40,000 | TD/cheque |
| GRANT | | \$3,376.93 | CVI SILO | | \$251,760.00 | wire |
| GRANT | | \$5,000.00 | CVI Silo | | \$272,000 | wire |
| GRANT | | \$6,075.45 | CVI Silo | | \$256,292.88 | wire |
| GRANT | | \$3,376.93 | CVI Silo | | \$264,285 | wire |
| GRANT | | \$2,542.50 | DUKE | | \$76,728 | wire |
| GRANT | | \$3,333.50 | DUKE ELECTRIC | | \$61,404 | Ceque/BM |
| GRANT | | \$1,017.00 | DUKE | | \$60,000 | Cheque/BM |
| GRANT | | \$5,000 | DUKE ELECTRIC | | \$120,000 | cheque/TD |
| GRANT | | \$6,075.00 | DUKE ELECTRIC | | \$160,000 | cheque/TD/Nov.15 |
| GRANT | | \$3,376.93 | DUKE ELECTRIC | | \$120,000 | cheque/TD/Nov.15 |
| GRANT | | \$2,542.50 | | | | |
| GRANT | | \$1,695.00 | | | | |
| GRANT | | \$254.25 | EARL HORST | | \$300,358 | Cheque/BM |
| GRANT | | \$3,060.46 | Earl Horst | | \$156,066.09 | cheque/TD |
| GRANT | | | Earl Horst | | \$241,285.16 | Cheque/BM |
| ADVANCE GRAIN | | \$16,316.40 | Earl Horst/april/26,2017 | | \$101,454.96 | Cheque/BM |
| ADVANCE GRAIN | | \$62,285.47 | Earl Horst | | \$125,342.21 | |
| ADVANCE GRAIN | | \$80,000.00 | Earl Horst | | | |
| Advancegrain/CH 00193 | | \$149,000.00 | FAWEMA | | \$105,215.89 | wire/oct.10 |
| ADVANCE GRAIN /Ch#199/5 | | \$193,217.85 | FAWEMA | | | |
| ADVANCE GRAIN /Cash | | \$120,000 | Tankmark | | \$108,825.60 | TD,CH / |
| ADVANCE GRAIN | | | | | | |
| ADVANCE GRAIN | | | | | | |
| R.J.Burr Associate Limited | | \$16,385.00 | | | | |
| 26 Acre Land depoled /\$250K/*27ac | | \$6,750,000 | | | | |
| | | \$9,118,521.89 | | | \$4,131,487.55 | |
| | | | | \$13,250,009.44 | | |

INVOICE

| | | | |
|--|-------------------|-------------|----------------------|
| | | DATE | 28.11.2017 |
| | | NO | 600-542 |
| Golden Mile Food Corp CANADA | | | |
| PRODUCT | UNIT PRICE | QTY | TOTAL PRICE |
| Machinery, Equipment, Projecting and Diagram for a Complete Flour Mill for the Cap. 600 ton /24 hours. | 1,924,000 USD | 1 | 1,924,000 USD |
| TOTAL PRICE EXW KONYA/TURKEY | | | 1,924,000 USD |

| | |
|-------------------------|----------------------------|
| ORIGIN | TURKISH |
| SHIPMENT | Ready. After payment. |
| PAYMENT | By TT |
| BANK DETAILS | AL BARAKA TURK |
| ACCOUNT NAME | IMAS MAKINA SANAYI A.S. |
| ACCOUNT NO (USD) | 140002 |
| IBAN | TR900020300029000008140002 |
| SWIFT CODE | BTFHTRIS |
| VALIDITY | 30 DAYS |

1,443,000

IMAS Makina San. A.Ş.
 80yBkkaylık Mah. 407 Nolu Sk.
 No:6 42250 Selçuk / KONYA
 Tel : +90 332 239 09 91
 Fax : +90 332 239 09 91
 Selçuk Vergi Dairesi 483 000 4841
 Tic. Sic. No: 19954 San. Sic. No: 001074
 Mersis No: 0803 0004 841 000 13



| | | | |
|----------------|------------------------|-----------|---------------------|
| Invested | \$ 2,489,950.00 | | |
| Send to Turkey | | \$ | 1,841,238.70 |
| Mahal | | \$ | 385,000.00 |
| | \$ 2,489,950.00 | \$ | 2,226,238.70 |
| Balance | | \$ | 263,711.30 |

OK R 112



Earl Horst Systems Ltd.
290 Union Street
Elmira, Ontario N3B 3P2

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 2/12/2018 | 23026 |

| |
|--|
| Invoice To |
| Golden Miles Bread & Bagel Corporation 800 Swinbourne Drive Mississauga, ON. L5V 1J6 |

| |
|--|
| Ship To |
| Golden Miles Bread & Bagel Corporation 800 Swinbourne Drive Mississauga, ON. L5V 1J6 |

| | | |
|----------|----------------|---------|
| P.O. No. | Terms | Project |
| 1003 | Due on receipt | HC17034 |

| Item | Quantity | U/M | Description | Unit Price | Amount | Tax |
|-------------------|----------|-----|--|-------------|-------------|-----|
| MISC-GRAIN SYS... | 15 | EA | 13FT DIA 39FT SIDEWALL W/ 65 DEG CONE, INTERIOR WELD GROUND SMOOTH HEIGHT - 47'-8" CAPACITY - 5,741 INCLUDES: 22" MANHOLE TRIPLE LATCH LID FILTERHOUSE FLANGE LIFTING LUGS 5" 150# ANSI FLANGE IN ROOF FOR FILL LINE WHITE PERIM 14' HANDRAIL 24"X24" CROSSWALKS OVERSIZE PERMIT ESCORT FEE | 35,329.23 | 529,938.45 | H |
| FREIGHT-GRAIN | 15 | | FREIGHT | 400.00 | 6,000.00 | H |
| MISC-LABOUR | 15 | EA | INSTALLATION (INCLUDES CRANE) | 1,575.00 | 23,625.00 | H |
| DOWN PAYMENT | 1 | | LESS REMAINDER OF DOWN PAYMENT | -163,176.99 | -163,176.99 | E |

PAID MAR 14 2018 25016

| | | | | |
|--------------------------|----------------|-------|------------------------|----------------|
| Sales Tax Summary | | | Subtotal | CAD 396,386.46 |
| HST (ON)@13.0% | CAD 72,743.26 | | Sales Tax Total | CAD 72,743.26 |
| Total Tax | CAD 72,743.26 | | Total | CAD 469,129.72 |
| Phone # | (519) 669-1300 | Fax # | (519) 669-4754 | |

GST/HST No. 130277056

**THIS IS EXHIBIT "J" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP (ADP) - Antoinette De Pinto
Reference : 65000
Docket : 65000
Search ID : 819071
Date Processed : 6/24/2021 1:13:26 PM
Report Type : PPSA Electronic Response
Search Conducted on : GOLDEN MILES FOOD CORPORATION
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

RESPONSE CONTAINS: APPROXIMATELY 8 FAMILIES and 23 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 1 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753167295 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1451 1901 0290 REG TYP: P PPSA REG PERIOD: 03
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : 10FEB1956 IND NAME: SANTOKH S MAHAL
 06 BUS NAME:
 OCN :
 07 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6

08 SECURED PARTY/LIEN CLAIMANT :
 BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.
 09 ADDRESS : 102-1465 NORTH SERVICE RD E
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6H 1A7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X 08JUL2022
 YEAR MAKE MODEL V.I.N.
 11 2018 J & L DRY BULK ALUMINUM 1 3H4JS4424J3098664
 12

GENERAL COLLATERAL DESCRIPTION

13 PURSUANT TO LEASE AGREEMENT 50006455, ALL PRESENT AND FUTURE
 14 EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50006455 TOGETHER WITH ALL
 15 ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 201-1325 POLSON DRIVE
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 2 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753167295 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1451 1901 0290 REG TYP: REG PERIOD:
 02 IND DOB : 10FEB1956 IND NAME: SANTOKH MAHAL
 03 BUS NAME:
 OCN :
 04 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
 14 ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 3 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753167295 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1451 1901 0290 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
 14 ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
 15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 4 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753167295 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 004 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1451 1901 0290 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
 14 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
 15 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2018 J &
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 5 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753167295 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 005 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1451 1901 0290 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 L DRY BULK ALUMINUM 1636 CU.FT .
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 6 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753172911 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1525 1902 2311 REG TYP: P PPSA REG PERIOD: 03
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : 10FEB1956 IND NAME: SANTOKH S MAHAL
 06 BUS NAME:
 OCN :
 07 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6

08 SECURED PARTY/LIEN CLAIMANT :
 BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.
 09 ADDRESS : 102-1465 NORTH SERVICE RD E
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6H 1A7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X 08JUL2022
 YEAR MAKE MODEL V.I.N.
 11 2018 TREMCAR DRY BULK ALUMINUM 2 2TLHB5042JB000342
 12 2018 TREMCAR DRY BULK ALUMINUM 2 2TLHB4945JB000350
 GENERAL COLLATERAL DESCRIPTION
 13 PURSUANT TO LEASE AGREEMENT 50006454, ALL PRESENT AND FUTURE
 14 EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50006454 TOGETHER WITH ALL
 15 ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 201-1325 POLSON DRIVE
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 7 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753172911 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1525 1902 2311 REG TYP: REG PERIOD:
 02 IND DOB : 10FEB1956 IND NAME: SANTOKH MAHAL
 03 BUS NAME:
 OCN :
 04 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
 14 ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 8 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753172911 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1525 1902 2311 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
 14 ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
 15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 9 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753172911 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 004 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1525 1902 2311 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
 14 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
 15 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2018
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 10 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 753172911 EXPIRY DATE : 09JUL 2022 STATUS :
 01 CAUTION FILING : PAGE : 005 OF 5 MV SCHEDULE ATTACHED :
 REG NUM : 20190709 1525 1902 2311 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 TREMCAR DRY BULK ALUMINUM 2600 CU FT. . 1 2018 TREMCAR DRY BULK
 14 ALUMINUM 2600 CU FT. .
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 8 ENQUIRY PAGE : 11 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 764560125 EXPIRY DATE : 10AUG 2024 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20200810 1021 1219 7326 REG TYP: P PPSA REG PERIOD: 04
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 800 SWINBOURNE DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : 07MAR1962 IND NAME: SARBJIT MAHAL
 06 BUS NAME:
 OCN :
 07 ADDRESS : 800 SWINBOURNE DR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6

08 SECURED PARTY/LIEN CLAIMANT :
 THE BANK OF NOVA SCOTIA
 09 ADDRESS : 10 WRIGHT BOULEVARD
 CITY : STRATFORD PROV: ON POSTAL CODE: N5A 7X9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X 78891
 YEAR MAKE MODEL V.I.N.
 11 2019 FORD F150 1FTFW1RGXKFD03365
 12

GENERAL COLLATERAL DESCRIPTION

13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
 14 AND THE PROCEEDS OF THOSE VEHICLES

15

16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 12 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 765725589 EXPIRY DATE : 14SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20200914 1631 1901 0455 REG TYP: P PPSA REG PERIOD: 06
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 155 ADAMS BLVD
 CITY : BRANTFORD PROV: ON POSTAL CODE: N3S 7V8
 05 IND DOB : IND NAME:
 06 BUS NAME: GOLDEN MILES BREAD AND BAGEL
 OCN :
 07 ADDRESS : 155 ADAMS BLVD
 CITY : BRANTFORD PROV: ON POSTAL CODE: N3S 7V8

08 SECURED PARTY/LIEN CLAIMANT :
 CATERPILLAR FINANCIAL SERVICES LIMITED
 09 ADDRESS : 3457 SUPERIOR COURT UNIT 2
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6L 0C4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11 2020 CATERPILLAR 259D3 CAT0259DVCW906863
 12

GENERAL COLLATERAL DESCRIPTION

13 ONE (1) CATERPILLAR 259D3 COMPACT TRACK LOADER C/W PALLET FORKS 42"
 14 WITH CARRIAGE AND GENERAL PURPOSE BUCKET TOGETHER WITH ALL
 15 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 201-1325 POLSON DRIVE
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 13 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 765725589 EXPIRY DATE : 14SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20200914 1631 1901 0455 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL
 14 PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
 15 WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 14 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 765725589 EXPIRY DATE : 14SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20200914 1631 1901 0455 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH
 14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS,
 15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 15 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 765725589 EXPIRY DATE : 14SEP 2026 STATUS :
 01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20200914 1631 1901 0455 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 AND INTANGIBLES.
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 8 ENQUIRY PAGE : 16 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 768615228 EXPIRY DATE : 16DEC 2030 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20201216 1519 1590 9409 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 800 SWINBORNE DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 MAHAL, SANTOKH S.
 09 ADDRESS : 800 SWINBORNE DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: KIRWIN PARTNERS LLP (NBS-65385)

17 ADDRESS : 423 PELISSIER STREET

CITY : WINDSOR PROV: ON POSTAL CODE: N9A 4L2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 8 ENQUIRY PAGE : 17 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 772965018 EXPIRY DATE : 31MAY 2023 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20210531 1235 1590 3402 REG TYP: P PPSA REG PERIOD: 2
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 800 SWINBOURNE DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V 1J6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 SKYMARK FINANCE CORPORATION
 09 ADDRESS : 46 VILLAGE CENTRE PLACE, SUITE 300
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1V9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.

11
 12

GENERAL COLLATERAL DESCRIPTION

13
 14
 15

16 AGENT: CHAITONS LLP (LL/ST/65000)
 17 ADDRESS : 5000 YONGE STREET, 10TH FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M2N 7E9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 8 ENQUIRY PAGE : 18 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181324 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1973 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 8705 TORBRAM RD., UNIT 1
 CITY : BRAMPTON PROV: ON POSTAL CODE: L6T3V9
 05 IND DOB : IND NAME:
 06 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 07 ADDRESS : 155 ADAMS BLVD.
 CITY : BRANTFORD PROV: ON POSTAL CODE: N3S7V8

08 SECURED PARTY/LIEN CLAIMANT :
 TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
 09 ADDRESS : 630 - 401 THE WEST MALL
 CITY : TORONTO PROV: ON POSTAL CODE: M9C5J5
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,
 14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER
 15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 8 ENQUIRY PAGE : 19 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181324 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1973 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 6845 SECOND LINE WEST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5W1M8
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT
 14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
 15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 8 ENQUIRY PAGE : 20 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181324 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1973 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 SECURITY ACT)
 14
 15
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 8 ENQUIRY PAGE : 21 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181333 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1974 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 8705 TORBRAM RD., UNIT 1
 CITY : BRAMPTON PROV: ON POSTAL CODE: L6T3V9
 05 IND DOB : IND NAME:
 06 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 07 ADDRESS : 155 ADAMS BLVD.
 CITY : BRANTFORD PROV: ON POSTAL CODE: N3S7V8

08 SECURED PARTY/LIEN CLAIMANT :
 TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
 09 ADDRESS : 630 - 401 THE WEST MALL
 CITY : TORONTO PROV: ON POSTAL CODE: M9C5J5
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,
 14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER
 15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 8 ENQUIRY PAGE : 22 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181333 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1974 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 04 ADDRESS : 6845 SECOND LINE WEST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5W1M8
 05 IND DOB : IND NAME:
 06 BUS NAME: GOLDEN MILES FOOD CORPORATION
 OCN :
 07 ADDRESS : 800 SWINBOURNE DR.
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5V1J6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT
 14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
 15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: GOLDEN MILES FOOD CORPORATION

FILE CURRENCY: June 23, 2021

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 8 ENQUIRY PAGE : 23 OF 23

SEARCH : BD : GOLDEN MILES FOOD CORPORATION

00 FILE NUMBER : 773181333 EXPIRY DATE : 04JUN 2027 STATUS :
 01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20210604 1703 1462 1974 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 SECURITY ACT)
 14
 15
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8
 LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

**THIS IS EXHIBIT "K" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



WATEROUS HOLDEN AMEY HITCHON LLP
 L A W Y E R S

May 16, 2019

BY REGISTERED MAIL

Skymark Finance Corporation
 46 Village Centre Place
 Suite 300
 Mississauga ON L4Z 1V9

P.O. Box 1510
 20 Wellington Street,
 Brantford, ON N3T 5V6
 t. (519) 759-6220
 f. (519) 759-8360
 www.waterousholden.com

Dear Sir/Madam

RE: Notice of Registration of Lien
155 Adams Boulevard, Brantford
Our Client: Vicano Construction Limited
Our File No.: 122919

We are the lawyers for Vicano Construction Limited and are writing to advise you that we have registered on its behalf Claims for Lien against the lands and premises at 155 Adams Boulevard, in the City of Brantford. Our client's liens were registered on March 7, 2019 as Instrument No. BC354820 in the amount of \$4,640,577.52 inclusive of HST and on April 10, 2019 as Instrument No. BC356416 in the amount of \$439,420.95 inclusive of HST. Copy of both liens are enclosed

Pursuant to Section 39 of the *Construction Act*, R.S.O. 1990, c. C.30, would you please provide to us within a reasonable time, and in any event no later than **twenty-one (21)** days from the date of this letter, the following information:

- (a) Sufficient details concerning any mortgage on the premises to enable the person who requests the information to determine whether the mortgage was taken by the mortgagee for the purposes of financing the making of the improvement;
- (b) A statement showing the amount advanced under the mortgage, the dates of those advances, and any arrears in payment including any arrears in the payment of interest; or,
- (c) a statement showing the amount secured under the agreement of purchase and sale and any arrears in payment including any arrears in the payment of interest.

Please forward to us the required information at your very earliest convenience and in any event within the time limits mentioned above.

Yours truly,
WATEROUS HOLDEN AMEY HITCHON LLP

Per:



DT Dennis Touesnard
DMT/smc
Email: dtouesnard@waterousholden.com
Direct: (519) 751-6412

Encls.

cc: Client, by email

Doc ID: 2622090.Docx

**THIS IS EXHIBIT "L" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Properties

PIN 32281 - 0309 LT
Description FIRSTLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD
Address 155 ADAMS BOULEVARD
 BRANTFORD

Consideration

Consideration \$4,640,577.52

Claimant(s)

Name VICANO CONSTRUCTION LIMITED
Address for Service 225 Paris Road, Brantford, Ontario, N3R
 1J2

I, Peter Vicano, President, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Peter Vicano, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Mahal Venture Capital Inc., 6845 Second Line West, Mississauga, Ontario, L5W 1M8. Name and address of person to whom lien claimant supplied services or materials Golden Miles Food Corporation, 6845 Second Line West, Mississauga, Ontario, L5W 1M8. Time within which services or materials were supplied from 2016/01/02 to 2019/03/06 Short description of services or materials that have been supplied : construction of a food processing plant and baking facility Contract price or subcontract price \$17,200,302.26 inclusive of H.S.T. (estimated) Amount claimed as owing in respect of services or materials that have been supplied \$4,640,577.52 inclusive of H.S.T.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

| | | | | |
|-----------------------|--|----------------------------|--------|------------|
| Patrick Robin Corless | 20 Wellington St Brantford N3T 5V6 | acting for Applicant(s) | Signed | 2019 03 07 |
|-----------------------|--|----------------------------|--------|------------|

Tel 519-759-6220

Fax 519-759-8360

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

| | | |
|----------------------------------|--|------------|
| WATEROUS HOLDEN AMEY HITCHON LLP | 20 Wellington St Brantford N3T 5V6 | 2019 03 07 |
|----------------------------------|--|------------|

Tel 519-759-6220

Fax 519-759-8360

Fees/Taxes/Payment

| | |
|-----------------------------------|---------|
| <i>Statutory Registration Fee</i> | \$64.40 |
| <i>Total Paid</i> | \$64.40 |

File Number

Claimant Client File Number : C122919

LRO # 2 Construction Lien

Received as BC356416 on 2019 04 10 at 09:37

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 32281 - 0309 LT
 Description FIRSTLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD
 Address 155 ADAMS BOULEVARD
 BRANTFORD

Consideration

Consideration \$439,420.95

Claimant(s)

Name VICANO CONSTRUCTION LIMITED
 Address for Service 225 Paris Road, Brantford, Ontario, N3R
 1J2

I, Peter Vicano, President, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Peter Vicano, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Mahal Venture Capital Inc., 6845 Second Line West, Mississauga, Ontario, L5W 1M8. Name and address of person to whom lien claimant supplied services or materials Golden Miles Food Corporation, 6845 Second Line West, Mississauga, Ontario, L5W 1M8. Time within which services or materials were supplied from 2016/01/02 to 2019/03/29 Short description of services or materials that have been supplied : construction of a food processing plant and baking facility. Contract price or subcontract price \$17,306,373.22 inclusive of HST (estimated). Amount claimed as owing in respect of services or materials that have been supplied \$439,420.95 inclusive of HST.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Edward William Vance 20 Wellington St acting for Signed 2019 04 10
 Brantford Applicant(s)
 N3T 5V6

Tel 519-759-6220

Fax 519-759-8360

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

WATEROUS HOLDEN AMEY HITCHON LLP 20 Wellington St 2019 04 10
 Brantford
 N3T 5V6

Tel 519-759-6220

Fax 519-759-8360

Fees/Taxes/Payment

Statutory Registration Fee \$64.40

Total Paid \$64.40

File Number

Claimant Client File Number : C122919

**THIS IS EXHIBIT "M" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Court File No. CV-19-113

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Act, R.S.O. 1990, c. C.30

BETWEEN:

VICANO CONSTRUCTION LIMITED

Plaintiff

and

GOLDEN MILES FOOD CORPORATION, MAHAL VENTURE CAPITAL
INC., SKYMARK FINANCE CORPORATION and KLN HOLDINGS INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

~~TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.~~

Date May 16/19 Issued by Margaret Donald
Local Registrar

Address of 70 Wellington Street
court office: Brantford ON N3T 2L9

TO: **GOLDEN MILES FOOD CORPORATION**
5175 Cooper Avenue
Mississauga ON L4Z 2C7

AND TO: **MAHAL VENTURE CAPITAL INC.**
6845 Second Line West
Mississauga ON L5W 1M8

AND TO: **SKYMARK FINANCE CORPORATION**
46 Village Centre Place
Suite 300
Mississauga ON L4Z 1V9

AND TO: **KLN HOLDINGS INC.**
46 Village Centre Place
Suite 300
Mississauga ON L4Z 1V9

CLAIM

- I. The Plaintiff, Vicano Construction Limited, claims:
- (a) the sum of \$5,079,998.47 by the Defendants or any of them;
 - (b) alternatively, damages in the sum of \$5,079,998.47 on the basis of *quantum meruit* or unjust enrichment;
 - (c) in the further alternative, damages in the sum of \$5,079,998.47 for breach of contract and breach of the duty of the obligation of good faith in contractual dealings;
 - (d) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (e) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (f) a declaration that the Plaintiff has valid liens pursuant to the *Construction Act* against the lands described in Schedule "A" hereto (the "**Property**"), in the aggregate sum of \$5,079,998.47, plus costs;
 - (g) a declaration that the Plaintiff's liens have priority over the Mortgages (as defined herein) held by the Defendants, Skymark Finance Corporation and KLN Holdings Inc., registered as Instrument Nos. BC276347, BC322166, BC344769 and the mortgage held by the Defendant, Golden Miles Food Corporation, registered as Instrument No. BC357645, or alternatively, priority over the said Mortgages to the extent that any portion of the said Mortgages advanced exceeded the actual value of the lands and premises at the time the first lien arose, or, in the further alternative, priority over the said Mortgages to the extent of any unadvanced

portions, or in the further alternative, priority to the extent of any deficiencies in the holdback required to be maintained pursuant to the provisions of the *Construction Act*.

- (h) a declaration that the Plaintiff's liens have priority over Notices of Security Interest held by the Defendant, Skymark Finance Corporation, and registered as Instrument Nos. BC327419, BC330339, BC335201, BC352563 and BC353871;
- (i) that in default of payment by the Defendants or any one of them of the amount of the Plaintiff's claim for monies due, interest and costs, the whole of the interests of the Defendants in and to the Property be sold, and the proceeds applied in payment of the Plaintiff's lien, interest and costs;
- (j) an Order appointing a Trustee over the interest of the Defendants in the Property, without security, on such terms that this Honourable Court deems just;
- (k) an Order directing that the Trustee so appointed may act as Receiver and Manager of the Property, and permitting the Trustee to mortgage, sell, or lease the Property, or take such appropriate steps as necessary for the preservation of the Property, and to take such other steps as are appropriate in the circumstances;
- (l) for the purposes aforesaid and for all other purposes, that inquiries be made and accounts taken;
- (m) such further and other relief as to this Honourable Court may seem just, and;
- (n) its costs of this proceeding on a substantial indemnity basis, plus all applicable taxes.

THE PARTIES

2. The Plaintiff, Vicano Construction Limited, is an Ontario corporation with its registered office at the City of Brantford, where it carries on business as a commercial general contractor.
3. The Defendant, Golden Miles Food Corporation ("**Golden Miles**"), is an Ontario corporation, originally incorporated as Golden Miles Bread and Bagel Corporation. Its name was changed effective December 12, 2017.
4. The Defendant, Mahal Venture Capital Inc. ("**Mahal**"), is a federal corporation and is the registered owner of the Property.
5. Mahal and Golden Miles are under common ownership and control, being owned and controlled by one Santosh Mahal. Golden Miles and Mahal are each the alter ego of the other, and both are "Owners" of the Property within the meaning of the *Construction Act*, R.S.O. 1990, c. C.30, as amended, (the "**Act**").
6. The Defendant, Skymark Finance Corporation ("**Skymark**"), is an Ontario corporation having its registered office in the City of Toronto, where it carries on business as a mortgage lender and financier.
7. The Defendant, KLN Holdings Inc. ("**KLN**"), is an Ontario corporation having its registered office in the City of Toronto, where it also engages as a mortgage lender and financier. KLN and Skymark share office facilities in the City of Toronto and are under common direction and control, particulars of which are unknown to the Plaintiff.
8. The Property comprises two parcels of land contiguous to each other and known municipally as 155 Adams Boulevard, Brantford, Ontario. The easterly portion of the Property was acquired by Mahal on June 22, 2015. The westerly portion of the Property

was acquired by Golden Miles on April 13, 2016. On August 31, 2016, the westerly portion of the Property was transferred by Golden Miles to Mahal for no consideration and thereafter consolidated with the easterly portion already owned by Mahal.

THE CONTRACT

9. By proposal dated May 18, 2016 (the "**Proposal**"), the Plaintiff offered to provide construction management services for the construction of a food processing plant and baking facility at the Property.
10. As set out in the Proposal, the Owners were responsible for defining the goals and scope for the construction of the food processing plant and baking facility at the Property.
11. The Proposal was accepted by Golden Miles and, as a result, the parties entered into a construction management contract for services and construction in the form of a CCDC 5B Construction Management Contract for Services and Construction dated May 18, 2016 and (the "**Contract**"), whereby the Plaintiff was retained as the construction manager for construction of the food processing plant and baking facility (the "**Project**") at the Property.
12. J.H. Cohoon Engineering Ltd. ("**Cohoon Engineering**"), a civil and structural engineering firm, was hired by the Owners, or any one of them, as the "Consultant" for the Project pursuant to an agreement between the Owners and the Consultant on terms unknown to the Plaintiff. Cohoon Engineering is the named "Consultant" in the Contract and was engaged by the Owners to perform site planning, to obtain site plan approval for the Project, to submit the building permit application for the Project as well as preparation of the plans and specifications for the mill tower, office and receiving building.

13. The Owners retained other engineers and consultants for the Project, on terms unknown to the Plaintiff, including but not limited to Callidus Engineering to perform mechanical and electrical “process” engineering for the mill tower and receiving building for the Project, iMAS Milleral out of Konya, Turkey, for the design and supply of specialized equipment to be installed in the new food processing plant and baking facility, as well as Meridian Manufacturing Inc. and Horst Systems Ltd. for the design and supply of the mill silos.

14. The Contract provides, *inter alia*, as follows:

“3.1 Scope:

Construction Management Services for the completion of a food processing plant/baking facility and site works

Phase 1: Design and Pre-Construction

Phase 2: Construction

Phase 3: Post-Construction

...

Above information to be taken in conjunction with Construction Management Proposal dated May 18, 2016 in its entirety as identified ‘Appendix A’.

...

5.3 The Construction Manager’s Fee for the Work is comprised of one or more of the following:

.1 a percentage fee of ten percent (10%) of the Cost of the Work earned as the Cost of the Work accrues.

...

5.4 The Construction Manager's Fee shall be subject to adjustment as may be required in accordance with the provisions of the Contract Documents...

6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the Construction Manger incurred in performing the Services, and as identified in Schedule A2 to the Agreement plus the administrative charge of ten percent (10%). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the Place of the Work and supported with suitable documentation.

7.1 The Cost of the Work is the actual cost incurred by the Construction Manager in performing the Work...

9.1 ...The Owner shall pay the Construction Manager:

.1 payments on account of the Construction Manager's Fee for the Services earned as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such Value Added Taxes as may be applicable to such payments, and

.2 payments on account of the reimbursable expenses for the Services earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such Value Added Taxes as may be applicable to such payments,

.3 payments on account of the Price of the Work when due in the amount certified by the Consultant together with such Value Added Taxes as may be applicable to such payments,

.4 upon Substantial Performance of the Work, the unpaid balance of the holdback amount when due together with such Value Added Taxes as may be applicable to such payment, and

.5 upon the issuance of the final certificate for payment, the unpaid balance of the Construction Manager's Fee for the Services, the reimbursable expense for the Services, and the Price of the Work when due together with such Value Added Taxes as may be applicable to such payment.

9.3 Interest

.1 Should either party fail to make payments as they become due under the terms of this Contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by Royal Bank of Canada for prime business loans as it may change from time to time."

15. In short, the Contract provides for the provision of construction management Services and performance of the Work (as defined therein) on a cost plus basis, wherein the Owner agreed to pay the Plaintiff a fixed fee for the construction management services (plus reimbursable expenses) plus a percentage fee of ten percent (10 %) of the cost of the work, with respect to the Work to be performed by the Plaintiff (plus reimbursable expenses).

16. The Contract also included certain general conditions which provided as follows:

2.1.1 The Owner shall:

...

.4 designate in writing a representative who shall be fully acquainted with the Work; and shall have the authority to act on the Owner's behalf in relation to all duties and responsibilities of the Owner under this Contract;

...

2.3.5 Based on the Consultant's observations and evaluations of the Construction Manager's applications for payment for the Work performed, the Consultant will determine the amounts owing to the Construction Manager for the Price of the Work and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.

...

5.1.1 The Owner shall, at the request of the Construction Manager, before signing the Contract, and promptly from time to time thereafter, furnish to the Construction Manager reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

...

5.3.1 The Owner shall make payment for the Construction Manager's Fee for the Services as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the Services as described in Article A-6 of the Agreement –

REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the Services submitted by the Construction Manager.

5.3.2 The application for payment for the reimbursable expenses for the Services shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the Owner in accordance with the Contract Documents.

...

5.4.7 After receipt by the Consultant of an application for payment for the Work submitted by the Construction Manager in accordance with paragraphs 5.4.1 to 5.4.6:

.3 the Owner shall make payment to the Construction Manager on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:

- receipt by the Consultant of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

...

7.2.3 The Construction Manager may give Notice in Writing to the Owner, with a copy to the Consultant, that the Owner is in default of the Owner's contractual obligations if:

.1 the Owner fails to furnish, when so requested by the Construction Manager, reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract, or

...

.3 the Owner fails to pay the Construction Manager..."

THE FINANCING INSTRUMENTS

17. The Property is subject to four mortgages (collectively, the "**Mortgages**"):

- (a) Mortgage BC276347 registered on June 22, 2015, in the principal sum of \$4,000,000.00 held by the Defendant, Skymark, as mortgagee (the "**2015 Mortgage**");
- (b) Mortgage BC322166 registered on August 9, 2017, in the principal sum of \$9,600,000.00 held by the Defendants, Skymark and KLN, as mortgagees (the "**2017 Mortgage**");
- (c) Mortgage BC344769 registered on September 7, 2018, in the principal sum of \$6,400,000.00 held by the Defendants, Skymark and KLN, as mortgagees (the "**2018 Mortgage**");
- (d) Mortgage BC357645 registered on May 3, 2019, in the principal sum of \$25,000,000.00 held by the Defendant, Golden Miles, as mortgagee (the "**Golden Miles Mortgage**").

The amounts advanced under the foregoing Mortgages and the dates of the respective advances (if any) made thereunder are unknown to the Plaintiff.

18. Five (5) Notices of Security Interest are recorded against the Property (collectively, the **“Security Interest Notices”**):

- (a) Notice of Security Interest BC327419 registered on October 27, 2017, in the principal sum of \$928,500.00 in favour of the Defendant, Skymark;
- (b) Notice of Security Interest BC330339 registered on December 12, 2017, in the principal sum of \$3,300,000.00 in favour of the Defendant, Skymark;
- (c) Notice of Security Interest BC335201 registered on March 19, 2018, in the principal sum of \$633,950.00 in favour of the Defendant, Skymark;
- (d) Notice of Security Interest BC352563 registered on January 23, 2019, in the principal sum of \$650,890.94 in favour of the Defendant, Skymark;
- (e) Notice of Security Interest BC353871 registered on February 19, 2019, amending Notice BC352563 from \$650,890.94 to \$879,500.00.

Particulars of the amounts advanced (if any) pursuant to the aforesaid Security Interest Notices and the particular chattel security held in pursuant of each are unknown to the Plaintiff.

THE WORK AND LIEN REGISTRATIONS

19. The Plaintiff provided the Services and the Work (as defined in the Contract) as Construction Manager pursuant to the terms of the Proposal and the Contract, and in a good and workmanlike manner, but has been unable to complete the Work by reason of the breaches of the Owner, as further particularized herein.
20. All of the Work to be performed by the Plaintiff was approved by the Owners, through the Owner's representative, Santhosh Mahal, the principal of both Golden Miles and Mahal.

21. The Plaintiff invoiced Golden Miles in accordance with the terms of the Contract by submitting each and every invoice to Cohoon Engineering as Consultant.
22. Cohoon Engineering has approved each and every invoice submitted to date, particularized in a Statement of Account dated March 31, 2019 and attached as **Schedule "B"** hereto.
23. In total, the Plaintiff has provided work valued at \$17,306,373.22 and has only been paid \$12,226,374.75, leaving an outstanding balance of \$5,079,998.47.
24. As at February 26, 2019, Golden Miles was substantially overdue in its payment obligations to the Plaintiff for progress draws up to and including Draw #27 issued January 31, 2019, and were notified pursuant to General Condition 7.2.3 that it had defaulted pursuant to the terms of the Contract.
25. The Plaintiff advised that, in order to avoid registration of a construction lien, it would require payment on account, a payment schedule, and that Golden Miles provide the Plaintiff reasonable evidence that financial arrangements had been made to fulfill the remaining obligations pursuant to General Condition 5.1.1.
26. Golden Miles failed or refused to make payment, and failed or refused to provide any evidence of having satisfactory financing available for the completion of the project.
27. As a result of Golden Miles' failure to pay and as a further result of the Golden Miles' failure to provide evidence of suitable financing arrangements, Golden Miles breached the Contract and so the Plaintiff registered a claim for lien on March 7, 2019 as Instrument No. BC354820 in the amount of \$4,640,572.52 inclusive of HST, being the amount outstanding pursuant to the terms of the Contract, to February 28, 2019.

28. The Plaintiff continued to provide Services and perform Work, request that payment be made on account, that a suitable payment plan be arranged, and that proof be provided by the Owners, including Golden Miles that it had available financing to complete the Project.
29. Despite the continued provision of Services and the Work and the request for payment and proof of financing, Golden Miles continued to breach the Contract by failing to pay for such Work and Services and failing to provide evidence of financing available to complete the Project.
30. As a result, by Instrument No. BC356416, the Plaintiff registered a second claim for lien on April 10, 2019 for a further \$439,420.95 inclusive of HST, being the amount owing for work performed as of April 10, 2019.
31. The Plaintiff states that all work carried out and invoiced was performed in a good and workmanlike manner and in accordance with the terms of the Contract, and was approved by the Cohoon Engineering in its capacity as Consultant.
32. At no time during the course of the Project, did the Owners including Golden Miles, provide any notice of default or make any claims that any of the Work performed or Services provided by the Plaintiff were in any way deficient or delayed.
33. Despite the repeated demands for payment, Golden Miles has failed or refused to pay the outstanding amounts and is therefore in breach of the Contract.
34. There was no agreement by the Plaintiff that it would not be entitled to a lien for the Work performed and materials and Services supplied. By reason of performing this Work and Services and supplying materials, therefore, the Plaintiff is and was entitled to its liens described at paragraphs 27 and 30 above.

PRIORITIES

35. The Plaintiff claims priority over the Mortgages and Security Interest Notices pursuant to Section 78 of the Act. In particular, and without limiting the generality of the foregoing, the Plaintiff claims:
- (a) priority over mortgage BC276347 (the 2015 Mortgage) to the extent that the balance owing thereunder exceeds the actual value of the Property at the time the Plaintiff's lien first arose pursuant to Section 78(3) of the *Act*;
 - (b) priority over the Mortgages (registered as instrument BC276347, BC322166, BC344769 and BC357645) to the extent of the holdback required to be retained by the Owner pursuant to Part IV of the *Act* as provided for in Section 78(2) and 78(5);
 - (c) priority over Mortgages (registered as instrument BC276347, BC322166, BC344769 and BC357645) to the extent of any advances made in pursuance of any of them subsequent to the date of registration of the Plaintiff's lien on March 7, 2019;
 - (d) priority over all Security Interest Notices BC327419, BC330339, BC335201, BC352563 and BC353871 as they do not purport to grant any interest in the Property to the holder thereof (Skymark) and in any event do not relate to the financing of an improvement (within the meaning of the *Act*) to the Property.
36. The Plaintiff states that Golden Miles registered the Golden Miles Mortgage after the Plaintiff's lien arose and after the Plaintiff registered the Plaintiff's liens on March 7, 2019 and April 10, 2019 respectively. As such, the Plaintiffs' liens have full priority over the Golden Miles Mortgage.

37. The Plaintiff further states that Golden Miles registered the Golden Miles Mortgage with the intention to further encumber the Property and to engage others to complete the Work and the Services to be performed by the Plaintiff in accordance with the Contract.

QUANTUM MERUIT/UNJUST ENRICHMENT

38. In the further alternative, if there is no specific agreement between the Plaintiff and the Owners to recover the amount claimed herein, and if it is found that the Contract was altered by any reason and that, as a result, the Plaintiff is unable to claim entitlement thereunder, then the Plaintiff claims entitlement to recover the sum of \$5,079,998.47 on a *quantum meruit* basis or based upon the doctrine of unjust enrichment because:

- (i) The Services and the Work were provided to the Defendants;
- (ii) The Services and the Work including the extra and additional work were accepted and enjoyed by the Defendants;
- (iii) The circumstances of the supply of the Services and the Work were such that it was clear that the Plaintiff expected to be paid for the Services and the Work as invoiced;
- (iv) The Defendants benefited from the value of the supply of Services and the Work by the Plaintiff; and,
- (v) The amount claimed by the Plaintiff is reasonable.

39. Therefore, the Plaintiff is entitled to be paid the amounts claimed as owing to it in the amount of \$5,079,998.47 on the basis of quantum meruit and/or unjust enrichment.

40. The Plaintiff pleads and relies on the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-, the *Courts of Justice Act* and the *Act*.

BREACH OF THE DUTY OF GOOD FAITH

41. The Plaintiff states that the Owners owed a duty of good faith in the performance of the Contract in order to achieve the purpose and objective of the Contract. The Owners failed to act fairly, with diligence, care and honesty in performing their contractual obligations.
42. The Plaintiff states that the Owners breached the duty of good faith.
43. The Plaintiff claims the amount of \$5,079,998.47 from the Owners for breach of contract.
44. The Plaintiff claims any and all damages which have accrued following the commencement of this action to the time of the assessment of damages. The Plaintiff pleads and relies on section 117 of the *Courts of Justice Act*, R.S.O. 1990, c-C-43.
45. The Plaintiff pleads and relies on the terms of the Contract, and the provisions of the *Construction Act*.

May ____, 2019

WATEROUS HOLDEN AMEY HITCHON LLP
Lawyers
20 Wellington Street
P.O. Box 1510
Brantford, ON N3T 5V6

Dennis Touesnard (LSO# 52155U)
dtouesnard@waterousholden.com
Direct Line: (519) 751-6412

Tel: (519) 759-6220
Fax: (519) 759-8360

Lawyers for the Plaintiff,
Vicano Construction Limited

SCHEDULE "A"

FIRSTLY: PART LOTS 38, 39 CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD

PIN # 32281-0309LT

Schedule "B"



GENERAL CONTRACTORS • CONSTRUCTION MANAGERS • PROPERTY DEVELOPERS • DESIGN / BUILDERS

Statement of Account

To: Golden Miles Bread & Bagel Corporation
6845 Second Line West
Mississauga, ON L5W 1M8

Date: March 31, 2019

Attn: Mr. Santosh Mahal

Ref: **GOLDEN MILES FLOUR MILL - Construction Management Contract**
155 Adams Blvd., Brantford, ON

| Date | Invoice # | Invoiced | Paid | Balance |
|-----------|-------------------------|----------------|--------------|--------------|
| 31-Jan-16 | 26330 (Draw #1) | 85,277.36 | | 85,277.36 |
| 31-Mar-16 | 26331 (Draw #2) | 41,600.05 | | 126,877.41 |
| 19-May-16 | Payment on Account | | 112,877.41 | 14,000.00 |
| 19-May-16 | Payment on Account | | 100,000.00 | 86,000.00 |
| 31-Aug-16 | 26398 (Draw #3) | 570,241.18 | | 484,241.18 |
| 30-Sep-16 | 26422 (Draw #4) | 43,501.16 | | 527,742.34 |
| 17-Oct-16 | Payment on Account | | 242,538.30 | 285,204.04 |
| 17-Oct-16 | Payment on Account | | 200,000.00 | 85,204.04 |
| 31-Mar-17 | 26479 (Draw #5) | 1,508,020.91 | | 1,593,224.95 |
| 16-May-17 | Payment on Account | | 1,593,224.95 | - |
| 30-Apr-17 | 26577 (Draw #6) | 500,946.57 | | 500,946.57 |
| 08-Jun-17 | Payment on Account | | 500,946.57 | - |
| 31-May-17 | 26589 (Draw #7) | 1,017,808.81 | | 1,017,808.81 |
| 15-Sep-17 | Payment on Account | | 1,017,808.81 | - |
| 30-Jun-17 | 26609 (Draw #8) | 848,694.98 | | 848,694.98 |
| 11-Oct-17 | Payment on Account | | 848,694.98 | - |
| 31-Jul-17 | 26629 (Draw #9) | 682,081.77 | | 682,081.77 |
| 11-Oct-17 | Payment on Account | | 682,081.77 | - |
| 31-Aug-17 | 26645 (Draw #10) | 590,192.38 | | 590,192.38 |
| 18-Dec-17 | Payment on Account | | 590,192.38 | - |
| 30-Sep-17 | 26658 (Draw #11) | 1,477,886.52 | | 1,477,886.52 |
| 26-Oct-17 | Payment on Account | | 1,477,886.52 | - |
| 31-Oct-17 | 26676 (Draw #12) | 393,221.43 | | 393,221.43 |
| 18-Dec-17 | Payment on Account | | 393,221.43 | - |
| 30-Nov-17 | 26707 (Draw #13) | 309,576.80 | | 309,576.80 |
| 31-Dec-17 | 26724 (Draw #14) | 131,111.66 | | 440,688.46 |
| 21-Mar-18 | Payment on Account | | 440,688.46 | - |
| 31-Jan-18 | 26749 (Draw #15) | 149,927.50 | | 149,927.50 |
| 03-Jul-18 | Payment on Account | | 149,927.50 | - |
| 28-Feb-18 | 26782 (Draw #16) | 199,105.94 | | 199,105.94 |
| 08-Jun-18 | Payment on Account | | 199,105.94 | - |
| 31-Mar-18 | 26802 (Draw #17) | 858,969.94 | | 858,969.94 |
| 03-Jul-18 | Payment on Account | | 858,969.94 | - |
| 30-Apr-18 | 26825 (Draw #18) | 303,060.72 | | 303,060.72 |
| 08-Jun-18 | Payment on Account | | 303,040.86 | 19.86 |
| 31-May-18 | 26861 (Draw #19) | 485,139.90 | | 485,159.76 |
| 30-Jun-18 | 26895 (Draw #20) | 675,046.74 | | 1,160,206.50 |
| 08-Sep-18 | Payment on Account | | 1,015,168.93 | 145,037.57 |
| 31-Jul-18 | 26932 (Draw #21) | 752,274.11 | | 897,311.68 |
| 31-Aug-18 | 26948 (Draw #22) | 807,039.03 | | 1,704,350.71 |
| 26-Nov-18 | Payment on Account | | 1,500,000.00 | 204,350.71 |
| 30-Sep-18 | 26990 (Draw #23) | 877,693.81 | | 1,082,044.52 |
| 31-Oct-18 | 27044 (Draw #24) | 839,887.95 | | 1,921,932.47 |
| 30-Nov-18 | 27074 (Draw #25) | 779,799.56 | | 2,701,732.03 |
| 31-Dec-18 | 27104 (Draw #26) | 621,092.12 | | 3,322,824.15 |
| 31-Jan-19 | 27107 (HOLDBACK CREDIT) | - 1,554,919.89 | | 1,767,904.26 |
| 31-Jan-19 | 27106 (Draw #28) | 426,208.76 | | 2,194,113.02 |
| 28-Feb-19 | 27123 (Draw #29) | 759,769.27 | | 2,953,882.29 |
| 31-Mar-19 | 27143 (Draw #30) | 120,616.19 | | 3,074,498.48 |

INVOICED TO DATE 15,300,873.23 12,226,374.75

PLEASE PAY \$ 3,074,498.48

**THIS IS EXHIBIT "N" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Michael Slattery

From: Michael Slattery
Sent: Tuesday, June 25, 2019 12:42 PM
To: Santosh Mahal; Jesse Mahal
Cc: Paul Millar; Ryan Hanna
Subject: 155 Adams Blvd., Brantford
Attachments: 20190625123446.pdf

As per your request, please find attached the mortgage statements showing the amount outstanding under the first, second and third mortgages, together with the chattels for the equipment.

The first mortgage matured March 15, 2019 and had not been renewed because of the construction lien;

The third mortgage that was used to purchase the land matured on June 22, 2019, and had not been renewed because of the construction lien;

The second mortgage matures August 30, 2019, and will not be renewed because of the construction lien.

The payouts with respect to the equipment which are registered as Notice of Security Interest on the property – I have attached a list of amounts owing under all 5 NOSI's

As you can see from the payout statements, the interest on these mortgages is quite substantial.

Please make arrangements to have these mortgages paid.

Paul has returned from the United States and we are both available this week to discuss how you wish to proceed.

I suggest we meet to discuss this.

Michael Slattery

Mortgage Broker - License M08001002

Skylark Holdings Ltd.

46 Village Centre Place

Mississauga, ON

L4Z 1V9

P: 905-272-1900 ext 238

F: 905-272-1905

www.skylarkmortgages.ca

msslattery@skylarkmortgages.ca

**THIS IS EXHIBIT "O" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE 2021**



A Commissioner etc.

From: Sharon McFarlane
Sent: Tuesday, September 24, 2019 1:21 PM
To: Santosh Mahal <s.mahal@rogers.com>; Jesse Mahal <jesse.mahal@gmail.com>
Cc: Paul Millar <paul@yorklondon.com>; Michael Slattery <msslattery@skylarkmortgages.ca>
Subject: WITHOUT PREJUDICE - 155 Adams Blvd., Brantford

Dictated by Michael Slattery
Santosh,

Further to our recent meeting, may I propose that we agree a period of time to extend your mortgages and other financial instruments, as you have indicated your intent to repay all, and that you are shortly in production.

I am sure you can acknowledge, these facilities are in default.

Furthermore, I understand that you have put in place a facility to do so. We fully understand that you do not want any further advances, nor can we given the current state of the construction lien from Vicano.

At the same time, we can no longer extend our position by accruing interest. You will have to begin to make monthly payments commencing October 1, 2019 for all facilities, and for an agreed period.

Failure to find a practical commercial solution, as set out above, leaves us no other alternative but to realize on our collateral.

If I do not hear from you by the close of business by Wednesday, September 25, 2019, by 5pm, then I can only assume that you prefer us to move forward with a notice of sale.

Respectfully,

Michael Slattery

Sharon McFarlane
Administration
Skylark Holdings Limited
License #10341
46 Village Centre Place - 3rd Floor
Mississauga, Ontario
L4Z 1V9
Telephone (905) 272-1900 Ext. 239
Fax (905) 272-1905

**THIS IS EXHIBIT "P" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

CV-19-631456
Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:



CANADAFRESH CORPORATION,
MAHAL VENTURE CAPITAL INC., GOLDEN MILE FOOD CORPORATION
and
SANTOKH MAHAL

Plaintiffs

- and -

BRIDGING FINANCE INC., SKYLARK HOLDINGS LIMITED, SKYMARK
FINANCE CORPORATION, SKYLARK MORTGAGES LIMITED and MERK
INVESTMENTS LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiffs' lawyer or, where the plaintiffs do not have a lawyer, serve it on the plaintiffs and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Joel Yin
Registrar

NOV 21 2019

Date Issued by 2

Local registrar

Address of
court office 393 University Ave.
10th floor
Toronto, Ontario
M5G 1R8

TO: BRIDGING FINANCE INC.
77 King Street West
Suite 2925, P.O. Box 322
Toronto, Ontario
M5K 1K7

AND TO: SKYLARK HOLDINGS LIMITED
46 Village Centre Place
Mississauga, Ontario
L4Z 1V9

AND TO: SKYMARK FINANCE CORPORATION
46 Village Centre Place
Mississauga, Ontario
L4Z 1V9

AND TO: SKYLARK MORTGAGES LIMITED
46 Village Centre Place
Mississauga, Ontario
L4Z 1V9

AND TO: MERK INVESTMENT LTD.
46 Village Centre Place
Mississauga, Ontario
L4Z 1V9

CLAIM:

1. The Plaintiffs claim:
 - (a) damages in the amount of \$60,000,000 for breach of fiduciary duty and/or breach of contract, including fundamental breach, breach of the duty of good

faith and fair dealing, fraudulent and/or, in the alternative, negligent misrepresentation, loss of good will and reputation, loss of future income and loss of business opportunity;

- (b) as against the Defendant Skymark Finance Corporation (“SFC”), an accounting for all amounts due under the following Charges registered by and/or administered by them and related entities against the real property owned by the Plaintiff Mahal Venture Capital Inc. (“MCVI”) municipally know as 155 Adams Blvd. in the City of Brantford, Ontario (the “**Adams Property**”) as:

- (i) Instrument No. BC276347 in the amount of \$4,000,000.00 registered on June 22, 2015;
- (ii) Instrument No. BC322166 in the amount of \$9,600,000 registered on August 9, 2017; and
- (iii) Together with KLN Holdings Inc., Instrument No. BC344769 in the amount of \$6,400,000 registered on September 7, 2018;

- (c) an accounting for all amounts due under the following Agreements between SFC and the Plaintiff Golden Mile Food Corporation (“**Golden Mile**”) against which SFC has registered the following corresponding Notices of Security Interest against the Adams Property:

- (i) Agreement 602804 dated October 25, 2017 and Instrument No. BC327419 registered on October 27, 2017 by SFC in the amount of \$928,500;
- (ii) Agreement 608235 dated December 6, 2017 and Instrument No.

- BC330339 registered on December 12, 2017 by SFC in the amount of \$3,300,000;
- (iii) Agreement 608243 dated March (undated) 2018 and Instrument No. BC 335201 registered on March 19, 2018 by SFC in the amount of \$633,950;
 - (iv) Agreement 611111 dated January 1, 2019 and Instrument No. BC352563 registered on January 23, 2019 by SFC in the amount of \$650,891
 - (v) Agreement 611104 dated June 1, 2019 and Instrument No. BC361676 registered by SFC on July 15, 2019 in the amount of \$2,680,000
- (d) as against the Defendant SFC judgment for all amounts advanced by the Plaintiff Santokh Mahal (“Mahal”) on behalf of 2581150 Ontario Limited (“258”);
- (e) as against the Defendant SFC an accounting with respect to the investments made by the Plaintiff Santokh Mahal (“Mahal”) with respect to mortgages brokered by SFC on behalf of “Soho” and The Harley Smith’s Delhi Farm Equipment Ltd. and judgment for such amount as is found to be due to him by SFC;
- (f) pre-judgment and post-judgment interest on all amounts claimed above in accordance with the provisions of the *Courts of Justice Act*, RSP 1990, c. C.43;
- (g) the costs of this action on a substantial indemnity basis together with all applicable taxes thereon; and

- (h) such further and other relief as the nature of this action requires including all further necessary or appropriate accounts, inquiries and directions.

A. The Parties

2. The Plaintiff Canadafresh Corporation (“**Canadafresh**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Its registered office is in the City of Mississauga, Ontario.
3. The Plaintiff Mahal Venture Capital Inc. (“**MCVI**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Its registered office is in the City of Mississauga, Ontario.
4. The Plaintiff Golden Mile Food Corporation (“**Golden Mile**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Its registered office is in the City of Mississauga, Ontario.
5. MVCI, Canadafresh and Golden Mile may at times be collectively referred to as “**the Mahal Entities**”.
6. Santokh Mahal is an individual residing in the City of Mississauga and is a principal of the Mahal Entities.
7. The Defendant Bridging Finance Inc. (“**Bridging**”) is a private equity firm specializing in financing and loans to middle-market Canadian companies, including to support capital expenditures. Bridging is also an investment fund manager, exempt market

dealer and registered restricted portfolio manager under the Ontario *Securities Act*, R.S.O. 1990, c. S-5. According to its website, it offers institutional investors investment opportunities through its funds specializing in Private Debt and retail investors investment opportunities through funds specializing in Asset-Based and Accounts Receivable Investments.

8. Bridging is headquartered in Toronto, Ontario.
9. The Defendant Skylark Holdings Limited ("**Skylark**") is a mortgage broker registered under the *Mortgage Brokerages, Lenders and Administrators Act*, 2006, S.O. 2006, c. 29. Its registered office is in the City of Mississauga. Its director and officer is Michael Slattery.
10. The Defendant Skymark Finance Corporation ("**SFC**") is a corporation that is related to Skylark. It shares the same registered office in the City of Mississauga. Its directors are Paul Millar and Michael Slattery. Michael Slattery is the President.
11. The Defendant Skylark Mortgages Limited ("**Skylark Mortgages**") is a corporation that is related to Skylark. It shares the same registered office in the City of Mississauga. Its directors are Paul Millar and Michael Slattery. Michael Slattery is the President. It is a corporation that is related to Skylark and SFC. It shares the same registered office as Skylark and SFC in the City of Mississauga. Its director is Michael Slattery.
12. The Defendant Merk Investments Ltd. ("**Merk**") is a corporation that is related to Skylark, SFC and Skylark Mortgages. It shares the same registered office in the City of

Mississauga. Its directors are Michael Slattery and Ryan Bruce Slattery. Michael Slattery is the President.

13. Skylark, SFC, Skylark Mortgages and Merk may be referred to throughout as the “**SFC Entities**”. The SFC Entities have a relationship with Bridging, the full nature of which is presently unknown to the Plaintiffs.

B. The Original First Charge Involving 155 Adams Blvd., City of Brantford

14. On or about June 9, 2015, Skylark entered into a Mortgage Commitment with MVCI with respect to a first mortgage in the amount of \$4,000,000 to be advanced in stages for the purpose of the purchase of the property located at 155 Adams Blvd. in the City of Brantford (the “**Adams Property**”) by MVCI and the construction of a flour mill thereon by Golden Mile Food Corporation (“**Golden Mile**”) at an interest rate of 10% per annum, and having a brokerage fee of 4%, a lender’s fee of 2%, both on the principal as it was advanced, and legal fees.
15. In advance of the registration of the Original First Mortgage, MVCI caused an entity related to it to pay the sum of \$67,437.50 directly to the first mortgagee, Merk on account of all brokerage fees and lenders fees due on the first advance as well as legal fees.
16. A first charge was registered by Merk as Instrument No. BC276347 in the amount of \$4,000,000 on June 22, 2015 (the “**Original First Charge**”) against which \$1,000,000 was advanced. The SFC Entities administer the Original First Charge.

17. Monthly interest payments of \$8,333.33 on the principal of \$1,000,000 advanced were made by Golden Miles Bread & Bagel Corporation.
18. No further advances were made with respect to the Original First Charge, leaving principal unadvanced of \$3,000,000.
19. However, SFC and Merk "traded in" the Original First Charge, without the knowledge or consent of MVCI.
20. On February 2, 2017, Merk transferred the Original First Mortgage to SFC for \$4,000,000.
21. On May 29, 2017, SFC transferred 7.5% of the Original First Charge for \$300,000 to KLN Holdings Inc. ("KLN").
22. On August 9, 2017, KLN transferred its 7.5% of the Original First Charge for \$300,000 back to SFC.
23. On August 9, 2017, SFC postponed its interest in the Original First Charge to a subsequent mortgage (the "New First Charge"), referred to hereinbelow, which New First Charge obtained significantly higher interest.

24. On September 13, 2018, SFC postponed its interest in the Original First Charge to a further subsequent mortgage (the "**Original Second Charge**"), below, which Second Charge also obtained significantly higher interest.

C. The Second Mortgage Commitment Involving the Adams Property

25. Notwithstanding that \$3,000,000 had not been advanced under the Original First Charge, and interest payments were current, on or about November 30, 2016, Skylark entered into a Mortgage Commitment with MVCI with respect to a new Charge in the amount of \$9,600,000. The proposed Charge bore significantly higher interest than the Original First Charge calculated at the Bank of Montreal Prime plus 11.3% per annum, a brokerage fee of 5%, a lender's fee of 2% as well as "monitoring fees" of \$5,000 per month (the "**Second Mortgage Commitment**").
26. MVCI did not require the funds and the contemplated transaction did not close at that time.

D. Mahal Entities Mortgage Investments with the Skymark Entities

27. The Mahal Entities advanced funds to the SFC Entities for investment in two mortgages.
28. In or about November 2015, the Mahal Entities advanced to the SFC Entities the principal amount of \$607,640 for purpose of a mortgage advanced by the SFC

Entities in the amount of \$1,200,000 to *The Harley Smith's Delhi Farm Equipment Ltd.* ("**Harley Smith**"). The interest rate was set at 14.90%. Further, the SFC Entities agreed to pay to the Mahal Entities Administration Fees and Lender's Fees, each in the amount of \$50,000 (total: \$100,000). As of today's date, all amounts are unpaid and continue to accrue. The estimated amount due to the Mahal Entities is approximately \$1,600,000.00. Particulars are within the possession and knowledge of the SFC Entities.

29. In or about March 2017, the Mahal Entities advanced to the SFC Entities the principal amount of \$500,000.00 for the purpose of a mortgage advanced for "Soho" ("**Soho**") at an interest rate of 12% per annum on which Administration and Lender's Fees of 10% were due. In or about September 2018, the SFC Entities paid the Mahal Entities the sum of \$581,808.18, leaving a balance forward at that time of approximately \$31,414.38 that has continued to accrue. Particulars are within the possession and knowledge of the SFC Entities.
30. Collectively, the Harley Smith and Soho mortgages will be referred to collectively as the "**Mahal Entity SFC Investments**".
31. The Plaintiffs plead that, since the relationship between the Mahal Entities and the SFC Entities became increasingly blurred, being at times that of a debtor and creditor, and, at others, as an investor or "business partner", the SFC Entities must set-off the amounts due to the Mahal Entities in their capacity as an investor in the

SFC Entities mortgages against any amounts that may be due by the Mahal Entities to the SFC Entities. Details of the business relationship between the two and, subsequently, with Bridging, are set out hereinbelow.

E. Asset Purchase of Thomas Canning (Maidstone) Ltd. (“Thomas Canning”) by 2581150 Ontario Inc. (“258”)

32. Bridging was a senior secured creditor of Thomas Canning (Maidstone) Ltd. and 692194 Ontario Limited (collectively, “**Thomas Canning**”). Thomas Canning operated a tomato farming, canning and processing business in Lakeshore, Ontario. It had been experiencing significant financial difficulties. Golden Mile was a customer of Thomas Canning. During the winter and early spring of 2017, Bridging introduced Thomas Canning to Santokh Mahal (“**Mahal**”), the principal of Golden Mile, for the purpose of assisting Thomas Canning to increase its revenue. Golden Mile had significant expertise and contacts in the food manufacturing and retail business. Among other things, it distributed pasta that was a complementary business to Thomas Canning’s business.
33. Among other things, Mahal recommended that a new manufacturing facility with new “state of the art” machinery be constructed with closer access to Toronto. Thomas Canning resisted Mahal’s recommendations.
34. Thomas Canning’s financial circumstances did not improve. On April 20, 2017, Bridging brought an application without notice to Thomas Canning to appoint an

interim receiver over all of the assets, properties and undertakings of Thomas Canning. Richter Advisory Group Inc. ("**Richter**") was appointed that day.

35. Following negotiations between Bridging and Thomas Canning, on May 1, 2017, Richter was appointed as monitor of all the assets, properties and undertakings of Thomas Canning pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. As provided for in the Monitorship Appointment Order, Richter was authorized to market Thomas Canning's business and assets in accordance with the terms of a refinancing, investment and/or sale process (the "**RISP**") agreed to by Bridging and Thomas Canning.
36. Bridging communicated with Golden Mile to determine if it might be interested in purchasing the assets of Thomas Canning.
37. Under the RISP, Bridging could not be a qualified bidder. However, Bridging had a relationship with Paul Millar who was associated with the SFC Entities. Among other things, the SFC Entities regularly provided mortgage broker services on behalf of Bridging as a lender.
38. Bridging as agent for the Sprott Bridging Income Fund LP agreed to advance credit facilities in favour of SFC that would, in turn, advance funds to Paul Millar and Mahal required to finance the acquisition of the Assets of Thomas Canning (the "**Bridging Thomas Canning Credit Facilities**"). As a consequence, Paul Millar

and Mahal agreed to bid on the Assets of Thomas Canning.

39. 258 was incorporated on June 6, 2017. To the best of Mahal's knowledge and belief, Paul Millar and Mahal are equal shareholders of 258. Mahal was appointed as its director and President. The corporate books and records of 258 are within the possession and control of the SFC Entities and/or Bridging.
40. On June 15, 2017, Richter and 258 entered into an Asset Purchase Agreement (the "**Asset Purchase Agreement**") to purchase the Assets of Thomas Canning for the sum of \$20,000,000. In addition, 258 entered into an agreement with Bridging whereby 258 agreed to assume any remaining liabilities owing by Thomas Canning to Bridging (the "**Bridging Indebtedness**") (the "**Thomas Canning Transaction**").
41. On June 21, 2017, the Commercial List Court issued orders, *inter alia*, (i) appointing Richter as Receiver of Thomas Canning pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and (ii) approving the Transaction (the "**Sale Approval Order**").
42. Pursuant to the Bridging Thomas Canning Credit Facilities, Bridging advanced to SFC the sum of approximately \$18,000,000 that SFC, in turn, advanced to 258 for the purpose of closing the Thomas Canning Transaction (the "**Bridging Thomas Canning Credit Facilities**"). The Bridging Thomas Canning Credit Facilities was

secured by various agreements between SFC and 258 that included the encumbrance of Mahal's shares in 258.

43. The Thomas Canning Transaction was completed on July 7, 2017. On the same day, Mahal resigned as a director of 258 and its President and Mahal delivered his shares in 258 as security for the new indebtedness of 258 to Bridging.
44. From the advance from Bridging to 258 required to close the Thomas Canning Transaction, Richter's Final Statement of Receipts and Disbursements attached to the Final Report of the Receiver pursuant to subsection 246(3) of the *BIA* dated November 5, 2018 indicates that \$19,058,609.50 was disbursed to an entity related to Bridging called Sprott Bridging Income Fund LP. Of that amount, \$18,800,000 was disbursed on July 10, 2017, within three days of the closing of the Thomas Canning Transaction from funds advanced by Bridging to the SFC Entities.

F. The Second Mortgage Involving the Adams Property

45. On May 16, 2017, SFC advanced \$1,593,224.95 to MVCI. On June 8, 2017, SFC advanced a further \$500,946.54. In both cases, funds were available under the Original First Charge (the "**Further SFC Advances**"). Nevertheless, SFC later sought to apply these amounts not to the Original First Charge but retroactively to a New Charge.

46. Also, shortly after the closing of the Thomas Canning Transaction, Bridging agreed to proceed as it had promised 258 with the business plan originally proposed by Mahal to build a new facility and to purchase new machinery for the operation of a new tomato business (the “**258 New Tomato Business**”).
47. For this purpose, and not to secure the SFC Further Advances, MVCI agreed to the registration of the further security contemplated by the Second Mortgage Commitment in the amount of \$9,600,000.00.
48. As noted above, the SFC Entities postponed their interest in the Original First Charge. A new Charge in the amount of \$9,600,000 was registered as Instrument No. BC322166 on August 9, 2017 by SFC against the Adams Property, bearing interest at the rate of the Bank of Montreal Prime Rate plus 11.30% (the “**New First Charge**”).
49. On the same date as the registration of the New First Charge, SFC began to trade in the New First Charge without the knowledge or consent of the Mahal Entities. SFC immediately transferred 5.21% of interest in the New First Charge to KLN for \$500,000.00.
50. On December 1, 2017, SFC transferred its (unspecified interest but presumably 2%) interest in the New First Charge to KLN for \$200,000.

51. On April 3, 2018, SFC transferred its 5.21% of its interest in the New First Charge to KLN for \$500,000.
52. On May 7, 2018, SFC transferred its 9.36% of its interest in the New First Charge to KLN for \$900,000.
53. Thus, SFC's remaining interest in the New First Charge is 78.22%. KLN's interest is 21.78%.
54. Against the New First Charge registered in the amount of \$9,600,000, SFC advanced principal payments of \$8,553,643.28.

G. Personal Property Loans from SFC to Golden Mile Secured by NOSI Registered against 155 Adams Blvd.

55. By Agreement 602804 dated October 25, 2017 between SFC and Golden Mile, SFC agreed to advance to Golden Mile the principal sum of \$928,500.00 at an interest rate of 9.95% for the purchase of equipment for the flour mill to be located at the Adams Property ("Flour Equipment"). Of this amount, the principal sum of \$879,500.00 was advanced.
56. Under paragraph 9 of Agreement 602804, Golden Mile consented to the registration of a security interest including against title of the property where the Flour Equipment was located. The consent of MVCI was not sought.

57. On October 27, 2017, SFC registered its Notice of Security Interest ("NOSI") against the Adams Property as Instrument No. BC327419 in the full amount of \$928,500.00.
58. By Agreement 608235 dated December 6, 2017, SFC agreed to advance to Golden Mile the sum of \$3,360,000 for Flour Equipment at an interest rate of 9.95%. Of this amount, the principal sum of \$2,226,238.70 was advanced.
59. Under paragraph 9 of Agreement 608235, Golden Mile consented to the registration of a security interest including against title of the property where the Flour Equipment was located. The consent of MVCI was not sought.
60. On December 12, 2017, SFC registered a NOSI against the Adams Property as Instrument No. BC330339 in the full amount of \$3,300,000.00. Its registration expired on December 6, 2018.
61. By Agreement 608243 dated March (undated) 2018, SFC agreed to advance to Golden Mile the principal sum of \$633,950.00 for Flour Equipment at an interest rate of 9.95%. Of this amount, the principal sum of \$250,000.00 was advanced.
62. Under paragraph 9 of Agreement 608235, Golden Mile consented to the registration of a security interest including against title of the property where the

Flour Equipment was located. The consent of MVCI was not sought.

63. On March 19, 2018, SFC registered its NOSI against the Adams Property in the full amount of \$633,950.
64. These Agreements and related NOSI will be collectively referred to as the Bridging/SFC "**Flour Equipment Facility**".
65. Under the three Agreements for which SFC registered NOSI against the Adams Property in the amounts of \$4,922,450, SFC advanced principal payments to Golden Mile of \$3,355,738.70.
66. Two subsequent Agreements were entered into in 2019 and corresponding NOSI were registered by SFC against the Adams Property that will be referred to below.

H. The New Proposed Tomato Facility

67. During the winter and spring of 2018, 258 discussed how to move forward in earnest with 258's Business Plan for its New Tomato Business.
68. Mahal prepared a budget that required additional financing from Bridging of \$50,000,000 for the purchase of real property, the construction, if necessary, of a new facility, the purchase of machinery and tomato plants. Mahal proposed that

Bridging refinance the Bridging Thomas Canning Credit Facilities and provide a further facility in the amount of \$50,000,000. Because the New Tomato Business would not be immediately fully operational, Mahal requested that the new combined facility from Bridging be extended as an interest-deferred Term Loan, repayable after five years (the "**Proposed 258 Tomato Facility**"). Bridging agreed in principle, subject to due diligence to be performed in large part on its behalf by Paul Millar of the SFC Entities and 258.

69. During the winter of 2018, Paul Millar travelled to China and to Italy on behalf of Bridging and 258 with Mahal, an associate of Mahal's named Richard Rosetti and Jesse Mahal, the principal of MVCI. The purpose was to conduct due diligence concerning the machinery proposed by Mahal for the New Tomato Business. In so doing, Mahal advanced to 258 the sum of approximately \$80,000 to cover the related expenses incurred by 258, which advances Michael Slattery on behalf of the SFC Entities undertook to reimburse to Mahal. The SFC Entities failed to do so. Full particulars will be provided in advance of trial.

70. Shortly thereafter, 258, with Bridging's continued support, 258 began the search for suitable real estate. In April 2018, 258 found an appropriate existing building located at 49 Easton Road in Brantford (the "**Easton Property**") near the Adams Property at a substantial discount to the cost of constructing a new building for the New Tomato Business. Bridging attended the Easton Property and committed to its financing. The parties agreed that MVCI would act as the purchaser, subject to

re-direction.

71. On April 25, 2018, the vendor, Vivian Group Inc., and MVCI entered into an Agreement of Purchase and Sale for the Easton Property for the sum of \$10,500,000 (the "**Easton Transaction**").
72. As evidence of its Commitment, on or about May 1, 2018, Bridging advanced to SFC the initial deposit required by MCVI for the Easton Transaction of \$250,000. The second required deposit of \$500,000 was advanced by an entity related to Golden Mile.
73. The original closing date for the closing of the Easton Transaction was scheduled for August 27, 2018.
74. During the summer of 2018, the parties agreed that the purchaser would be Canadafresh, an entity related to MCVI.
75. Bridging and the Mahal Entities discussed various financing options. During the summer of 2018, Graham Marr on behalf of Bridging and Mahal reached an agreement in principle whereby Bridging agreed re-finance the existing Facilities for the Flour Mill Construction and Flour Equipment, the Bridging Thomas Canning Credit Facilities and to finance the Easton Transaction (the "**Verbal Financing Agreement**").

76. By letter dated August 23, 2019, Michael Slattery of the SFC Entities wrote to Mahal's lawyer, Neil Boyko, and advised him that the SFC Entities required further time to conduct their due diligence with respect to the Easton Transaction.
77. Later that day, Bridging delivered to SFC, Golden Mile, MVCI, 258 and "Others TBD" (the "Co-Borrowers") a Term Sheet outlining New Facilities including a Demand Term Loan of up to \$10,000,000 and a Demand construction facility of up to \$5,000,000 for costs associated with the build-out of the Easton Property, with interest payable monthly and not deferred as agreed (the "**Tomato Facility**"). It further contemplated a fresh Facility for what it said were the existing balances advanced for the Flour Construction secured by Charges in the amount of \$13,600,000 against the Adams Property (against which, as noted above, principal of \$9,553,643.28 had been advanced to MVCI) and the Flour Equipment in the total amount of \$4,922,450 (against which, as noted above, principal of \$3,355,738.70 had been advanced to Golden Mile) (the "**Flour Construction Facility**" and the "**Flour Equipment Facility**") (all of which are collectively referred to as the "**First Bridging Term Sheet**").
78. The First Bridging Term Sheet was not in accordance with the Verbal Financing Agreement. Further, although SFC and 258, controlled by Paul Millar of the Skymark Entities, were identified as "co-borrowers" in the First Bridging Term Sheet, all three facilities continued to rely upon the assets and credit of the Mahal

Entities and Mahal. It required the unlimited personal guarantees not of SFC or Paul Millar but of Mahal and Jesse Mahal.

79. Not wishing to be “played”, Mahal instructed his lawyer, Neil Boyko to confirm with the lawyer for the SFC Entities/Bridging, Jerry Korman, that he had sufficient funds in his Trust Account to close the Easton Transaction.

I. The New Second Charge Involving the Adams Road Property

80. Mr. Korman assured Mr. Boyko that he did. Under time pressure and in reliance upon the representation made by Mr. Korman on behalf of Bridging and the SFC Entities, rather than accept the terms of the First Bridging Term Sheet, MCVI agreed to grant further security to SFC against the Adams Road Property in the amount of \$6,400,000.00. In addition to the Mahal Entity SFC Investments referred to above, the Deposit of \$500,000 paid by MCVI on account of the Easton Transaction and the principal amounts of \$4,046,356.72 that remained unadvanced under the Original First Charge and the New First Charge against the Adams Property, the Third Charge alone was sufficient security to Bridging to advance the funds required to close the Easton Transaction.
81. The Third Charge in the amount of \$6,400,000 was registered as Instrument No. BC344769 on September 7, 2018 by SFC and KLN against the Adams Property, bearing interest at the rate of the Bank of Montreal Prime Rate plus 11.30% (the

“Original Third Charge”).

82. As noted above, on September 13, 2018, SFC postponed its interest in the Original First Charge/Original Second Charge such that the Original Third Charge became the New Second Charge (the **“New Second Charge”**).
83. The only advance made under the New Second Charge was the amount of \$1,466,574.88 on or about September 7, 2018, leaving principal unadvanced of \$4,933,425.12.
84. In addition, Canadafresh, the proposed assignee of the Agreement of Purchase and Sale, agreed to the registration of security by Bridging and/or the SFC Entities against the Easton Property.
85. Although the closing of the Easton Transaction had been extended to October 11, 2019, at the request of Bridging and the SFC Entities, through no fault of MCVI, Canadafresh or Golden Mile, Bridging failed to advance funds required to close the Easton Transaction. The SFC security for principal unadvanced to MCVI and Golden Mile of \$8,979,781.84.
86. As with the other two Charges, SFC traded in the New Second Charge, upon the credit of the Mahal Entities, without the knowledge or consent of the Mahal Entities.

87. On June 27, 2019, SFC transferred 41.41% of its interest in the New Second Charge by syndication to Andrew Thomson (4.69%), 2620509 Ontario Inc. (2.34%), 2850165 Ontario Inc. (4.69%), Janodee Investments Ltd. (3.91%), Raymond Renaud (3.52%), Cameron Renaud (2.34%), 1061307 Ontario Inc. (8.2%) and KLN (11.72%).
88. On July 25, 2019, SFC transferred 4.69% of its interest in the New Second Charge to Seagrave Building Systems Ltd.
89. Thus, SFC and KLN's remaining interest in the New Second Charge is 53.9%.

J. Subsequent Personal Property Loans Personal Property Loans from SFC to Golden Mile Secured by NOSI Registered against 155 Adams Blvd.

90. By Agreement 611104 dated January 1, 2019 between SFC and Golden Mile, SFC agreed to advance to Golden Mile the principal sum of \$2,680,000 at an interest rate of 9.95%. Of this amount, the principal sum of \$1,500,000 was advanced.
91. Under paragraph 9 of Agreement 611104, Golden Mile consented to the registration of a security interest including against title of the property where the Flour Equipment was located. The consent of MVCI was not sought.

92. On January 23, 2019, SFC registered its NOSI against the Adams Property as Instrument No. BC352563 in the full amount of \$650,890.94. This was subsequently amended on February 19, 2019 by Instrument No. BC353871 amending the amount to \$879,500.00.
93. By Agreement 611104 dated June 6, 2019 between SFC and Golden Mile, SFC agreed to advance to Golden Mile the principal sum of \$2,680,000 at an interest rate of 9.95%. Of this amount, the principal sum of \$1,500,000 was advanced.
94. Under paragraph 9 of Agreement 611104, Golden Mile consented to the registration of a security interest including against title of the property where the Flour Equipment was located. The consent of MVCI was not sought.
95. On July 15, 2019, SFC registered its NOSI as Instrument No. BC361676 in the full amount of \$2,680,000.

K. Summary of Security Registrations and Principal Advances

96. As outlined hereinabove, the following is a summary of the Charges and NOSI registered by the Skymark Entities against the Adams Property, indicating substantial over-registration to the detriment of the Mahal Entities and to the benefit of the Skymark Entities evidenced by its trading activities outlined above.

Total Registrations:

| | | |
|--------------------------|------------------------|------------------------|
| Charges | \$20,000,000.00 | |
| NOSI | <u>\$ 8,841,950.00</u> | \$28,841,950.00 |
| Less Principal Advanced: | \$13,315,237.93 | |
| | <u>\$ 2,772,811.50</u> | |
| Over-Registration | | <u>\$16,088,049.40</u> |
| | | <u>\$12,753,900.60</u> |

L. Breach of Fiduciary Duty and/or Breach of Contract and the Duty of Good Faith and Fair Dealing

97. The above facts demonstrate an ongoing relationship between the Plaintiffs and the Defendants. Initially, the relationship was one of a creditor and debtor. The Defendants extended to the Plaintiffs credit facilities, initially for the construction of the flour mill and related equipment. However, with the Thomas Canning Transaction, and the involvement of Paul Millar on behalf of the Defendants and Mahal on behalf of the Mahal Entities, that relationship evolved to a de facto joint venture. Bridging sought to recover the Thomas Canning Indebtedness. The Mahal Entities had a solution and both the necessary expertise and assets to lend to the joint venture. Both the Plaintiffs and the Defendants intended to share in the profits. The joint venture became 258.

98. The Plaintiffs plead that the joint venture also gave rise to fiduciary duties owed by each of the Bridging and/or SFC Entities to the Mahal Entities, made particularly acute since the Bridging and/or the SFC Entities required Mahal to relinquish effective control in 258 until the New Tomato Business generated the projected revenues in which Bridging and/or the SFC Entities would share with little or no

financial risk, having regard to the security granted to them by the Mahal Entities.

99. In the alternative, the Plaintiffs plead that, having particular regard to the Thomas Canning Transaction and the security granted by the Mahal Entities in reliance upon the ongoing representations made by the Bridging and the Skymark Entities with respect to the New Tomato Business, as noted hereinabove, the Bridging and/or SFC Entities owed to the Mahal Entities a duty of good faith and fair dealing to deal honestly and reasonably.
100. Had Bridging delivered the funds that it promised to 258, particularized above, required to close the Easton Transaction, each party to the joint venture or business relationship would have received what they bargained for.
101. In breach of the fiduciary duties that Bridging and the SFC Entities owed to the Mahal Entities and/or, in the alternative, in the breach of contract between Bridging and the SFC Entities, and the Mahal Entities, including the implied duties of good faith and fair dealing, Bridging and the SFC Entities benefitted from the grants of significant security by the Mahal Entities that Bridging and/or the SFC Entities sought and that originated with the Thomas Canning Transaction for Bridging's benefit. The Defendants failed to hold up their end of the bargain.
102. In view of Bridging and the SFC Entities' intimate knowledge of 258's New Business Plan that first arose on the closing of the Thomas Canning Transaction,

and the ongoing direct support offered by Bridging and the SFC Entities and security granted by the Mahal Entities, referred to above, the losses suffered by the Mahal Entities were foreseeable to Bridging and to the SFC Entities.

103. The Defendants continue to trade in the security granted by the Mahal Entities using the assets and credit of the Mahal Entities, including Mahal's shares in 258 pledged as security for the Bridging Indebtedness, and without the knowledge and consent of the Mahal Entities.
104. Full particulars of the resulting damages suffered by the Mahal Entities will be provided in advance of trial.

M. Preliminary Damages to the Mahal Entities as a Result of the Thomas Canning Transaction and the Failure of Bridging and the Skymark Entities to Close the Easton Road Transaction

105. By reason of the breach of fiduciary duty and/or, in the alternative, its breach of contract by Bridging and the SFC Entities, the Plaintiffs plead that they ought to be placed in the same position with respect to damages as if the agreement by Bridging and the SFC Entities with the Mahal Entities had been performed.
106. By its failure to close the Easton Transaction from which 258's New Tomato Business was intended to operate, the Mahal Entities put at immediate risk the deposits of \$750,000 paid by Bridging and the Mahal Entities required under the Agreement of Purchase and Sale. Litigation is ongoing between the vendor,

Vivian Group Inc., and the purchase, MVCI.

107. More important is the cost of purchasing the existing facility at Easton Road relative to the cost of its replacement by constructing a new facility. Those damages may be preliminarily summarized as follows:

Replacement Cost of the Easton Road Property ("Easton Replacement Cost")

| | | | |
|----|---|---------------------|---------------------|
| 1. | Purchase of 6 acres @ \$500,000 an acre | \$ 3,000,000 | |
| 2. | Build 42,000 sq. ft of cold storage @ \$350.00 a sq. ft. | \$14,700,000 | |
| 3. | Build 135,000 sq. ft. of regular warehouse space and 20,000 sq. ft. of mezzanine @ \$250.00 a sq. ft. | <u>\$38,750,000</u> | |
| | | | \$56,450,000 |
| | <i>Less Purchase Price of the Easton Avenue Property</i> | | <u>\$10,500,000</u> |
| | | | <u>\$42,950,000</u> |

108. In addition, the estimated loss of future annual gross revenue from the New Tomato Business is presently estimated to be \$140,000,000 per annum ("**Loss of Future Income**"). The Easton Replacement Cost and the Loss of Future Income will be collectively referred to as the "**Lost Business Opportunity**". Full particulars of the Lost Business Opportunity will also be provided in advance of the trial of this action.

109. The Plaintiffs propose that the trial of this action take place in Toronto, Ontario.

November 21, 2019

ML. BIGGAR
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Toronto, Ontario
M5R 2Z8

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mlbiggar@mlbiggar.com

Lawyer for the Plaintiffs

**THIS IS EXHIBIT "Q" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 12th day of March, 2020.

BETWEEN:

SKYMARK FINANCE CORPORATION,

(the “**Lender**”)

-and-

MAHAL VENTURE CAPITAL INC.,

a corporation governed by the laws of the Province of Ontario

(“**Mahal Inc.**”)

-and-

GOLDEN MILES FOOD CORPORATION

a corporation governed by the laws of Province of Ontario

(“**Golden Miles**”)

RECITALS:

- A. Mahal Inc. is the owner of the property municipally known as 155 Adams Blvd, Brantford, Ontario (the “**Property**”) and Golden Miles, which processes grain for the production of flour and flour based products, is the operating business at the Property (Mahal Inc. and Golden Miles are hereby collectively referred to as the “**Borrowers**”);
- B. The Lender advanced (i) a loan in the amount of \$9,600,000 to Mahal Inc. (the “**First Mortgage Loan**”), secured by a first-ranking mortgage registered against the Property, pursuant to a commitment letter dated November 30, 2016; (ii) a loan in the amount of \$6,400,000 to Mahal Inc. (the “**Second Mortgage Loan**”), secured by a second-ranking mortgage registered against the Property, pursuant to a commitment letter dated September 4, 2018; and (iii) a loan in the amount of \$4,000,000 to Mahal Inc. (the “**Third Mortgage Loan**”), secured by a third-ranking mortgage registered in favour of the Lender against the Property, pursuant to a commitment letter dated June 8, 2015 (the First Mortgage Loan, Second Mortgage Loan and Third Mortgage Loan are hereby collectively referred to as the “**Mortgage Loans**”);
- C. The Lender advanced (i) a loan in the amount of \$928,500 to Golden Miles, secured by certain equipment described in the Home Improvement Credit Application and Agreement dated October 25, 2017 (the “**First Equipment Loan**”); (ii) a loan in the amount of

\$3,360,000 to Golden Miles, secured by certain equipment described in the Home Improvement Credit Application and Agreement dated December 6, 2017 (the “**Second Equipment Loan**”); (iii) a loan in the amount of \$633,950 to Golden Miles, secured by certain equipment described in the Home Improvement Credit Application and Agreement dated March 14, 2018 (the “**Third Equipment Loan**”); (iv) a loan in the amount of \$879,500 to Golden Miles, secured by certain equipment described in the Home Improvement Credit Application and Agreement dated January 22, 2019 (the “**Fourth Equipment Loan**”); and (v) a loan in the amount of \$2,680,000 to Golden Miles, secured by certain equipment described in the Home Improvement Credit Application and Agreement dated January 25, 2019 (the “**Fifth Equipment Loan**”) (the First Equipment Loan, second Equipment Loan, Third Equipment Loan, Fourth Equipment Loan, and Fifth Equipment Loan are hereby collectively referred to as the “**Equipment Loans**”) (the Mortgage Loans and Equipment Loans are hereby collectively referred to as the “**Loans**”);

- D. The Borrowers have executed and delivered to the Lender the agreements described in **Schedule “A”** attached, as security for the Loans and other obligations to the Lender (collectively, the “**Loan and Security Documents**”);
- E. Golden Miles retained Vicano Construction Limited (“**Vicano**”) for the design and build of a flour mill on the Property. Due to a default in payments by Golden Miles, Vicano registered a construction lien on the Property on March 7, 2019 in the amount of \$4,640,578, and on April 10, 2019 in the amount of \$439,421 (collectively, the “**Vicano Liens**”);
- F. The Borrowers are in default of their obligations to the Lender;
- G. On November 21, 2019, CanadaFresh Corporation, Mahal Venture Capital Inc., Golden Miles Food Corporation and Santokh Mahal (the “**Plaintiffs**”) commenced an action against Bridging Finance Inc., Skylark Holdings Limited, Skymark Finance Corporation, Skylark Mortgages Limited and Merk Investments Ltd., by Statement of Claim bearing Court File No. CV-19-631456 (the “**Mahal Litigation**”);
- H. At the request of the Borrowers, the Lender is prepared to forbear from enforcing its security, subject to and in accordance with the terms and conditions of this Forbearance Agreement (hereinafter, this “**Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE I – INTERPRETATION

- 1.1. **Definitions.** In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan and Security Documents and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan and Security Documents, as applicable.
- 1.2. **Gender and Number.** Words importing the singular include the plural and vice versa and words importing gender include all genders.

- 1.3. **Time.** Time is of the essence in the performance of the Borrowers' obligations.
- 1.4. **Severability.** Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
- 1.5. **Headings.** The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.6. **Entire Agreement.** This Agreement, the Loan and Security Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
- 1.7. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.8. **Conflicts.** If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan and Security Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE II – ACKNOWLEDGEMENTS

- 2.1. **Recitals.** The parties hereto acknowledge and agree that each of the foregoing recitals are true and accurate both in substance and in fact.
- 2.2. **Indebtedness.**
- 2.2.1. **Mahal Inc.** Mahal Inc. acknowledges that as of March 1, 2020, the aggregate amount owing to the Lender under the First Mortgage Loan was \$13,875,870.32, under the Second Mortgage Loan was \$2,338,125.80, under the Third Mortgage Loan was \$1,282,184.13, for a total of \$17,496,180.25.
- 2.2.2. **Golden Miles.** Golden Miles acknowledges that as of March 1, 2020, the aggregate amount owing to the Lender under the First Equipment Loan was \$1,155,851.85, under the Second Equipment Loan was \$4,992,322.63, under the Third Equipment Loan was \$406,744.68, under the Fourth Equipment Loan was \$2,296,245.93, under the Fifth Equipment Loan was \$989,187.81, for a total of \$9,840,352.90.

The aggregate sum of the Mortgage Loans, the Equipment Loans, and the Additional Credit Facilities (as defined below) together with accrued interest, fees and costs actually incurred by the Lender and all other amounts due or to become due by the Borrowers under the Loans, this Agreement or otherwise to the date such indebtedness is fully repaid (hereinafter collectively referred to as the “**Indebtedness**”). Mahal Inc. and Golden Miles hereby confirm that they do not dispute their respective liability to pay the Indebtedness on any ground whatsoever, that they have no claim, demand, set-off or counter-claim against the Lender on any basis whatsoever, and that there is no matter, fact or thing which may be asserted by them in extinction or diminution of the Indebtedness or result in any bar to or delay in the recovery thereof. If there are any claims for set-off, counter-claim or damages, they are hereby expressly released and discharged by the Borrowers.

- 2.3. **Default.** Without limiting the generality of Recital F above, Mahal Inc. acknowledges and agrees that the term of the Mortgage Loans have expired and have not been repaid and Golden Miles acknowledges and agrees that the Equipment Loans are in default.
- 2.4. **Loan and Security Documents.** The Borrowers acknowledge and agree that the Loan and Security Documents now held by the Lender for payment and performance of the Indebtedness have not been released, discharged, waived or varied and are valid, binding and enforceable in accordance with their respective terms.
- 2.5. **The Lender’s Rights.** The Borrowers acknowledge and agree that as the Loans are in default, the Lender is entitled to exercise its rights and remedies under the Loan and Security Documents, at law and in equity. The Borrowers further acknowledge and agree that except as provided in this Agreement, the Lender (by itself or through its employees and agents) has not made any promises, or taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Loan and Security Documents, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Lender or its employees or agents shall create such a waiver or estoppel. The Borrowers acknowledge and agree that by entering into this Agreement, the Lender, except as provided in this Agreement, has not waived any of its rights under any of the Loan and Security Documents, including without limitation the Lender’s right to take any enforcement action in connection with the enforcement of the Loan and Security Documents.
- 2.6. **Demand Letters and BIA Notices.** The Borrowers acknowledge that the Lender shall serve demand letters forthwith after execution of this Agreement (collectively, the “**Demands**”) wherein the Lender shall demand immediate payment of the Borrowers’ respective indebtedness, obligations and liabilities to the Lender together with Notices of Intention to Enforce Security (the “**BIA Notices**”) pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”). The Borrowers agree not to contest the validity of the Demands, the BIA Notices, or the reasonableness of the time given for payment in any proceeding for any reason whatsoever. The Lender will not take any further enforcement steps subject to the terms of this Agreement.

ARTICLE III – FORBEARANCE

- 3.1. The Borrowers have requested and the Lender has agreed to forbear from enforcing the Loans and the Security, subject to and in accordance with the terms and conditions of this Agreement.
- 3.2. The Lender agrees not to take any steps to enforce the Security until the earlier of:
- (a) June 30, 2021 (or such later date as the Lender, acting in its sole discretion may agree to in writing); and
 - (b) the occurrence of an Event of Default (as hereinafter defined)
- (hereinafter referred to as the “**Forbearance Termination Date**”, and the period commencing on the date hereof and ending on (but excluding) the Forbearance Termination Date is the “**Forbearance Period**”).
- 3.3. **Tolling.** Commencing on the next business day following execution of this Agreement and continuing until the date the Loans have been permanently repaid and cancelled, the parties hereto each agree to toll and suspend the running of the applicable contractual time limitations on the commencement of proceedings, any demands for payment, claims or defences, statutes of limitation, laches or other doctrines related to the passage of time in relation to the Loan and Security Documents and any entitlements arising therefrom or any other related matters, or any time-related doctrine (the “**Tolling Agreement**”). Each of the parties confirms that the Tolling Agreement is intended to be an agreement to suspend or extend the basic limitation period provided by section 4 of the *Limitations Act, 2002* (Ontario) (the “**Limitations Act**”) as well as the ultimate limitations period provided by section 15 of the Limitations Act in accordance with the provisions of section 22(3) and 22(4) of the Limitations Act and is intended to be a “business agreement” in accordance with section 22(5) of the Limitations Act and any contractual time limitations on the commencement of proceedings, any claims or defences based upon such statute of limitations, contractual limitations or any time related doctrine including waiver, estoppel or laches.

ARTICLE IV – CONDITIONS

- 4.1. This Agreement is conditional upon compliance with each of the following terms and conditions:
- (a) the Lender shall have received a copy of this Agreement, fully executed by the Borrowers.

ARTICLE V - ADDITIONAL CREDIT FACILITIES

Provided the Borrowers are not in default under the terms of this Agreement, the Lender agrees to provide the following additional credit facilities (collectively, the “**Additional Credit Facilities**”):

- 5.1. **Operating Line.** Subject to the Borrowers' compliance with section 6.3 below, the Lender shall make available to Golden Miles an operating line of credit in the maximum amount of \$1,500,000 for the purchase of grain for production purposes, substantially on the terms and conditions set out in the term sheet attached hereto as **Schedule "B"**.
- 5.2. **Mahal Loan.** The Lender agrees to provide an additional loan to Jesse Mahal in the amount of \$1,600,000 to be used solely to pay for the balance of the construction on the Property (the "**Additional Mahal Loan**"). The loan shall be personally guaranteed by Jesse Mahal and secured by a second-ranking charge on the property municipally known as 6845 Second Line West, Mississauga, Ontario, and substantially on the terms and conditions set out in the term sheet attached hereto as **Schedule "C"**.
- 5.3. **Factoring of Receivables.** The Lender agrees to provide Golden Miles with a factoring facility in an amount to be determined by the Lender in its sole discretion, for the purchase of accounts receivables of Golden Miles, substantially on the terms and conditions set out in the term sheet attached hereto as **Schedule "D"**.

ARTICLE VI - COVENANTS AND AGREEMENTS

- 6.1. **Litigation.** The Plaintiffs hereby consent to an order dismissing the Mahal Litigation on a without costs and with prejudice basis. Within 30 days following execution of this Agreement, the Borrowers shall have obtained an order dismissing the Mahal Litigation.
- 6.2. **Construction Liens.** The Borrowers shall have the Vicano Liens vacated or discharged by September 1, 2020 or such later date as may be mutually agreed upon by the Lender and the Borrowers.
- 6.3. **Monitor.** The Borrowers shall consent to the appointment by the Lender of KSV Advisory Inc. ("**KSV**") as monitor over their respective businesses to monitor their businesses and financial affairs, on terms to be mutually agreed upon by the Lender and the Borrowers.
- 6.4. **Mortgages.**
 - 6.4.1. **First Mortgage Loan.** The Lender agrees to extend the term of the First Mortgage Loan to June 30, 2021. Commencing July 1, 2020, Mahal Inc. shall pay to the Lender on or before the first day of each month the amount of \$170,963.12 for payment of principal and interest. On June 30, 2021, the outstanding balance of the First Mortgage Loan shall be fully repaid by Mahal Inc.
 - 6.4.2. **Second Mortgage Loan.** The Lender agrees to extend the term of the Second Mortgage Loan to June 30, 2021. Commencing July 1, 2020, Mahal Inc. shall pay to the Lender on or before the first day of each month the amount of \$31,463.24 for payment of principal and interest. On June 30, 2021, the outstanding balance of the Second Mortgage Loan shall be fully repaid by Mahal Inc.

- 6.4.3. **Repayment.** Mahal Inc. may repay in whole or in part the First Mortgage Loan or the Second Mortgage Loan at any time up to June 30, 2021, without notice or penalty.
- 6.4.4. **Third Mortgage Loan.** The Lender agrees to extend the term of the Third Mortgage Loan to June 30, 2021. Commencing July 1, 2020, Mahal Inc. shall pay to the Lender on or before the first day of each month the amount of \$8,333.33 for payment of principal and interest. On June 30, 2021, the outstanding balance of the Third Mortgage Loan shall be fully repaid by Mahal Inc.
- 6.5. **Equipment Loans.** The Lender agrees to extend the term of the Equipment Loans to June 30, 2021. Commencing July 1, 2020, Golden Miles shall make monthly payments to the Lender on or before the first day of each month the amount of \$184,849.09 for monthly principal and interest payable on the Equipment Loans. On June 30, 2021, the remaining balance of the Equipment Loans shall be repaid by Golden Miles.
- 6.6. **Cross-Default.** A default under the Mortgage Loans shall constitute a default under the Equipment Loans and a default under the Equipment Loans shall constitute a default under the Mortgage Loans.
- 6.7. **Full Co-operation.** During the Forbearance Period, the Borrowers shall cooperate fully with the Lender, including, without limitation, by providing promptly all requested documentation and information, and by providing the Lender and its agents unrestricted access to the books, records, property, assets and personnel of the Borrowers wherever they may be situated and in whatever medium they may be recorded, which right of access shall include the right to inspect and appraise such property and assets and to make and take away copies of books and records.
- 6.8. **Payments to Creditors.** The Borrowers shall utilize their available cash in a manner so as to ensure their respective continued operation and agree not to make any payments out of the ordinary course of business.
- 6.9. **Agreements Out of Ordinary Course.** The Borrowers shall not enter into any material agreements out of the ordinary course of business, except with the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion.
- 6.10. **The Property.**
- (a) Mahal Inc. shall maintain the Property in good order and repair;
 - (b) The Borrowers shall pay all operating costs with respect to the Property, including but not limited to realty taxes, insurance, heat, water, gas, hydro and any other utility charge which may be levied upon or in connection with the Property as and when due;
 - (c) Mahal Inc. shall promptly provide the Lender with whatever documentation and information that it may require pertaining to the Property and the lease of the Property;

- (d) Mahal Inc. shall provide the Lender with proof of payment of realty taxes with respect to the Property satisfactory to the Lender upon request;
 - (e) Mahal Inc. shall provide the Lender with evidence of insurance with respect to the Property satisfactory to the Lender upon request;
 - (f) Mahal Inc. shall not enter into any leases or occupancy arrangements with respect to the Property without the prior written consent of the Lender, which may be withheld in its sole and absolute discretion;
 - (g) Mahal Inc. shall, upon request by the Lender, allow the Lender, its agents and/or consultants unrestricted access to the Property to conduct environmental assessments, appraisals, valuations of the Property, and all fees, costs, disbursements and taxes incurred by the Lender in relation thereto shall be promptly paid by Mahal Inc., and to the extent not paid shall be added to the Indebtedness secured by the Security.
- 6.11. **Operational Obligations.** For the duration of the Forbearance Period, the Borrowers hereby covenant and agree with the Lender as follows:
- (a) the Borrowers shall maintain their respective corporate existences as valid and subsisting entities and shall not merge, amalgamate or consolidate with any other corporation, except with the Lender's prior written consent;
 - (b) except as specifically provided for herein, the Borrowers shall comply in all respects with all terms and provisions of the Loan and Security Documents and this Agreement and nothing herein derogates therefrom. For greater certainty, except as provided for herein, the Borrowers shall continue to remit all payments when due under the Loan and Security Documents and shall operate all facilities within the terms and limits prescribed therein, except as amended by this Agreement;
 - (c) the Borrowers shall not, without the prior written consent of the Lender, make any distribution or payment to any person, corporation or other entity who does not deal with the Borrowers at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except for:
 - (i) payments of salary at levels not in excess of those now in effect;
 - (ii) payments by Golden Miles to Mahal Inc. for payment of rent for the Property in accordance with the current lease agreement between the parties;
 - (d) the Borrowers shall not, without the prior written consent of the Lender, make any loans or advance money or property to any other party (including, without limitation, any subsidiary or affiliate of the Borrowers) or invest in (by capital contribution, dividend or otherwise) or purchase or repurchase the shares or indebtedness or all or a substantial part of the assets or property of any other party (including, without limitation, any subsidiary or affiliate of the Borrowers), or guarantee, assume, endorse, or otherwise become responsible (directly or indirectly) for the indebtedness, performance, obligations or dividends of any other party (including, without

limitation, any subsidiary or affiliate of the Borrowers) or agree to do any of the foregoing, other than as required by the Loan and Security Documents;

- (e) the Borrowers shall not, without the prior written consent of the Lender, repay any amount for principal or interest or otherwise which may be owing or become owing in connection with any shareholder or related party loan;
 - (f) the Borrowers shall not, without the prior written consent of the Lender, make any distribution (whether by dividend or otherwise) or effect any return of capital on any investment made by any shareholder, or any party related to any shareholder;
 - (g) the Borrowers shall take all steps requested by the Lender to cure any deficiencies in the security granted to the Lender in the Loan and Security Documents;
 - (h) unless otherwise agreed to herein, the Borrowers shall not do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender's rights and remedies under the Loan and Security Documents.
- 6.12. **Capital Expenditures.** The Borrowers shall not make any capital expenditures without the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion.
- 6.13. **Encumbrances.** The Borrowers shall not encumber, sell, transfer, convey, lease, sublease or otherwise dispose of the Property or any part thereof out of the ordinary course of business without the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion.
- 6.14. **Notice of Default.** The Borrowers shall, upon coming aware of same, forthwith provide the Lender with written notice of the occurrence of an Event of Default hereunder.
- 6.15. **Notice of Enforcement.** The Borrowers shall notify the Lender in writing immediately upon receipt of any claim or demand, verbal or written, from any person, for the payment of indebtedness (excluding claims or demands for repayment of trade payables in the ordinary course of business), or immediately upon learning of any actual or threatened seizure or repossession of property of the Borrowers, or the enforcement of security against the Borrowers in relation to the Property.
- 6.16. **Notice of Proceedings.** The Borrowers shall provide the Lender with notice of the commencement of any law suit, other proceedings or action, aside from the Mahal Litigation, brought by any person against the Borrowers within one business day of receipt of same, and provide the Lender with a copy of the relevant pleadings and diligently keep the Lender current and up to date with respect to the status of any such law suit, proceeding or other action.
- 6.17. **Priority Payables.** The Borrowers shall keep current all of their obligations to creditors who may have a lien, charge, security interest or deemed trust in the properties and assets which may rank in priority or *pari passu* to the security held by the Lender on the properties

and assets of the Borrowers, including, without limitation, all amounts owing for wages, vacation pay, realty taxes, operating costs for the Property (including utilities), employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), goods and services tax, harmonized sales tax, provincial sales tax, employer health tax, construction liens and Workplace Safety and Insurance Board premiums (collectively, the “**Priority Payables**”).

- 6.18. **Proof of Priority Payables.** The Borrowers shall provide written evidence to the Lender, forthwith upon request made by the Lender, that all Priority Payables have been paid, such written evidence to be in a form and content to the satisfaction of the Lender in its sole discretion.
- 6.19. **Material Contracts.** The Borrowers shall not surrender, terminate, repudiate or amend, vary or modify in a manner adverse to the Lender acting reasonably, any material contract with respect to its business without the prior written consent of the Lender which may be withheld in the Lender’s sole discretion.
- 6.20. **Restructuring and Reorganization Proceedings.** The Borrowers shall not commence any restructuring or reorganization proceeding under the BIA and/or the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) without the Lender’s prior written consent. In the event that the Borrowers commence any such proceedings, they agree that the Lender shall be an “unaffected creditor” under any such proceedings, and it hereby consents to a court order lifting any stay of proceedings as against the Lender.
- 6.21. **CRA Consent.** The Borrowers shall contemporaneously with the execution of this Agreement provide the Lender with fully completed and executed business consents on the Canada Revenue Agency standard form (collectively, the “**CRA Consents**”) and at no time revoke the CRA Consents during the Forbearance Period.

ARTICLE VI – DEFAULT

- 7.1. **Events of Default.** Any one or more of the following events will constitute an event of default under this Agreement (each an “**Event of Default**”):
- (a) the non-payment when due of any principal, interest or other amounts payable by the Borrowers to the Lender under this Agreement, including the Additional Credit Facilities, the Loan and Security Documents or otherwise;
 - (b) failure by the Borrowers to obtain an order dismissing the Mahal Litigation within 30 days from the execution of this Agreement;
 - (c) failure by the Borrowers to provide the Lender with occupancy certificates issued for the Property from the City of Brantford by July 1, 2020 or a date that is mutually agreed upon in writing by the Lender and the Borrowers that is prior to July 1, 2020;
 - (d) failure by the Borrowers to repay the Indebtedness on or before the Forbearance Termination Date;

- (e) a default or breach of any obligation, promise, covenant, term or condition occurs under this Agreement or the Loan and Security Documents;
- (f) any material representation, warranty or statement made by the Borrowers in any certificate or other document delivered to the Lender in connection with the Loans or herewith is false or misleading in any material respect;
- (g) failure by the Borrowers to perform or comply with any of their covenants or obligations contained in this Agreement, any of the Loan and Security Documents (as amended herein) or in any other agreement or undertaking with the Lender, other than the covenants, obligations or undertakings with which the Borrowers have already failed to perform or comply with at time of execution of this Agreement;
- (h) failure to provide the Lender with the reporting required under the Loan and Security Documents or this Agreement as and when such reporting is required to be delivered;
- (i) a proceeding is taken by or against the Borrowers with respect to a reorganization, compromise or arrangement with creditors, or to have the Borrowers declared Bankrupt, or a proceeding is taken to have a receiver, interim receiver, lien trustee, receiver and manager or agent appointed over all or any part of the property, assets or undertakings of the Borrowers (including the private appointment of any such receiver, receiver and manager or agent), or a party takes possession of all or any part of the property and assets of the Borrowers by distress or execution, or a similar process is levied or enforced against all or any material part of the property of the Borrowers;
- (j) registration of a claim for lien against the Property unless such claim for lien is discharged within 10 days of such registration;
- (k) the Borrowers commit or allow to occur an act of bankruptcy or make an unauthorized assignment or bulk sale of their property or assets;
- (l) there is a change in the *de jure* or *de facto* control of the Borrowers;
- (m) the Borrowers fail to maintain and keep current payments of Priority Payables, which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;
- (n) the loss, damage, destruction or confiscation of any of the Borrowers' property or assets or any part thereof, unless upon such event, the Borrowers pay to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (o) any person threatens to take or takes possession of any property of the Borrowers by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of the Borrowers;

- (p) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of the Borrowers arising for any reason whatsoever;
- (q) the Borrowers fail to maintain insurance on their properties and assets;
- (r) without the Lender's prior written consent, the Borrowers cease or threaten to cease to carry on business in the normal course in the same manner as such business has previously been carried;
- (s) without the prior written consent of the Lender, the Borrowers take any action or commence any proceeding or any action or proceeding is taken or commenced by another person or persons against the Borrowers relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrowers to its creditors, including, without limitation, the filing of a Notice of Intention to Make a Proposal under the BIA, the application for an order under the CCAA or the commencement of any similar action or proceeding by any party other than the Lender;
- (t) the filing of an application for a bankruptcy order against the Borrowers pursuant to the provisions of the BIA by any party other than the Lender;
- (u) the Lender, in its sole and absolute discretion, believes that the prospect of payment of the Indebtedness or performance by the Borrowers of any of their obligations under this Agreement or the Loan and Security Documents is or is about to be impaired or that all or any part of the Borrowers' assets is or is about to be placed in jeopardy; and
- (v) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of the Security or the realizable value of the collateral subject to such security;
- (w) the expiration or termination of the Forbearance Period unless the Indebtedness of the Borrowers has been fully repaid to the Lender by such date.

7.2. **Remedies.** In addition to the Lender's rights and remedies available under the Loan and Security Documents, this Agreement, at law or in equity, upon the occurrence of an Event of Default:

- (a) the balance of the Indebtedness shall, at the option of the Lender, become immediately due and payable without further notice or demand by the Lender to the Borrowers; and
- (b) the Security shall, at the Lender's option, become enforceable in accordance with its terms, including without limitation the Lender's rights to: (i) commence power of sale proceedings in respect of the Property; (ii) appoint a private receiver over the Borrowers' properties, assets and undertakings; or (iii) seek the appointment by

a court of an interim receiver, receiver or receiver and manager of the Borrowers' properties, assets and undertakings.

ARTICLE VII – CONSENTS

- 8.1. Subject to applicable law, upon the occurrence of an Event of Default, the Borrowers consent to any action by the Lender in connection with the enforcement of the Loan and Security Documents, without the necessity of further notice or demand, and hereby agree not to directly or indirectly commence, carry on, consent to, or be a party in any way to any proceeding which would constrain any such action or which would call into question the validity or enforceability of the Indebtedness, this Agreement and/or the Loan and Security Documents. Without limiting the generality of the foregoing, upon or after the occurrence of an Event of Default, the Borrowers irrevocably consent to the private or court appointment of an interim receiver, receiver, receiver and manager or lien trustee in respect of any or all of their respective property or assets.

ARTICLE VIII - GENERAL PROVISIONS

- 9.1. **Reimbursement.** The Borrowers agree to reimburse the Lender in respect of all reasonable expenses (including all legal fees and disbursements, at the Lender's lawyers standard hourly rates) which the Lender has incurred or will incur in connection with any review of the Loan and Security Documents, the negotiation, preparation and administration of this Agreement and the enforcement of the Loan and Security Documents. The Lender may pay such expenses directly and the amount so paid shall form part of the Indebtedness and shall bear interest from the date of payment at the highest rate payable by the Borrowers for any of their Indebtedness to the Lender.
- 9.2. **Release.** The Borrowers (the "**Releasers**") hereby absolutely and irrevocably release, remise, acquit and forever discharge the Lender, its officers, directors, shareholders, employees, agents, representatives, consultants, counsel, predecessors, subsidiary corporations, parent corporations, and the successors and assigns of each of the foregoing (all of the foregoing hereinafter called the "**Released Parties**"), from any and all actions, causes of action, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to this Agreement, the Loans and the Loan and Security Documents and those matters that were alleged or could have been alleged in the Mahal Litigation (the "**Released Matters**"). The Borrowers represent and warrant to the Lender that they have not transferred, assigned or otherwise conveyed any of their rights, title or interest in any Released Matter to any other person and that the foregoing constitutes a full and complete release of all Released Matters. The foregoing release shall survive the termination of this Agreement and the Loan and Security Documents and the repayment of the Indebtedness.

- 9.4. **Independent Legal Advice.** The Borrowers acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrowers confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement.
- 9.5. **Capacity and Authority.** The Borrowers represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.
- 9.6. **Necessary Proceedings.** The execution and delivery of this Agreement and the performance by the Borrowers of their obligations hereunder have been duly authorized by all necessary proceedings.
- 9.7. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Agreement (a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by means of electronic communication:

- (i) in the case of a Notice to the Lender at:

Skymark Holdings Limited
46 Village Centre Place, Suite 300
Mississauga, ON L4Z 1V9

Attention: Paul Millar
Email: paul@yorklondon.com

and with a copy to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Attention: Harvey Chaiton
Email: harvey@chaitons.com

- (ii) in the case of a Notice to Mahal Inc.:

6845 Second Line West
Mississauga, ON L5W 1M8

Attention:

Email:

and with a copy to:

[NTD: Insert Address]

Attention:

Email:

(iii) in the case of a Notice to Golden Miles:

800 Swinbourne Drive
Mississauga, ON L5V 1J6

Attention:

Email:

and with a copy to:

[NTD: Insert Address]

Attention:

Email:

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the electronic address if sent by electronic communication, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission. “**Business Day**” means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian

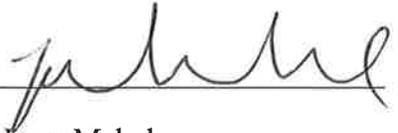
Chartered Lenders located in the City of Toronto are not open for business during normal Banking hours.

- 9.8. **Assignment.** The Borrowers may not assign this Agreement or any of their respective rights or obligations under this Agreement except with the prior written consent of the Lender which may be withheld in the Lender's sole discretion.
- 9.9. **Amendment.** No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
- 9.10. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.
- 9.11. **No Third Party Beneficiaries.** Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third party beneficiary hereof.
- 9.12. **No Novation.** This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of any of the Loan and Security Documents.
- 9.13. **Execution and Delivery.** This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[remainder of page intentionally left blank]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

**MAHAL VENTURE CAPITAL
INC.**



Name: Jesse Mahal
Title: CEO

**SKYMARK FINANCE
CORPORATION**



Name: Paul Millar
Title: Vice President

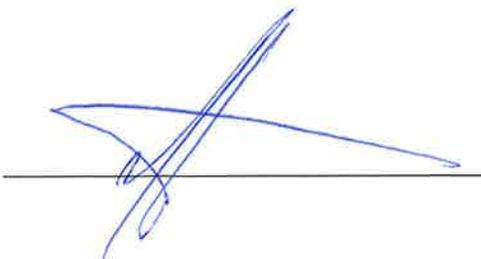
WITNESS:

FRANCIS SAHA
Print Name:



WITNESS:

Michael Slattery
Print Name:



SCHEDULE "A"**(Loan and Security Documents)**

Commitment Letter between Skylark Holdings Limited and Mahal Venture Capital Inc. dated November 30, 2016

Commitment Letter between Skylark Holdings Limited and Santosh Mahal dated June 8, 2015

Commitment Letter between Skylark Holdings Limited and Mahal Venture Capital Inc. dated September 4, 2018

Charge/Mortgage granted by Mahal Venture Capital Inc. in favour of Skymark Finance Corporation registered as Instrument No. BC322166 dated August 9, 2017

Charge/Mortgage granted by Mahal Venture Capital Inc. in favour of Skymark Finance Corporation and KLN Holdings Inc. registered as Instrument No. BC344769 dated September 7, 2018

Transfer of Charge/Mortgage (registered as Instrument No. BC276347 dated June 22, 2015) granted by Merk Investments Ltd. in favour of Skymark Finance Corporation registered as Instrument No. BC311800 dated February 28, 2017

Home Improvement Credit Application and Agreement between Skymark Finance and Golden Mile Food Corporation dated October 25, 2017

Home Improvement Credit Application and Agreement between Skymark Finance and Golden Mile Food Corporation dated December 6, 2017

Home Improvement Credit Application and Agreement between Skymark Finance and Golden Mile Food Corporation – undated dated March 14, 2018

Home Improvement Credit Application and Agreement between Skymark Finance and Golden Mile Food Corporation - undated dated January 25, 2019

Home Improvement Credit Application and Agreement between Skymark Finance and Golden Mile Food Corporation dated January 22, 2019

All items above are herein collectively referred to as the **"Security"**.

**THIS IS EXHIBIT "R" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.



46 VILLAGE CENTRE PLACE
MISSISSAUGA, ONTARIO L4Z 1V9
TELEPHONE: 1-866-380-9979
FACSIMILE: 1-886-696-0509
www.skymarkfinance.ca

September 22, 2020

Mahal Venture Capital
155 Adams Blvd.
Brantford, Ontario

Attention: Jesse Mahal

**Re: SKYMARK loan to MAHAL VENTURE CAPITAL
155 Adams Blvd., Brantford**

Further to the forbearance agreement dated March 12, 2020, monthly interest payments were to commence on July 1, 2020.

We would confirm that we received the first payment on or about August 25, 2020. We wish to advise that this payment has been allocated for the July 1, 2020 payment. To date, the August 1st and September 1, 2020 payments remain outstanding.

Yours truly,

SKYMARK FINANCE CORPORATION

PER;

MICHAEL SLATTERY

A handwritten signature in blue ink, appearing to read "Michael Slattery", is written over the printed name. The signature is stylized and extends across the line.

**THIS IS EXHIBIT "S" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Michael Slattery

From: Michael Slattery
Sent: Friday, March 5, 2021 10:42 AM
To: S. Mahal
Cc: Jesse Mahal
Subject: FW: Forbearance

Subject: FW: Forbearance

Dear Santosh and Jesse,

Please be advised for the forbearance agreement ("FA") signed and dated March 12, 2020, you are still in arrears for both July & August, 2020 in the amount of \$570,577.18. of which you are aware of, You have paid September/20, October/20, November/20, December/20 & January/21 in full and you have part paid February/21 in the amount of \$170,963.12 which we agreed to accept and that the balance you would bring in shortly after, as for the march payment we were not aware that you were not paying the full amount and paying only \$170,963.12 As a result, the total amount of interest outstanding under the forbearance agreement from July/20 to date is \$799,228.12. (This does not include April 1/20, May 1/20 & June 1/20 payments which have been accrued) Additionally, the matter with Vicano, per the FA, has not been resolved as of September, 2020

We would appreciate it if you could address the financial deficiency at your earliest convenience and provide us in writing with an update on your proposed refinance to the institution you mentioned in our last conversation, together with a copy of any term sheet that you have been provided.

Today is March 5th and the forbearance agreement gives you until June 30, 2021. A total of 82 business days.

Sharon McFarlane

Administration

Skylark Holdings Limited

License #10341

46 Village Centre Place - 3rd Floor

Mississauga, Ontario

L4Z 1V9

Telephone (905) 272-1900 Ext. 239

Fax (905) 272-1905

**THIS IS EXHIBIT "T" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE 2021**



A Commissioner etc.



46 VILLAGE CENTRE PLACE
MISSISSAUGA, ONTARIO L4Z 1V9
TELEPHONE: 1-866-380-9979
FACSIMILE: (905)272-1905
www.skymarkfinance.ca

March 16, 2021

Jesse Mahal
Helena Mahal
6845 Second Line West
Mississauga, Ontario
L5W 1M8

Santokh Mahal
800 Swinborne Drive
Mississauga, Ontario
L5V 1J6

Re: SKYMARK FINANCE loan to MAHAL
6845 Second Line West, Mississauga

Please be advised that the above mortgage matures April 1, 2021. This mortgage will not be renewed on its maturity.

Please find attached a mortgage statement for discharge purposes. Please arrange to have this mortgage paid off at your earliest convenience.

Yours truly,

SKMARK FINANCE CORPORATION

PER;

MICHAEL SLATTERY

Enclosure

**SKYLARK²²³
HOLDING
LIMITED**

**Mortgage Brokers
Licence No. 10341**

46 Village Centre Place
Mississauga, Ontario L4Z 1V9
Telephone (905) 272-1900
Fax (905) 272-1905

May 10, 2021

**Re: Skymark Finance Corporation mortgage to Mahal
6845 Second Line West, Mississauga, ON**

Mortgage statement for discharge purposes:

| | |
|---|---------------------|
| Principal outstanding as at May 20, 2020 | \$716,987.60 |
| Interest on advance of \$204,404.08 from Mar 23/20 to May 10/21 | \$22,952.00 |
| Interest on advance of \$344,260.01 from Mar 27/20 to May 10/21 | \$38,229.63 |
| Interest on advance of \$166,146.89 from Apr 16/20 to May 10/21 | \$17,936.47 |
| Brokerage fee | \$35,809.25 |
| Lender's fee | \$14,339.74 |
| Discharge statement & registration fees | \$587.50 |
| Total | <u>\$846,842.19</u> |

Payable to:

Skymark Finance Corporation

Per diem \$240.23

Please forward certified funds to the office of Skylark Holdings Limited.

Funds received after 3:00pm must have interest calculated to the next business date.

Yours very truly,

SKYLARK HOLDINGS LIMITED

PER:

COPY
MICHAEL SLATTERY

E. & O. E.

**THIS IS EXHIBIT "U" TO
THE AFFIDAVIT OF PAUL MILLAR**

SWORN BEFORE ME THIS 24th

DAY OF JUNE, 2021



A Commissioner etc.

Sharon McFarlane

From: Sharon McFarlane
Sent: Thursday, November 5, 2020 12:26 PM
To: Jesse Mahal
Cc: Michael Slattery; Paul Millar
Subject: 155 Adams Blvd., Brantford

Per our conversation of November 3rd, can you please provide as requested repeatedly:

1. Operating statements for the flour mill together with any pertinent presales or sales information;
2. An update from your lawyers, Presta LLP, on bonding off the construction lien. Please note with respect to #2, this was supposed to have been completed by September 1, 2020, as per the forbearance agreement, of which you are in breach.

I have alternative lenders to Bridging that will look at financing the mill but not without #1 & #2 fully addressed above. There is absolutely no way any competent finance company will finance a new mortgage without proper documentation.

Please let us know when you intend to provide this information.

Regards
Paul M

Sharon McFarlane
Administration
Skylark Holdings Limited
License #10341
46 Village Centre Place - 3rd Floor
Mississauga, Ontario
L4Z 1V9
Telephone (905) 272-1900 Ext. 239
Fax (905) 272-1905

**THIS IS EXHIBIT "V" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

LAND
REGISTRY
OFFICE #2

32281-0309 (LT)

PREPARED FOR DePinto1
ON 2021/06/23 AT 11:49:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: FIRSTLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, PLAN 2R6545; SUBJECT TO EASEMENT OVER PART 2, PLAN 2R6545 AS IN BC304245; SECONDLY: PART LOTS 38, 39, CONCESSION 3 BRANTFORD CITY DESIGNATED AS PARTS 1, 2, 3, PLAN 2R1332 AND PART 1, PLAN 2R4747; CITY OF BRANTFORD

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN A259871. PLANNING ACT CONSENT IN DOCUMENT BC254376. PLANNING ACT CONSENT IN DOCUMENT BC292840.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
CONSOLIDATION FROM 32281-0176, 32281-0302

PIN CREATION DATE:
2016/11/10

OWNERS' NAMES
MAHAL VENTURE CAPITAL INC.

CAPACITY SHARE
ROWN

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|---|--|-----------------|--------|--------------|--|-----------|
| ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/11/10 ** | | | | | | |
| **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: | | | | | | |
| ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * | | | | | | |
| ** AND ESCHEATS OR FORFEITURE TO THE CROWN. | | | | | | |
| ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF | | | | | | |
| ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY | | | | | | |
| ** CONVENTION. | | | | | | |
| ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. | | | | | | |
| **DATE OF CONVERSION TO LAND TITLES: 2002/03/11 ** | | | | | | |
| A47358 | 1962/10/09 | BYLAW | | | THE CORPORATION OF THE CITY OF BRANTFORD | C |
| | REMARKS: SKETCH ATTACHED. SECONDLY LANDS | | | | | |
| A58323 | 1964/03/25 | BYLAW | | | | C |
| | REMARKS: SKETCH ATTACHED. SECONDLY LANDS | | | | | |
| 2R1058 | 1977/05/31 | PLAN REFERENCE | | | | C |
| | REMARKS: FIRSTLY LANDS | | | | | |
| 2R1332 | 1978/07/13 | PLAN REFERENCE | | | | C |
| 2R3388 | 1989/09/28 | PLAN REFERENCE | | | | C |
| | REMARKS: FIRSTLY LANDS | | | | | |
| A419221 | 1992/07/16 | BYLAW PUB HGHWY | | | | C |
| | REMARKS: SECONDLY LANDS | | | | | |
| 2R4747 | 1995/03/10 | PLAN REFERENCE | | | | C |

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #2

32281-0309 (LT)

PREPARED FOR DePinto1
ON 2021/06/23 AT 11:49:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD | |
|-----------|------------|--|-------------|--|-----------------------------|-----------|--|
| | | <i>REMARKS: SECONDLY LANDS</i> | | | | | |
| 2R6545 | 2005/08/31 | PLAN REFERENCE | | | | C | |
| | | <i>REMARKS: FIRSTLY LANDS</i> | | | | | |
| BC117317 | 2007/07/09 | NOTICE | | THE CORPORATION OF THE CITY OF BRANTFORD | | C | |
| | | <i>REMARKS: SITE PLAN AGREEMENT FIRSTLY LANDS</i> | | | | | |
| BC276346 | 2015/06/22 | TRANSFER | \$1,700,000 | 156 ADAMS BOULEVARD HOLDINGS LTD. | MAHAL VENTURE CAPITAL INC. | C | |
| | | <i>REMARKS: PLANNING ACT STATEMENTS. FIRSTLY LANDS</i> | | | | | |
| BC276347 | 2015/06/22 | CHARGE | \$4,000,000 | MAHAL VENTURE CAPITAL INC. | MERK INVESTMENTS LTD. | C | |
| | | <i>REMARKS: FIRSTLY LANDS</i> | | | | | |
| BC292841 | 2016/04/13 | APL ANNEX REST COV | | GOLDEN MILES BREAD & BAGEL CORPORATION | | C | |
| | | <i>REMARKS: OVER PARTS 1, 2, & 3, PLAN 2R1332 & PART 1, PLAN 2R4747 SECONDLY LANDS</i> | | | | | |
| BC301442 | 2016/08/31 | TRANSFER | | GOLDEN MILES BREAD & BAGEL CORPORATION | MAHAL VENTURE CAPITAL INC. | C | |
| | | <i>REMARKS: SECONDLY LANDS</i> | | | | | |
| BC304245 | 2016/10/14 | APL CONSOLIDATE | | MAHAL VENTURE CAPITAL INC. | | C | |
| BC306748 | 2016/11/25 | NOTICE | \$2 | THE CORPORATION OF THE CITY OF BRANTFORD | | C | |
| BC308802 | 2017/01/03 | NOTICE | \$2 | THE CORPORATION OF THE CITY OF BRANTFORD | | C | |
| | | <i>REMARKS: BC306748</i> | | | | | |
| BC311800 | 2017/02/28 | TRANSFER OF CHARGE | | MERK INVESTMENTS LTD. | SKYMARK FINANCE CORPORATION | C | |
| | | <i>REMARKS: BC276347.</i> | | | | | |
| BC316950 | 2017/05/29 | TRANSFER OF CHARGE | | SKYMARK FINANCE CORPORATION | KLN HOLDINGS INC. | C | |
| | | <i>REMARKS: BC276347</i> | | | | | |
| BC322163 | 2017/08/09 | TRANSFER OF CHARGE | | KLN HOLDINGS INC. | SKYMARK FINANCE CORPORATION | C | |
| | | <i>REMARKS: BC276347</i> | | | | | |
| BC322166 | 2017/08/09 | CHARGE | \$9,600,000 | MAHAL VENTURE CAPITAL INC. | SKYMARK FINANCE CORPORATION | C | |
| BC322167 | 2017/08/09 | NO ASSGN RENT GEN | | MAHAL VENTURE CAPITAL INC. | SKYMARK FINANCE CORPORATION | C | |
| | | <i>REMARKS: RENTS BC322166</i> | | | | | |
| BC322175 | 2017/08/09 | POSTPONEMENT | | SKYMARK FINANCE CORPORATION | SKYMARK FINANCE CORPORATION | C | |
| | | <i>REMARKS: BC276347 TO BC322166</i> | | | | | |

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #2

32281-0309 (LT)

PREPARED FOR DePinto1
ON 2021/06/23 AT 11:49:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|-----------|------------|--|-------------|-----------------------------|--|-----------|
| BC322181 | 2017/08/09 | TRANSFER OF CHARGE <i>REMARKS: BC322166.</i> | | SKYMARK FINANCE CORPORATION | KLN HOLDINGS INC. | C |
| BC327419 | 2017/10/27 | NO SEC INTEREST | \$928,500 | SKYMARK FINANCE CORPORATION | | C |
| BC329736 | 2017/12/01 | TRANSFER OF CHARGE <i>REMARKS: BC322166.</i> | | SKYMARK FINANCE CORPORATION | KLN HOLDINGS INC. | C |
| BC330339 | 2017/12/12 | NO SEC INTEREST <i>REMARKS: EXPIRY DEC 6, 2018.</i> | \$3,300,000 | SKYMARK FINANCE CORPORATION | | C |
| BC335201 | 2018/03/19 | NO SEC INTEREST | \$633,950 | SKYMARK FINANCE CORPORATION | | C |
| BC335884 | 2018/04/03 | TRANSFER OF CHARGE <i>REMARKS: BC322166.</i> | | SKYMARK FINANCE CORPORATION | KLN HOLDINGS INC. | C |
| BC337603 | 2018/05/07 | TRANSFER OF CHARGE <i>REMARKS: BC322166. AS TO 9.36% INTEREST</i> | | SKYMARK FINANCE CORPORATION | KLN HOLDINGS INC. | C |
| BC344769 | 2018/09/07 | CHARGE | \$6,400,000 | MAHAL VENTURE CAPITAL INC. | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |
| BC344775 | 2018/09/07 | NO ASSGN RENT GEN <i>REMARKS: BC344769.</i> | | MAHAL VENTURE CAPITAL INC. | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |
| BC345096 | 2018/09/13 | POSTPONEMENT <i>REMARKS: BC276347 TO BC344769</i> | | SKYMARK FINANCE CORPORATION | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |
| BC345098 | 2018/09/13 | POSTPONEMENT <i>REMARKS: BC327419 TO BC344769</i> | | SKYMARK FINANCE CORPORATION | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |
| BC345099 | 2018/09/13 | POSTPONEMENT <i>REMARKS: BC330339 TO BC344769</i> | | SKYMARK FINANCE CORPORATION | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |
| BC345100 | 2018/09/13 | POSTPONEMENT <i>REMARKS: BC335201 TO BC344769</i> | | SKYMARK FINANCE CORPORATION | SKYMARK FINANCE CORPORATION KLN HOLDINGS INC. | C |

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LAND
REGISTRY
OFFICE #2

32281-0309 (LT)

PREPARED FOR DePinto1
ON 2021/06/23 AT 11:49:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|--|------------|--------------------|-------------|---|--|-----------|
| BC352563 | 2019/01/23 | NO SEC INTEREST | \$650,891 | SKYMARK FINANCE CORPORATION | | C |
| BC353871 | 2019/02/19 | NO SEC INTEREST | \$2 | SKYMARK FINANCE CORPORATION | | C |
| BC354820 | 2019/03/07 | CONSTRUCTION LIEN | \$4,640,578 | VICANO CONSTRUCTION LIMITED | | C |
| BC356416 | 2019/04/10 | CONSTRUCTION LIEN | \$439,421 | VICANO CONSTRUCTION LIMITED | | C |
| BC357645 | 2019/05/03 | CHARGE | | *** COMPLETELY DELETED *** MAHAL VENTURE CAPITAL INC. | GOLDEN MILE FOOD CORP. | |
| BC358285 | 2019/05/16 | CERTIFICATE | | VICANO CONSTRUCTION LIMITED | | C |
| REMARKS: CERTIFICATE OF ACTION BC354820 BC356416 | | | | | | |
| BC360107 | 2019/06/18 | NO SEC INTEREST | | *** COMPLETELY DELETED *** MAHAL VENTURE CAPITAL INC. | | |
| BC360110 | 2019/06/18 | NO SEC INTEREST | | *** COMPLETELY DELETED *** SKYMARK FINANCE CORPORATION | | |
| BC360211 | 2019/06/20 | DISCHARGE INTEREST | | *** COMPLETELY DELETED *** SKYMARK FINANCE CORPORATION | | |
| REMARKS: BC360110. | | | | | | |
| BC360674 | 2019/06/27 | TRANSFER OF CHARGE | | SKYMARK FINANCE CORPORATION | THOMSON, ANDREW 2620509 ONTARIO INC. 2580165 ONTARIO INC. JANODEE INVESTMENTS LTD. RENAUD, RAYMOND RENAUD, CAMERON 1061307 ONTARIO INC. KLN HOLDINGS INC. | C |
| REMARKS: BC344769. BC344769 | | | | | | |
| BC361676 | 2019/07/15 | NO SEC INTEREST | \$2,680,000 | SKYMARK FINANCE CORPORATION | | C |
| BC361677 | 2019/07/15 | DISCHARGE INTEREST | | *** COMPLETELY DELETED *** MAHAL VENTURE CAPITAL INC. | | |
| REMARKS: BC360107. | | | | | | |
| BC362237 | 2019/07/25 | TRANSFER OF CHARGE | | SKYMARK FINANCE CORPORATION | SEAGRAVE BUILDING SYSTEMS LTD. | C |
| REMARKS: BC344769. | | | | | | |

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #2

32281-0309 (LT)

PREPARED FOR DePinto1
ON 2021/06/23 AT 11:49:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|-----------|------------|--|--------------|--|-------------------------------|---------------|
| BC386710 | 2020/09/21 | TRANSFER OF CHARGE <i>REMARKS: BC276347, BC311800, BC316950, BC322163</i> | | SKYMARK FINANCE CORPORATION | MERK INVESTMENTS LTD. | C |
| BC388390 | 2020/10/15 | DISCH OF CHARGE <i>REMARKS: BC357645.</i> | | *** COMPLETELY DELETED *** GOLDEN MILE FOOD CORP. | | |
| BC393218 | 2020/12/22 | TRANSFER OF CHARGE <i>REMARKS: BC344769</i> | | RENAUD, RAYMOND | 1061307 ONTARIO INC. | C |
| BC399266 | 2021/03/26 | CHARGE | \$35,000,000 | MAHAL VENTURE CAPITAL INC. | GOLDEN MILES FOOD CORPORATION | C |
| BC399986 | 2021/04/06 | NOTICE OF LEASE | \$1 | MAHAL VENTURE CAPITAL INC. | GOLDEN MILES FOOD CORPORATION | C |

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**THIS IS EXHIBIT "W" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Court File No. CV-19-631456

ONTARIO
SUPERIOR COURT OF JUSTICE

~~THE HONOURABLE~~)
~~-Am-~~)
~~JUSTICE~~ REGISTRAR)

Mon DAY, THE 17 DAY
OF AUGUST, 2020



BETWEEN:

CANADAFRESH CORPORATION,
MAHAL VENTURE CAPITAL INC., GOLDEN MILE FOOD CORPORATION
and
SANTOKH MAHAL

Plaintiffs

- and -

BRIDGING FINANCE INC., SKYLARK HOLDINGS LIMITED, SKYMARK
FINANCE CORPORATION, SKYLARK MORTGAGES LIMITED and MERK
INVESTMENTS LTD.

Defendants

ORDER

THIS MOTION made by the Defendants, SKYLARK HOLDINGS LIMITED,
SKYMARK FINANCE CORPORATION, SKYLARK MORTGAGES LIMITED and MERK
INVESTMENTS LTD., for an order dismissing the action without costs, was read this day at ~~993~~
330-Am -
University Avenue, Toronto, Ontario.

ON READING the Consent of the Plaintiffs and the Defendants, BRIDGING FINANCE INC., SKYLARK HOLDINGS LIMITED, SKYMARK FINANCE CORPORATION, SKYLARK MORTGAGES LIMITED and MERK INVESTMENTS LTD., filed:

1. **THIS COURT ORDERS** that the action is hereby dismissed on a with prejudice and without costs basis.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 17 2020

PER / PAR:



-and- BRIDGING FINANCE INC. ET AL.

Plaintiffs

Defendants

Court File No. CV-19-631456

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21952F)
Tel: (416) 218-1129
Fax: (416) 218-1849
Email: harvey@chaitons.com

Saneea Tanvir (LSO No. 77838T)
Tel: (416) 218-1128
Fax: (416) 218-1853
Email: stanvir@chaitons.com

Lawyers for the Defendants, Skylark Holdings Limited,
Skymark Finance Corporation, Skylark Mortgages Limited
and Merk Investments Ltd.

**THIS IS EXHIBIT "X" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE 2021**



A Commissioner etc.



46 VILLAGE CENTRE PLACE
MISSISSAUGA, ONTARIO L4Z 1V9
TELEPHONE: 1-866-380-9979
FACSIMILE: 1-886-696-0509
www.skymarkfinance.ca

May 4, 2021

Mahal Venture Capital
155 Adams Blvd.
Brantford, Ontario

**Re: SKYMARK et al loan to MAHAL VENTURE CAPITAL INC.
155 Adams Blvd., Brantford**

Please be advised that the May 1, 2021 mortgage payment has not been made. Non-payment of interest is a default under the mortgage loans and under the Forbearance Agreement.

If payment is not received by May 5, 2021, we have the right to demand payment of the unpaid balance of all loans and mortgages, and we will take the necessary steps to enforce our security for such loans and mortgages.

Yours truly,

SKYMARK FINANCE CORPORATION

PER;

Michael Slattery

**THIS IS EXHIBIT "Y" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

REPLY TO: HARVEY G. CHAITON
 FILE NO.: 65000
 DIRECT: 416-218-1129
 FAX: 416-218-1849
 EMAIL: harvey@chaitons.com

PERSONAL & CONFIDENTIAL

May 28, 2021

**VIA REGULAR AND REGISTERED MAIL &
 EMAIL TO jesse.mahal@gmail.com and jesse.mahal@goldenmilesfood.com**

Mahal Venture Capital Inc.
 6845 Second Line West
 Mississauga, ON L5W 1M8

Attention: Jesse Mahal

Re: *Skymark Finance Corporation ("Skymark") loans to Mahal Venture Capital Inc. (the "Borrower")*

Dear Sir,

As you are aware, we are counsel for Skymark in connection with the above-referenced matter.

Skymark advanced the following loans to the Borrower: (i) a loan in the amount of \$9,600,000 pursuant to a commitment letter dated November 30, 2016 (the "**First Loan**"), (ii) a loan in the amount of \$6,400,000 pursuant to a commitment letter dated September 4, 2018 (the "**Second Loan**"); and (iii) a loan in the amount of \$4,000,000 pursuant to a commitment letter dated June 8, 2015 (the "**Third Loan**", together with the First Loan and Second Loan, the "**Loans**").

We refer you to the Forbearance Agreement dated March 12, 2020 between Skymark, the Borrower and Golden Miles Food Corporation wherein the Borrower acknowledged itself indebted to Skymark as of March 1, 2020 in the following amounts: \$13,875,870.32 under the First Loan, \$2,338,125.80 under the Second Loan and \$1,282,184.13 under the Third Loan.

We are advised that the Borrower is indebted to Skymark as of May 1, 2021 in the amount of \$18,786,820.20 under the Loans, calculated as follows:

| <u>Loan</u> | <u>Principal</u> | <u>Interest</u> |
|--------------------|-------------------------|------------------------|
| First Loan | \$ 13,875,870.32 | \$ 942,901.88 |
| Second Loan | \$ 2,338,125.80 | \$ 233,932.71 |
| Third Loan | \$ 1,282,184.13 | \$ 113,805.36 |
| TOTAL | \$17,496,180.25 | <u>\$ 1,290,639.95</u> |
| | | \$18,786,820.20 |

Additional interest on the First Loan and Second Loan continues to accrue at the rate of Bank of Montreal prime plus 11.3% per annum. Additional interest on the Third Loan continues to accrue at the rate of 10% per annum.

The Borrower's indebtedness to Skymark under the First Loan is secured by a first ranking mortgage registered against the property municipally known as 155 Adams Blvd, Brantford, Ontario (the "**Property**"). The Borrower's indebtedness to Skymark under the Second Loan is secured by a second-ranking mortgage registered against the Property. The Borrower's indebtedness to Skymark under the Third Loan is secured by a third-ranking mortgage registered against the Property.

An event of default has occurred under the Forbearance Agreement due to the non-payment of interest. A default letter was sent to the Borrower on May 4, 2021, advising of the default and requiring payment by May 5, 2021. The letter advised that failure to correct the default would result in Skymark demanding payment of the unpaid balance of the Loans. The default has not been cured.

Pursuant to the Forbearance Agreement, upon the occurrence of an event of default, the balance of the Indebtedness (as defined therein, which includes the Loans), shall at the option of Skymark become immediately due and payable without further notice or demand.

On behalf of Skymark, we hereby demand payment of your indebtedness to our client. Unless payment of the total amount owing as aforesaid together with interest accrued, fees and legal costs actually incurred to the date of payment or satisfactory arrangements therefor are made forthwith, Skymark shall take such steps as it deems necessary or advisable to recover payment of the Borrower's indebtedness to it. Such steps may include enforcement of its security.

Enclosed please find a Notice of Intention to Enforce Security which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey G. Chaiton
PARTNER

HGC/ST

cc. Rodney M. Godard

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: **Mahal Venture Capital Inc.**, an insolvent person,

Take notice that:

1. Skymark Finance Corporation., a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

The property municipally known as 155 Adams Blvd., Brantford, Ontario (the "**Property**")

2. The security that is to be enforced is in the form of the following (collectively, the "**Security**"):

First Loan

- (a) a first ranking mortgage registered against the Property on August 9, 2017 by Instrument No. BC322166;

Second Loan

- (b) a second ranking mortgage registered against the Property on September 7, 2018 by Instrument No. BC344769;

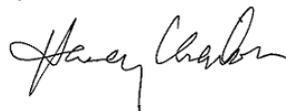
Third Loan

- (c) a third ranking mortgage registered against the Property on June 22, 2015 by Instrument No. BC276347.

3. The total amounts of indebtedness secured by the Security as at May 1, 2021 is \$14,818,772.20 with respect to the First Loan, \$2,572,058.51 with respect to the Second Loan (exclusive of the amounts owed by Golden Miles Food Corporation to Skymark Finance Corporation under certain equipment loans made pursuant to a Home Improvement Credit Application and Agreements dated January 22, 2019 and January 25, 2019) and \$1,395,989.49 with respect to the Third Loan, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 28th day of May, 2021.

Skymark Finance Corporation
by its solicitors, Chaitons LLP



Harvey G. Chaiton

REPLY TO: HARVEY G. CHAITON
 FILE NO.: 65000
 DIRECT: 416-218-1129
 FAX: 416-218-1849
 EMAIL: harvey@chaitons.com

PERSONAL & CONFIDENTIAL

May 28, 2021

**VIA REGULAR AND REGISTERED MAIL &
 EMAIL TO jesse.mahal@gmail.com and jesse.mahal@goldenmilesfood.com**

Golden Miles Food Corporation
 800 Swinbourne Drive
 Mississauga, ON L5V 1J6

Attention: Jesse Mahal

Re: Skymark Finance Corporation (“Skymark”) loans to Golden Miles Food Corporation (the “Borrower”)

Dear Sir,

As you are aware, we are counsel for Skymark in connection with the above-referenced matter.

Skymark advanced the following loans to the Borrower: (i) a loan in the amount of \$928,500 (the “**First Loan**”) pursuant to a Home Improvement Credit Application and Agreement dated October 25, 2017 (the “**First Loan Agreement**”), (ii) a loan in the amount of \$3,360,000 (“**Second Loan**”) pursuant to a Home Improvement Credit Application and Agreement dated December 6, 2017 (the “**Second Loan Agreement**”); (iii) a loan in the amount of \$633,950 (the “**Third Loan**”) pursuant to a Home Improvement Credit Application and Agreement dated March 14, 2018 (the “**Third Loan Agreement**”); (iv) a loan in the amount of \$879,500 (the “**Fourth Loan**”) pursuant to a Home Improvement Credit Application and Agreement dated January 22, 2019 (the “**Fourth Loan Agreement**”); and (v) a loan in the amount of \$2,680,000 (the “**Fifth Loan**”, together with the First Loan, Second Loan, Third Loan and Fourth Loan, the “**Loans**”) pursuant to a Home Improvement and Credit Application and Agreement dated January 25, 2019 (the “**Fifth Loan Agreement**”, together with the First Loan Agreement, Second Loan Agreement, Third Loan Agreement and Fourth Loan Agreement, the “**Loan Agreements**”).

We refer you to the Forbearance Agreement dated March 12, 2020 between Skymark, Mahal Venture Capital Inc. (“**Mahal Inc.**”) and the Borrower wherein it was acknowledged that the Borrower was indebted to Skymark as of March 1, 2020 in the following amounts: \$1,155,851.85 under the First Loan, \$4,992,322.63 under the Second Loan, \$406,744.68 under the Third Loan, \$2,296,245.93 under the Fourth Loan and \$989,187.81 under the Fifth Loan.

We are advised that the Borrower is indebted to Skymark as of May 1, 2021 in the amount of \$10,146,759.56 under the Loans, calculated as follows:

| <u>Loan</u> | <u>Principal</u> | <u>Interest</u> | <u>Deferred Payments + Registration Costs</u> |
|--------------------|-------------------------|------------------------|--|
| First Loan | \$ 928,500.00 | \$ 342,239.90 | \$ 46,492.86 |
| Second Loan | \$3,360,000.00 | \$1,163,157.18 | \$ 167,460.00 |
| Third Loan | \$ 337,837.38 | \$ 103,999.72 | \$ 17,107.41 |
| Fourth Loan | \$2,027,027.03 | \$ 444,286.28 | \$ 101,144.58 |

| | | | |
|--------------|----------------------|----------------------|------------------------|
| Fifth Loan | \$ <u>879,500.00</u> | \$ <u>183,952.10</u> | \$ <u>44,055.12</u> |
| TOTAL | \$7,532,864.41 | \$2,237,635.18 | \$ <u>376,259.97</u> |
| | | | \$10,146,759.56 |

Additional interest on the First Loan, Second Loan, Third Loan and Fourth Loan continues to accrue at the rate of 19.9% per annum. Additional interest on the Fifth Loan continues to accrue at the rate of 20.9% per annum.

The Borrower's indebtedness to Skymark under the First Loan is secured by certain equipment described in the First Loan Agreement. The Borrower's indebtedness to Skymark under the Second Loan is secured by certain equipment described in the Second Loan Agreement. The Borrower's indebtedness to Skymark under the Third Loan is secured by certain equipment described in the Third Loan Agreement. The Borrower's indebtedness to Skymark under the Fourth Loan is secured by certain equipment described in the Fourth Agreement and a second-ranking mortgage registered against the property municipally known as 155 Adams Blvd, Brantford, Ontario (the "**Property**"). The Borrower's indebtedness to Skymark under the Fifth Loan is secured by certain equipment described in the Fifth Loan Agreement and a second-ranking mortgage registered against the Property.

An event of default has occurred under the Loan Agreements due to, among other things, the failure to make payments of interest on time. Pursuant to the Loan Agreements, upon the occurrence of an event of default, Skymark may elect to make demand for the full balance owing under the Loan Agreements.

On behalf of Skymark, we hereby demand payment of your indebtedness to our client. Unless payment of the total amount owing as aforesaid together with interest accrued, fees and legal costs actually incurred to the date of payment or satisfactory arrangements therefor are made forthwith, Skymark shall take such steps as it deems necessary or advisable to recover payment of the Borrower's indebtedness to it. Such steps may include enforcement of its security.

Enclosed please find a Notice of Intention to Enforce Security which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Harvey G. Chaiton
PARTNER

HGC/ST

CC. Rodney M. Godard
Mahal Venture Capital Inc.

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: **Golden Miles Food Corporation**, an insolvent person,

Take notice that:

1. Skymark Finance Corporation., a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

Certain equipment described in Home Improvement Credit Application and Agreements dated October 25, 2017, December 6, 2017, March 14, 2018, January 22, 2019, and January 25, 2019

2. The security that is to be enforced is in the form of the following (collectively, the “**Security**”):

First Loan

- (a) Home Improvement Credit Application and Agreement dated October 25, 2017;

Second Loan

- (b) Home Improvement Credit Application and Agreement dated December 6, 2017;

Third Loan

- (c) Home Improvement Credit Application and Agreement dated March 14, 2018;

Fourth Loan

- (d) Home Improvement Credit Application and Agreement dated January 22, 2019;

Fifth Loan

- (e) Home Improvement Credit Application and Agreement dated January 25, 2019;

3. The total amounts of indebtedness secured by the Security as at May 1, 2021 is \$1,317,232.76 with respect to the First Loan, \$4,690,617.18 with respect to the Second Loan, \$458,944.51 with respect to the Third Loan, \$2,572,457.89 with respect to the Fourth Loan and \$1,107,507.22 with respect to the Fifth Loan, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 28th day of May, 2021.

Skymark Finance Corporation
by its solicitors, Chaitons LLP



Harvey G. Chaiton

**THIS IS EXHIBIT "Z" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

| | |
|--------------------|-------------------------|
| CERTIFICATION DATE | ROLL NUMBER |
| June 16, 2021 | 2906-030-007-07200-0000 |

| | | | |
|--------------------|----------|-------------|-------------|
| CERTIFICATE NUMBER | FEE PAID | ACCOUNT NO. | REFERENCE # |
| 242891 | \$80.00 | 00167800 | |

| | |
|---|---|
| REQUESTED BY: | PROPERTY OWNER & LEGAL DESCRIPTION |
| SKYMARK FINANCE CORPORATION 46 VILLAGE CENTRE PL MISSISSAUGA ON L4Z 1V9 | MAHAL VENTURE CAPITAL INC 155 ADAMS BLVD BRANTFORD CON 3 PT LOTS 38 AND 39 RP 2R6545 PARTS 1 AND 2 RP 2R4747 PART 1 RP 2R1332 PARTS 1 TO 3 |

(Certificate authorized by Section 352 of the Municipal Act, 2001, S.O. 2001, c.25)

| CURRENT LEVY: | INTERIM | FINAL | SUPP/OMIT/OTHER | ADJUSTMENT FOR CAP/CLAWBACK | TOTAL LEVY |
|---------------|-------------|-------------|-----------------|-----------------------------|-------------|
| | \$29,091.92 | \$22,651.02 | \$0.00 | 0.00 | \$51,742.94 |

| INSTALMENTS | TAXES LEVIED | TAXES PAST DUE | PENALTY / INTEREST | TOTAL OUTSTANDING |
|-----------------------------|--------------|----------------|--------------------|-------------------|
| Interim Inst. 1. Feb 26, 21 | \$14,546.92 | \$14,546.92 | \$727.36 | \$15,274.28 |
| Interim Inst. 2. Apr 28, 21 | \$14,545.00 | \$14,545.00 | \$363.62 | \$14,908.62 |
| Final Inst. 1. Jun 30, 21 | \$11,326.02 | \$0.00 | \$0.00 | \$11,326.02 |
| Final Inst. 2. Sep 08, 21 | \$11,325.00 | \$0.00 | \$0.00 | \$11,325.00 |
| Supp/Omit/Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| | |
|-----------------|-------------|
| PRIOR YEAR LEVY | \$58,183.84 |
|-----------------|-------------|

(YEARS NOT DETAILED BELOW ARE PAID IN FULL)

| PRIOR YEARS | TAXES PAST DUE | PENALTY / INTEREST | TOTAL OUTSTANDING |
|---|----------------|--------------------|---------------------|
| 2020 | \$58,183.84 | \$6,709.39 | \$64,893.23 |
| 2019 | \$0.00 | \$0.00 | \$0.00 |
| 2018 and Prior | \$0.00 | \$0.00 | \$0.00 |
| DEFERRED TAXES ON ACCOUNT CREDIT | | | \$0.00 |
| GRAND TOTAL OUTSTANDING (ALL YEARS): | | | \$117,727.15 |

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS RESPECTIVELY SHOW:

1. The current amount of taxes on Real Property and whether any or all of the taxes have been paid as at this date in connection with the above lands, and that the Interim and/or Final taxes as described above, for The Corporation of the City of Brantford have been levied for the current year; and
2. All arrears of taxes returned to this office and due and owing against the above lands.



(FOR) CITY TREASURER

LOCAL IMPROVEMENTS ASSESSED TO THE PROPERTY TO DATE INCLUDE:

| <u>BY LAW</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> | <u>EXPIRY</u> |
|---------------|--------------------|---------------|---------------|
|---------------|--------------------|---------------|---------------|

Note: The City of Brantford does not have any properties with local improvement charges added to property tax accounts.

- Water and Sewer Arrears should be checked with Customer Services, at P.O. Box 515, Brantford, ON. N3T 6L6. Phone 519-756-1360.
- This Certificate reflects only those charges added to the Tax Collectors Roll up to the date of Certification.
- Any Credit Balance appearing on this Certificate is not verified. No adjustment should be made unless the credit balance is a known and acknowledged overpayment.
- The Tax Levy to date does not include subsequent supplementary taxes that may be levied and added under Section 33 or 34 of the Assessment Act, R.S.O. 1990, c.A.31, as amended, nor does it include adjustments that may be made under Section 357, 358 and 359 of the Municipal Act, and Section 39.1 and 40 of the Assessment Act.
- Supplementary tax bills for new buildings and additions/improvements to existing buildings, etc., have various due dates depending on when the billing is issued. They are normally payable in two installments with 21 days notice.
- Tax due dates for regular billings are normally during the months of February, April, June and September. Please call to verify this years due dates.
- If the taxes on this property are paid by **Pre-Authorized Payment (PAP)**, the owner is responsible for notifying the Tax Office when to cancel the PAP deductions. Deductions can be stopped up to the day before the PAP file is transmitted to our bank. Once the file is transmitted, the payments will be processed. We will not refund any payments that have been processed prior to notice being given to cancel the deductions. Taxes can be adjusted on closing to include the final PAP deduction.

**THIS IS EXHIBIT "AA" TO
THE AFFIDAVIT OF PAUL MILLAR
SWORN BEFORE ME THIS 24th
DAY OF JUNE, 2021**



A Commissioner etc.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

SKYMARK FINANCE CORPORATION

Applicant

- and -

**MAHAL VENTURE CAPITAL INC. & GOLDEN MILES FOOD
CORPORATION**

Respondents

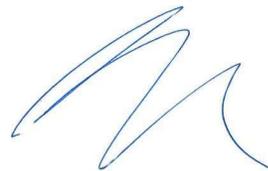
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

CONSENT

KSV RESTRUCTURING INC. hereby consents to being appointed as receiver over the property, assets and undertakings of Mahal Venture Capital Inc. and Golden Miles Food Corporation, substantially in accordance with the form of order attached hereto as **Schedule "A"**.

DATED this 23rd day of June, 2021.

KSV RESTRUCTURING INC.



Per: _____
Name: Noah Goldstein

I have authority to bind the corporation.

TAB 3

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

WEDNESDAY, THE 7th

JUSTICE MCEWEN

)

DAY OF JULY, 2021

)

SKYMARK FINANCE CORPORATION

Applicant

- and -

**MAHAL VENTURE CAPITAL INC. and GOLDEN MILES FOOD
CORPORATION**

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, Skymark Finance Corporation ("Skymark"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Restructuring Inc. as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Mahal Venture Capital Inc. and Golden Miles Food Corporation (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, including the property owned by Mahal and municipally known as 155 Adams Blvd., Brantford, Ontario (the "**Real Property**"), was heard this day by video-conference due to the COVID-19 crisis.

ON READING the affidavit of Paul Millar sworn June 24, 2021 and the exhibits thereto and on hearing the submissions of counsel for Skymark and such other counsel as are listed on the counsel slip, no one else appearing although duly served as appears from the affidavit of

service of Sanea Tanvir sworn June 25, 2021 and on reading the consent of KSV Restructuring Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for and manner of service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including the Real Property and all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business as follows:

(i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to file an assignment in bankruptcy on behalf of the Debtors appointing KSV as trustee in bankruptcy; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or their behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are 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 entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, 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 normal payment practices of the Debtors 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.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate 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 section 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (not including Bodkin, a Division of Bennington Financial Corp., the Bank of Nova Scotia and Caterpillar Financial Services Limited, subject to further order of the Court), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (not including Bodkin, a Division of Bennington Financial Corp., the Bank of Nova Scotia and Caterpillar Financial Services Limited, subject to further order of the Court), but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<@>’.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Mahal Venture Capital Inc. and Golden Miles Food Corporation (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

TAB 4

Revised: ~~January 21, 2014~~
~~s.243(1) BIA (National Receiver)~~
~~and s. 101 CJA (Ontario) Receiver~~

Court File No. _____

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST

THE HONOURABLE _____) ~~WEEKDAY~~WEDNESDAY, THE #7th
)
 JUSTICE ~~_____~~MCEWEN) DAY OF ~~MONTH~~JULY, ~~20YR~~2021

~~PLAINTIFF~~¹

~~Plaintiff~~

SKYMARK FINANCE CORPORATION

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

MAHAL VENTURE CAPITAL INC. and GOLDEN MILES FOOD CORPORATION

Respondents

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant, Skymark Finance Corporation ('Skymark'), for an Order pursuant to section 243(1) of the *Bankruptcy and*

¹ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.~~

~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. as receiver ~~{and manager}~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~(Mahal Venture Capital Inc. and Golden Miles Food Corporation (collectively, the "DebtorDebtors")), acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including the property owned by Mahal and municipally known as 155 Adams Blvd., Brantford, Ontario (the "Real Property"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by video-conference due to the COVID-19 crisis.

ON READING the affidavit of ~~[NAME]~~Paul Millar sworn ~~[DATE]~~June 24, 2021 and the ~~Exhibits~~exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~Skymark and such other counsel as are listed on the counsel slip, no one ~~else~~ appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~Saneea Tanvir sworn ~~[DATE]~~June 25, 2021 and on reading the consent of ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for and manner of service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including the Real Property and all proceeds thereof (the "Property").

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the

~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business; as follows:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~250,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~1,000,000; and

⁴~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

⁵~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;
- (r) to file an assignment in bankruptcy on behalf of the Debtors appointing KSV as trustee in bankruptcy; and
- (s) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or their behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the

Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are 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 entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, 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 normal payment practices of the ~~Debtor~~Debtors 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.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate 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 section 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the

Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person ([not including Bodkin, a Division of Bennington Financial Corp., the Bank of Nova Scotia and Caterpillar Financial Services Limited, subject to further order of the Court](#)), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (not including Bodkin, a Division of Bennington Financial Corp., the Bank of Nova Scotia and Caterpillar Financial Services Limited, subject to further order of the Court), but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the ~~Rules of Civil Procedure~~. Subject to Rule 3.01(d) of the ~~Rules of Civil Procedure~~ and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <@>’.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Mahal Venture Capital Inc. and Golden Miles Food Corporation (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ KSV Restructuring Inc.,
solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Document comparison by Workshare Compare on Friday, June 25, 2021 2:45:00 PM

| Input: | |
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| Document 1 ID | file://C:\Users\Antoinet\Desktop\receivership-order-EN (2).doc |
| Description | receivership-order-EN (2) |
| Document 2 ID | PowerDocs://DOCS/5134534/2 |
| Description | DOCS-#5134534-v2-Skymark._Receivership_Order. |
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| Insertions | 98 |
| Deletions | 113 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 211 |

SKYMARK FINANCE CORPORATION

-and- MAHAL VENTURE CAPITAL INC. and GOLDEN MILES FOOD CORPORATION

Applicant

Respondents

Court File No. CV-21-00664778-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

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