



**Supplement to the Third Report to Court of
KSV Restructuring Inc.
as Receiver and Manager of
Mahal Venture Capital Inc. and
Golden Miles Food Corporation**

April 8, 2022

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COURT FILE NO. CV-21-00664778-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

SKYMARK FINANCE CORPORATION

APPLICANT

- AND -

MAHAL VENTURE CAPITAL INC. AND
GOLDEN MILES FOOD CORPORATION

RESPONDENTS

SUPPLEMENT TO THE THIRD REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

APRIL 8, 2022

1.0 Introduction

1. This report (“Supplemental Report”) supplements the Receiver’s Third Report to Court dated April 4, 2022 (“Third Report”).
2. Unless otherwise stated, capitalized terms used in this report have the meanings provided to them in the Third Report.

1.1 Restrictions

1. This Supplemental Report is subject to the restrictions in the Third Report.

2.0 Caterpillar Equipment

1. On April 1, 2022, the Receiver notified the service list in this proceeding, by email, that it would be seeking, *inter alia*, approval of the Transaction on April 11, 2022. The Receiver’s motion record was served on April 1, 2022 and the Third Report was served on April 4, 2022. Copies of the Receiver’s counsel’s emails to the service list are attached as Appendix “A”.
2. In Section 2.1 of the Third Report, the Receiver advised that Caterpillar Financial Services Limited (“Caterpillar”) has registered a PPSA financing statement against Golden Miles in respect of a Caterpillar 259D3 compact track loader (the “Caterpillar Equipment”). The Caterpillar Equipment is included in the Purchased Assets in the APA.

3. On April 1, 2022, the Receiver received a proof of claim from Caterpillar, including a financing agreement dated September 10, 2020 (the "Financing Agreement"). A copy of the Financing Agreement is attached as Appendix "B".
4. Prior to the delivery of the proof of claim on April 1, 2022, the Receiver had not received any communication from Caterpillar, however, Caterpillar had been notified of these proceedings by the Receiver, as early as October 12, 2021.
5. Blakes reviewed the validity and priority of the security interests claimed by Caterpillar and is of the opinion, subject to standard qualification and assumptions, that Caterpillar's security is valid and enforceable against the Caterpillar Equipment and ranks ahead of all other secured creditors of Golden Miles.
6. Pursuant to discussions among Blakes, the Receiver, representatives of Caterpillar and Dickinson Wright LLP, counsel to the Purchaser, the Receiver and the Trustee entered into an Asset Purchase Agreement Amending Agreement dated April 7, 2022, (the "Amending Agreement") to exclude the Caterpillar Equipment as a Purchased Asset. The parties also agreed to reduce the Purchase Price by \$30,000, all allocated to the equipment.
7. A redacted copy of the Amending Agreement is included as Appendix "C". An unredacted copy of the Amending Agreement is included as Confidential Appendix "1".
8. The Receiver respectfully requests that the unredacted Amending Agreement be filed with the Court on a confidential basis and be sealed for the same reasons provided in Section 4.3 of the Third Report.

3.0 Recommendations

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order approving the APA, as amended by the Amending Agreement.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
MAHAL VENTURE CAPITAL INC. AND GOLDEN MILES FOOD CORPORATION
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

Appendix “A”

Murtaza Tallat

From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: April 1, 2022 3:32 PM
To: harvey@chaitons.com; dpreger@dickinsonwright.com; lcorne@dickinsonwright.com; dseifer@dickinsonwright.com; Noah Goldstein; Mitch Vininsky; Murtaza Tallat; Burr, Chris; McIntyre, Caitlin; Parente, Alexia; dtouesnard@waterousholden.com; rwinterstein@grllp.com; diane.winters@justice.gc.ca; insolvency.unit@ontario.ca; s.mahal@rogers.com; jesse.mahal@gmail.com; rjaipargas@blg.com; jfreeman@freemanlegal.ca; gmoftat@tgf.ca; adriedger@tgf.ca; kjackson@fasken.com; blewis@fasken.com; rcalderswood@dzlaw.com; tsandler@osler.com; jkanji@osler.com; cmark@wvllp.ca; sherry.pottie@cat.com
Subject: In the Matter of Mahal Venture Capital Inc. et al. - Notice of Motion of the Receiver
Attachments: Notice of Motion - Receiver of Mahal VC et al. - 1-APRIL-2022.pdf

To the Service List,

Please find attached and served upon you the Notice of Motion KSV Restructuring Inc. in its capacity as Receiver of Mahal Venture Capital Inc. Golden Miles Food Corporation in the above-noted matter in respect of a hearing on **Monday, April 11, 2022 at 10:00 a.m.** for, among other things, approval of a transaction which contemplates the sale of substantially all the Companies' property, which is hereby served upon you pursuant to the Ontario *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List.

Please note that a full Motion Record in respect of this hearing will be served on Monday, April 4, 2022.

Regards,
Caitlin

Caitlin McIntyre (she, her, hers)
Associate
caitlin.mcintyre@blakes.com
T. +1-416-863-4174
C. +1-905-746-6711

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000, Toronto ON M5L 1A9 ([Map](#))
blakes.com | [LinkedIn](#)

 | Blakes Means Business

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Murtaza Tallat

From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: April 4, 2022 6:35 PM
To: harvey@chaitons.com; dpreger@dickinsonwright.com; lcorne@dickinsonwright.com; dseifer@dickinsonwright.com; Noah Goldstein; Mitch Vininsky; Murtaza Tallat; Burr, Chris; Parente, Alexia; dtouesnard@waterousholden.com; rwinterstein@grllp.com; diane.winters@justice.gc.ca; insolvency.unit@ontario.ca; s.mahal@rogers.com; jesse.mahal@gmail.com; rjaipargas@blg.com; jfreeman@freemanlegal.ca; gmoftat@tgf.ca; adriedger@tgf.ca; kjackson@fasken.com; blewis@fasken.com; rcaldewood@dzlaw.com; tsandler@osler.com; jkanji@osler.com; cmark@wvllp.ca; sherry.pottie@cat.com; canadacollections.banko@scotiabank.com; abakaity@kanialawyers.com
Subject: RE: In the Matter of Mahal Venture Capital Inc. et al. - Notice of Motion of the Receiver
Attachments: Motion Record of the Receiver (Approval and Vesting Order, etc., returnable April 11, 2022) - 04-APR-2022.pdf

Service List,

Please find attached and served upon you the Motion Record of KSV Restructuring Inc. in its capacity as Receiver of Mahal Venture Capital Inc. Golden Miles Food Corporation in the above-noted matter in respect of a hearing on **Monday, April 11, 2022 at 10:00 a.m.** for, among other things, approval of a transaction which contemplates the sale of substantially all the Companies' property, which is hereby served upon you pursuant to the Ontario *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List.

The Zoom details for this hearing are as follows:

Join Zoom Meeting
<https://us02web.zoom.us/j/85339936666?pwd=TkZITGk1V0F4cE50dnBZeUszbzY2QT09>

If you intend to attend this hearing, please let me know by reply email as soon as possible.

Regards,
Caitlin

Caitlin McIntyre (she, her, hers)
Associate
caitlin.mcintyre@blakes.com
T. +1-416-863-4174
C. +1-905-746-6711

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From: McIntyre, Caitlin

Sent: Friday, April 1, 2022 3:32 PM

To: harvey@chaitons.com; dpreger@dickinsonwright.com; lcorne@dickinsonwright.com; dseifer@dickinsonwright.com; ngoldstein@ksvadvisory.com; mvininsky@ksvadvisory.com; mtallat@ksvadvisory.com; Burr, Chris <CHRIS.BURR@blakes.com>; McIntyre, Caitlin <CAITLIN.MCINTYRE@blakes.com>; Parente, Alexia <alexia.parente@blakes.com>; dtouesnard@waterousholden.com; rwinterstein@grllp.com; diane.winters@justice.gc.ca; insolvency.unit@ontario.ca; s.mahal@rogers.com; jesse.mahal@gmail.com; rjaipargas@blg.com; jfreeman@freemanlegal.ca; gmoffat@tgf.ca; adriedger@tgf.ca; kjackson@fasken.com; blewis@fasken.com; rcalderswood@dzlaw.com; tsandler@osler.com; jkanji@osler.com; cmark@wvllp.ca; sherry.pottie@cat.com

Subject: In the Matter of Mahal Venture Capital Inc. et al. - Notice of Motion of the Receiver

To the Service List,

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Regards,
Caitlin

Caitlin McIntyre (she, her, hers)

Associate

caitlin.mcintyre@blakes.com

T. +1-416-863-4174

C. +1-905-746-6711

Appendix “B”



Caterpillar Financial Services Limited
1122 International Boulevard
4th Floor
Burlington, Ontario L7L 6Z8
Phone (800) 561-3771
Fax (888) 244-0307

Payoff Quote

Contract Number: 104-50009183
Customer Name: GOLDEN MILES FOOD CORPORATION
155 ADAMS BLVD
BRANTFORD, ON N3S 7V8

This payoff is based on the assumption that the **July 10, 2021** payment has not been made. This payoff is not final or binding until the contract is paid in full.

If funds will be received after the Good Through Date, please add the Per Diem amount for each additional day.

Payoff Total: \$78,600.73 CAD
Per Diem: \$0.00
Good Through Date: October 01, 2021

Payoff total includes all the line items below:

Balance: \$68,950.17
GST/HST: \$8,963.52
QST/PST: \$0.00
Late Charges: \$62.04
Miscellaneous Charges: \$60.00
Processing Fee: \$565.00
Overpayment: \$0.00

Assets applicable to this payoff quote:

Serial #	Model #
CAT0259DVCW906863	259D3

Please make payment to Caterpillar Financial Services Limited by one of the following options:

1. Payment by Wire:

TD Canada Trust
55 King Street West
Toronto, ON M5K 1A2
Bank ID: 004
Transit Code: 10202
Account 5224865 (Canadian Dollars)
Swift Code: TDOMACATTTOR

2. Payment by Cheque:

Please send your cheque to the following address:
CATERPILLAR FINANCIAL SERVICES LIMITED
T9929
P.O. Box 9900 STN A
TORONTO, ON M5W 2J2

Please include your contract number on all remittances. Payoffs received via wire transfer are processed and cleared within two business days. Payoffs received via cheque are processed and cleared within five business days.

The processing fee covers the costs of early termination, in full or in part, of the contract. Upon our receipt and clearing of the full payoff amount, we will send paid in full documentation to the Customer listed above and we will also file an electronic lien release with the appropriate jurisdiction. Please note that if any of the assets listed above has been pledged as additional security or is subject to a cross-collateral cross-default agreement, we reserve the right to maintain our security interest in these assets

Thank you for your business. For additional information, please review our Frequently Asked Questions at www.catfinancial.com/ca/faq-en. Contact us at Canada.Payoffs@cat.com or 1-888-228-8811.

Prepared by: Sherry Pottie

Prepared On: April 01, 2022

PROVINCE OF ON - PERSONAL PROPERTY REGISTRY

REPORT ON REGISTRATION

----- REGISTRATION VERIFICATION -----

File Number: 76684450 [Edit](#)
 Registration Type: Lien
 ON File #: 20200914 1631 1901 0455
 Registration #: 765725589
 Registration Date: 14 Sep 2020
 Service Province: ON
 Term (years): 6
 Amount of Lien: N/A
 Lien Expiry Date: 2026-09-14
 Requester: Nelly Yaneza

Secured Parties:

CATERPILLAR FINANCIAL SERVICES LIMITED
 3457 SUPERIOR COURT UNIT 2
 OAKVILLE, ON, L6L0C4

Debtors:

GOLDEN MILES FOOD CORPORATION
 155 ADAMS BLVD
 BRANTFORD, ON, N3S7V8
 CA

Golden Miles Bread and Bagel
 155 ADAMS BLVD
 BRANTFORD, ON, N3S7V8
 CA

Assets:

Collateral Classifications:

Consumer Goods Inventory Equipment Accounts Other MV Included

General Collateral:

ONE (1) CATERPILLAR 259D3 COMPACT TRACK LOADER C/W PALLET FORKS 42" WITH CARRIAGE AND GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Type	Serial No.	Year	Make	Model
Motor Vehicle	CAT0259DVCW906863	2020	CATERPILLAR	259D3

----- END OF REPORT -----

This electronic Report On Registration is created by AVS Systems Inc. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. The data contained within this report is believed to be valid, accurate and reliable. A formal and physical certificate of registration for the lien can be obtained from the Provincial Property Registry upon the secured party's or the secured party's authorized registry agent's request. In the event of a discrepancy between this report and registry data the data provided by the registry will be considered correct.

Cat Financial Document Package

Thank you for considering Caterpillar Financial, where our goal is to have Customers for Life. This package includes documents for your consideration regarding the proposed transaction below:

GOLDEN MILES FOOD CORPORATION
155 ADAMS BLVD
BRANTFORD, ON N3S 7V8

Dealer: BATTLEFIELD EQUIPMENT RENTALS DIV OF
TOROMONT INDUSTRIES LTD
Transaction Number: 4063705
Contract Number: 104-50009183

Year/Make/Model Number	Serial Number	VIN	Equipment Location	Proposed Financed Amount
2020 CATERPILLAR 259D3	CAT0259DVCW906863		155 ADAMS BLVD BRANTFORD, ON N3S 7V8	\$82,740.00

Rental Amount: \$1,558.25 including taxes

Payment Due Date: September 10, 2020 and the same day of each month

Insurance Requirements:

Physical Damage: Caterpillar Financial Services Limited named as Loss Payee

Coverage Limit: Financed Amount per machine as Stated Above

General Liability - Caterpillar Financial Services Limited named as Additional Insured

Coverage Limit: \$1,000,000 per occurrence

Invoices/Notices will be mailed to:

GOLDEN MILES FOOD CORPORATION
155 ADAMS BLVD, BRANTFORD, ON N3S 7V8

Documents included in this package:

- 1) CA English Financial Lease Agreement ROC
- 2) CA English Insurance Carrier Information National (Leases)
- 3) CA English Invoice National Form (All FPs)
- 4) CA English Pre-Authorized Debit Form National Form (All FPs)
- 5) CA English Purchase Agreement
- 6) CA English Regular Credit Application - Customer Entity
- 7) NA Amort Schedule FL With PaymentDate from Trx_Deal

RM

Additional Requirements/Notes:

If you have questions about this document package, please contact your dealer sales rep, dealer finance rep. We will mail you a copy of your executed documents and amortization schedule after closing of your transaction.

For questions after your transaction closes, or on any of your existing contracts, please contact Customer Service at 1-800-561-3771 or NABC.CustomerService@cat.com. You can also access your accounts online at www.catfinancial.com.

Thank you for your consideration!

Lease Agreement
Contract Number 104-50009183



This Lease Agreement (together with each addendum, schedule, Application Survey and rider attached to, or made a part of, this lease and any amendments made from time to time being collectively referred to as "this Lease") is entered into by Caterpillar Financial Services Limited ("we", "us" or "our") and the Lessee named below ("you" or "your").

1. PARTIES

LESSOR:
CATERPILLAR FINANCIAL SERVICES LIMITED
 3457 Superior Court, Unit 2
 Oakville, ON L6L 0C4
 HST Registration #: 100843952
 PST Registration #: 100843952

LESSEE:
GOLDEN MILES FOOD CORPORATION
 155 ADAMS BLVD
 BRANTFORD, ON N3S 7V8

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS (Whether the Unit is new or used, the model number, the year, the manufacturer, and the model name)	SERIAL/VIN (Unique ID number for this Unit)	MONTHLY LEASE PAYMENT* (The total amount due each month if your payments are made on their due date or see attached Payment Schedule)	PURCHASE OPTION PRICE (see Section 15)	MAX TOTAL HOURS/USAGE (Maximum total usage of Unit - see Application Survey, if one is used for this Lease)	DELIVERY/RENTAL CONVERSION DATE (Enter date Unit was delivered to you or the date Unit was converted from a rental if you were previously renting)
	CAT0259DVCW906863	\$1,378.98	\$1.00	N/A	_____

(1) NEW 2020 CATERPILLAR 259D3 COMPACT TRACK LOADER

*BASE MONTHLY PAYMENT:	1,378.98	COMMENCEMENT DATE:	September 10, 2020
HST:	179.27	LOCATION OF UNITS:	155 ADAMS BLVD
PST:	0.00		BRANTFORD, ON N3S 7V8
MONTHLY LEASE PAYMENT:	1,558.25		

For a description of any other units that have been leased pursuant to this Lease, see the "Equipment Description Schedule" in the attached SCHEDULE A. For any other units that represent "Additional Collateral", see the "Additional Collateral" section of the attached SCHEDULE A ("Additional Collateral"). Each item of Additional Collateral identified in any attached SCHEDULE A is considered a Unit under the terms of this Lease.

In reliance on your selection of the units described above (together with all attachments, accessories and optional features, whether or not installed with any of those units, and all manufacturer manuals and instructions, being referred to in this Lease as a "Unit" or the "Units"), we have agreed to acquire and lease the Units (excluding any Additional Collateral) to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

You acknowledge that the Units (excluding any Additional Collateral) were delivered to you in good working condition and that you accepted them on the date indicated. If any of the Units (excluding any Additional Collateral) will be delivered to you after you sign this Lease, you agree to sign and deliver to us a separate delivery certificate.

Each addendum, schedule, application survey for a Unit (each, an "Application Survey") and rider that is referred to in this Lease and is attached to this Lease or is deemed to be attached to this Lease is incorporated into this Lease by reference and is deemed to be a part of this Lease.

TERMS AND CONDITIONS

- 3. Lease Term** The "Lease Term" for each Unit will start on the Commencement Date, as identified in the first page of this Lease and will continue for 60 months, unless we terminate this Lease in accordance with its terms. However, we have no obligation to enter into this Lease or pay the supplier of the Units (the "Supplier") for the Unit(s) until you have delivered to us all documents that we may reasonably request.
- 4. Lease Payment** You will pay us the monthly Lease Payments beginning September 10, 2020 and on the same date of each month thereafter (or the last day of the month, if there is no such date). The monthly Lease Payments will be due without demand. You will also pay us all other amounts payable by you under this Lease and under any other document delivered by you in connection with this Lease, including each applicable Application Survey (collectively, the "Lease Documents") when due (all such other payments, together with the monthly Lease Payments, being referred to in this Lease as the "Lease Payments"). You will pay all Lease Payments not otherwise payable by pre-authorized debit to us at Caterpillar Financial Services Limited, 3457 Superior Court, Unit 2, Oakville, ON L6L 0C4 or such other location that we designate in writing. You agree this Lease is a non-cancellable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.
- 5. Late Charges** If we do not receive a Lease Payment by the 14th day after the date the Lease Payment is due, you will be charged a late payment charge on the late Lease Payment equal to the lesser of (i) one and one half (1.5%) percent and (ii) the highest legal contract rate of interest.
- 6. Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or the Supplier of any of the Units. **We make no representations, warranties or conditions whatsoever, express or implied, with respect to this Lease or to any Unit. Without limiting the generality of the foregoing, each Unit is leased "as is, where is". We make no representations, warranties or conditions as to the quality of materials or workmanship or that the materials or workmanship comply with the terms of any purchase order or agreement. We expressly disclaim, and you waive all other representations, warranties, conditions and claims, express or implied, arising by law or otherwise, with respect to any Unit or this Lease, including, without limitation, any representation, warranty or condition relating to: (a) the merchantability of any Unit; (b) any Unit's fitness for a particular purpose; (c) the course of performance, course of dealing or usage of trade; (d) any obligation, liability, right, claim or remedy in tort; (e) any obligation, liability, right, claim, or remedy for loss of or damage to any Unit, for loss of use, revenue, or profit with respect to any Unit, for any liability to any third party, or for any other indirect, incidental, or consequential damages, including strict or absolute liability in tort; and (f) any Unit's freedom from any lien, claim, security interest, hypothec or other encumbrance and its compliance with applicable laws, including patent laws.** Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit regarding the operation of any Unit). You agree to pursue only these third parties for any and all such claims. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.
- 7. Possession, Use and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon any Unit. (c) You will not sublease any Unit or permit the use of any Unit by anyone other than you. (d) You will not change the use of any Unit from that set out in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of any Unit from that set out above, without our prior written consent. (f) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, hypothec or encumbrance on any of your rights under this Lease or with respect to any Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right to inspect any Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter any Unit or affix any accessory or equipment to any Unit if doing so will impair its originally intended function or use or reduce its value. If added to any Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. All parts, accessories and equipment affixed to a Unit will become our property. All of your right, title and interest in such parts, accessories and equipment shall transfer automatically to us immediately upon such affixation without the need for any documents of transfer.
- 8. Taxes You will pay when due, or promptly reimburse us for payment of, all taxes imposed on any Unit or Lease Payments.** You will also pay or reimburse us for all (i) license and registration fees, (ii) charges that are imposed in connection with the ownership, possession, use, purchase (including by you pursuant to this Lease) or lease of any Unit from the time we purchase the Unit until it is returned to us or purchased by you and (iii) fines, penalties, interest or additions to any tax, fee or charge. You will remain responsible for the payment, or reimbursement of, any such taxes, fees and charges, regardless of when we receive notice of them. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If any Lease Payment under this Lease is deemed to include goods and services tax or harmonized sales tax or any similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly. You will not deduct or withhold any taxes from a Lease Payment unless required by applicable law. If taxes are required to be deducted or withheld, the amount of the Lease Payment will be increased so that after the tax deduction or withholding (including any tax deduction or withholding required from the increased amount) we receive the amount that we would have received in the absence of any tax deduction or withholding, and you will also provide us with evidence of remittance of the taxes to the relevant tax authority. We may change the Monthly Lease Payment to reflect any increase or decrease in any taxes from time to time. You acknowledge that you have satisfied yourself as to the tax and accounting treatment of the Lease Documents for your purposes and have not relied on us as to those matters.
- 9. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under this Lease or any other Lease Document. A "Casualty Occurrence" will occur if any Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage or loss reports provided to a governmental authority, an insurer or the Supplier; and (ii) all documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Lease. (d) In the event of a Casualty Occurrence, you will pay to us, on the first monthly Lease Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no monthly Lease Payment due date remaining) an amount (the "Liquidated Damages") equal to the sum of: (i) the present value of all future Lease Payments payable under this Lease for

such Unit to the end of the Lease Term for such Unit; (ii) the present value of the Purchase Option Price payable under this Lease for such Unit, as stated on the front of this Lease, plus applicable taxes, assuming that you had elected to purchase such Unit; and (iii) all other amounts then due under this Lease with respect to the Unit suffering the Casualty Occurrence (including any late charges and fees). Present values will be determined by us by discounting such amounts at the implicit interest rate which we have applied, in our sole discretion, to this Lease and our determination of such present values shall be conclusive, absent manifest error. Upon our receipt of the Liquidated Damages for the applicable Unit, the Lease Term with respect to such Unit shall terminate.

10. Release and Indemnity (a) You release and agree to indemnify, defend, and keep harmless, us, our successors and assigns, and our and their directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all claims, actions, damages, losses, penalties, fines, liabilities, charges, costs and expenses of whatever kind or nature, which arise in any way from or are related in any way to any Lease Document or any Unit including the use and contents of such Unit and any defects in respect of such Unit ("Claims") (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims for which we are or may be responsible when and as they become due. (b) You are entitled to control the defense of or to settle a Claim, so long as: (i) no Event of Default has occurred and is then continuing; (ii) you are financially capable of satisfying your obligations under this Section; and (iii) we approve your proposed defense counsel. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable legal fees and disbursements on a solicitor-client basis, incurred by any Indemnitee in defending or investigating any Claim or in enforcing this Section. Under no circumstances are we liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

11. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for at least the aggregate amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You will also provide us with all requested information. Upon demand, you must promptly deliver to us evidence of such insurance coverage.

12. Events of Default Each of the following is an event of default (each, an "Event of Default"): (a) you fail to make a payment when due; (b) a representation or warranty made to us in connection with any Lease Document is incorrect or misleading; (c) you fail to observe or perform any other covenant or agreement, and the failure continues for 10 days after written notice to you; (d) a default occurs under any other agreement between you or a guarantor of this Lease (each, a "Guarantor") and us or an affiliate of ours; (e) you, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors; (f) any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within 30 days after filing or appointment; (g) there is a material adverse change in your or a Guarantor's financial condition, business operations or prospects; (h) there is a termination, breach, or repudiation of a Guarantor's guarantee; and (i) any Unit becomes uninsured or subject to any sale, sublease, lien, claim, mortgage, security interest, hypothec or encumbrance (other than in our favour).

13. Remedies If an Event of Default occurs, we will have the rights and remedies provided by this Lease and as provided to a secured party under the *Personal Property Security Act* (Ontario) and any other applicable law. Among these rights and remedies are to: (a) bring a court action to recover damages; (b) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations and, by written notice to you, require you to pay us on the date set out in the notice, as a genuine pre-estimate of liquidated damages and not as penalty (and in addition to all other amounts owing under any of the Lease Documents including any amounts owing under this Section, an amount equal to the Liquidated Damages for all of the Units at such time; (c) recover any additional damages and expenses suffered by us due to the Event of Default; (d) enforce our security interests; (e) require you to assemble and return each Unit pursuant to Section 14; (f) enter premises where a Unit may be located and take immediate possession of, disable or remove such Unit (and any unattached parts) without notice, liability or legal process (and upon such repossession or disabling pursuant to this Section 13(f) or any return of such Unit under Section 13(e), your right to possess and use such Unit will terminate, but this Lease will remain in effect unless we expressly notify you of the cancellation of this Lease under Section 13(b)); (g) in the name of and as your irrevocably appointed agent and attorney and without terminating or being deemed to have terminated this Lease, sublease all or any of the Units to anyone else on such terms and conditions, for such rental and for such period of time as we see fit and receive such rental and hold the same and apply the same against any amounts payable by you under any of the Lease Documents; (h) store (including at your premises without liability) or sell, lease or otherwise dispose of the Units or any of them, at public or private sale, lease or other disposition, for cash or credit, and on such terms as we may determine; and (i) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, cancel the agreement on your behalf and upon such cancellation, we may also receive the refund of any fees that we financed but had not received from you as of the date of the Event of Default. You agree to pay all charges, costs, expenses and reasonable legal fees and disbursements (on a solicitor-client basis) incurred by us in enforcing this Lease. The proceeds of any sale, lease or disposition of a Unit will be applied, first, to reimburse us for all expenses of collection and enforcement of this Lease, including our legal fees and expenses and second, to obligations owed to us under this Lease as we may determine. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or any of our affiliates. You will promptly pay any deficiency to us. Except as prohibited by applicable law, we are entitled to retain any remaining proceeds after the exercise of our remedies. To the extent you are entitled to a refund from us, you agree we will have the right to offset any obligation that you have with us or our affiliates with such refund. The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. If you fail to perform any of your obligations under this Lease, we may (but need not) perform the obligations, without waiving or curing any breach of this Lease. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

14. Return of Unit On expiration of the Lease Term or if you do not elect to purchase the Unit(s) pursuant to this Lease, or if we demand possession of a Unit pursuant to the terms of this Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and any applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If a Unit is not in the condition required by Section 7 and any applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring such Unit into the required condition as we determine, acting reasonably, and you shall pay us a daily rental charge equal to 1/30th of the Monthly Lease Payment, plus any other costs and expenses each day until the Unit is brought into the required condition.

15. Purchase Option If no Event of Default has occurred and is continuing, you may, by notice delivered to us at least sixty (60) days prior to the end of the Lease Term elect to purchase on the end of the Lease Term any or all of the Units at a purchase price equal to the Purchase Option Price for such Unit, as stated on the first page of this Lease, plus any applicable taxes thereon. The purchase price will be due at the end of the Lease Term. Upon payment of such purchase price and all other amounts due under this Lease, plus any other costs and expenses due in connection with the transfer of such Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of

sale. The bill of sale will be delivered to you without any representations, warranties or conditions except that such Unit is free of all encumbrances of any person claiming through us. You will purchase such Unit from us on an **"AS IS, WHERE IS, WITH ALL FAULTS BASIS"**. If you do not elect to purchase a Unit, at the end of the Lease Term you will return such Unit to us as provided in Section 14 and all of your rights and interest in such Unit will automatically terminate. If you fail to purchase or return a Unit at the end of the Lease Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us for each such Unit a daily rental charge equal to 1/30th of the Monthly Lease Payment for such Unit each day until the day the Unit is purchased or returned to us.

16. Ownership; Security Interest Subject to your right to use and possess the Units as set out in this Lease, and subject to your purchase option in Section 15, title to the Units (excluding any Additional Collateral) remains with us. As additional security for your obligations to us under this Lease and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you grant to us a continuing first priority security interest in each Unit, all substitutions, replacements and additions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interests in each Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

17. Representations, Warranties and Covenants You represent, warrant and covenant to us that: (a) you will provide all financial information and reporting (including, but not limited to your financial statements) as we may reasonably require; (b) all credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete; (c) you will not change your name, principal place of business or primary residence and, if you are a business entity, your jurisdiction of formation or form of business organization or change the jurisdiction in which your chief executive office or registered office is located, without prior written notice to us, or enter into any merger, amalgamation, consolidation or restructuring without our prior written consent; and (d) this Lease constitutes your valid obligation, legally binding on you and enforceable according to its terms.

18. Unit Monitoring Systems In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and all of its subsidiaries or affiliates, including us (collectively "Caterpillar"), and Caterpillar dealers to access data concerning such Unit, its condition and its operation transmitted from the monitoring system. The information may be used (i) to administer, implement and enforce the terms of this Lease, (ii) recover the Unit if necessary, or (iii) to improve Caterpillar's products and services. You agree that information transmitted may include the serial number, VIN, Unit location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

19. Assignment; Counterparts We may assign, sell, concurrently lease or otherwise dispose of, or encumber (each, an "Assignment"), all or any part of the Lease Documents, the Lease Payments, and the Units, to anyone else (each, an "Assignee"), without notice to you or your consent. **The rights of any assignee will not be subject to any defense, counterclaim or set off which you may have against us.** If requested by us, you will assist us in any Assignment. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. This Lease is for the benefit of, and is binding upon, you and your permitted successors, assigns, heirs and executors and us and our successors and assigns (including any Assignee). You must not assign this Lease or any right or obligation under it without our prior written consent. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible. A signed copy of this Lease or any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

20. Personal Information Consent We may collect and use personal information provided by you in connection with this Lease and any related application for the purposes of verifying and evaluating the application, your identity (including for regulatory compliance purposes), creditworthiness (including by obtaining and using credit reports), and the information provided to us in connection with the application or this Lease. We may collect credit, financial and related personal information for these purposes from you or your application, our affiliates, credit bureaus and credit reporting agencies, from references that you may have provided in the application and other parties with whom you have had a financial or credit relationship. You consent to the disclosure of such information by these parties to us. Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. We may, from time to time, use the information referred to above and other personal information collected or compiled by us in connection with this Lease (collectively, the "Information") and share the Information among and with us, Caterpillar and authorized Caterpillar dealers for the purposes of opening, administering, servicing and enforcing this Lease, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, and responding to inquiries and otherwise communicating with you regarding the account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related Information to credit bureaus, credit reporting agencies and to your current or future creditors. We may use and exchange your banking information with financial institutions for payment processing purposes. We may otherwise use the Information and disclose the Information to third parties: (i) to register security interests; (ii) to enforce security, this Lease and otherwise collect amounts owing to us; (iii) for the purposes of detecting and preventing fraud; (iv) in connection with audits; (v) for the purposes of meeting legal, regulatory, risk management and security requirements; and (vi) as permitted or required by law (including as required by foreign laws applicable to us and our agents or service providers). We may use and disclose the Information to our assigns, prospective assigns and other third parties that are connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets (including this Lease and amounts owing to us) for the purposes of permitting a prospective assign to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, or completing the transaction. Our successors and assigns may collect, use, and disclose the Information for substantially the same purposes as described in this Lease. We may use agents and service providers (including Caterpillar acting in that capacity) to collect, use, store or process the Information on our behalf for the purposes described in this Lease. Some of these agents or service providers may be located outside of Canada, including the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. We may, from time to time, use the Information and share the Information among and with Caterpillar to promote and market additional products or services of Caterpillar to you. You may refuse consent for this purpose by contacting us at 1-800-651-0567.

To request access to, or correction of the Information, or if you have any questions about how we handle the Information, please contact us at the address designated above or as otherwise designated by us. The consents provided above shall be valid for so long as required to fulfill the purposes described in this Lease.

21. Effect of Waiver; Entire Agreement; Notices; Applicable Law Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and all Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable in such Province. You consent to the jurisdiction of any appropriate court located within that Province. If you are a corporation, you agree that *The Limitation of Civil Rights Act* (Saskatchewan), as it may be changed from time to time, will not apply to this Lease or to our rights, powers or remedies and you waive and release all benefits under those laws and any similar laws of any jurisdiction to the fullest extent permitted by law. Where permitted by law, you waive your rights to receive a copy of any financing statement, financing change statement, verification statement or other similar

instrument filed or issued at any time in respect of this Lease or any amendment of this Lease. **The parties waive the right to trial by jury in any action arising out of or related to this Lease, the obligations or the Units.**

22. No Agency; Modification of Lease No person or entity, including, without limitation, the Supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in

blanks, including correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All your obligations under this Lease survive the expiration or termination of this Lease if necessary to give full effect to the terms of this Lease. Time is of the essence under this Lease

You represent and warrant to us that you have entered into this Lease for business purposes only and not for personal, family or household purposes and that you are not a "consumer" under any applicable consumer protection legislation or cost of credit disclosure legislation. You acknowledge that we are relying on the truth of the previous sentence in deciding on whether to enter into this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including any applicable Application Survey.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES LIMITED

LESSEE
GOLDEN MILES FOOD CORPORATION

Signature Joanne Routly

Signature Jesse Mahal

Name (Print) Joanne Routly

Name (Print) Jesse Mahal

Title Direct Document/Funding Manager

Title CEO

Date 12/5/2020 | 11:36 AM CST

Date 9/10/2020 | 8:05 AM CDT



Direct Pay (Pre-Authorized Debit) Authorization
Contract Number 104-50009183

1. CUSTOMER INFORMATION

Name GOLDEN MILES FOOD CORPORATION Name _____

2. PRE-AUTHORIZED DEBIT (PAD) DETAILS

Each of the accountholder(s) ("we", "us" or "our") signing this Direct Pay (Pre-Authorized Debit) Authorization ("this Authorization") authorizes Caterpillar Financial Services Limited ("you" or "your"), on your own behalf or as agent for any assignee, to debit our bank account set out below or any other bank account that we may identify to you from time to time ("Account") for: (i) the amount of each payment due under the CAT Financial Lease Agreement in respect of the Contract Number 104-50009183 (together with all other documents delivered to you in connection with such agreement, the "Contract") on or shortly after its payment due date ("Scheduled Debit Date") as set out in the Contract and (ii) any other amount that may become due under the Contract from time to time (including, without limitation, late payment charges, NSF and other charges) on the next Scheduled Debit Date. You will obtain our authorization to debit our account on any date that is not a Scheduled Debit Date.

We require monthly invoices. Yes No PAD Category: Business

3. TERMS AND CONDITIONS

If our financial institution dishonours any debit for any reason, you may issue another debit in substitution for the dishonoured debit. You will have no liability on account of a dishonoured debit.

We may cancel this Authorization at any time by written notice to you, which notice will be effective 10 days after receipt; however, our cancellation of this Authorization does not terminate, cancel or reduce our obligations under the Contract. For a sample cancellation form, or more information on our right to cancel this Authorization, we may contact our financial institution or www.cdnpay.ca.

We represent and warrant (i) that all persons whose signatures are required to sign on the Account have signed this Authorization and (ii) that all Account information we provide is accurate. We will immediately notify you, in writing, of any change in the Account information and, in any event, at least 10 business days prior to the next Scheduled Debit Date.

You may assign this Authorization, directly or indirectly, by operation of law, change of control or otherwise, without notice, unless notice is required by law.

We have certain recourse rights if any debit does not comply with this Authorization. For example, we have the right to be reimbursed for any debit that is not authorized or is not consistent with this Authorization. For more information on our recourse rights, we may contact our financial institution or visit www.cdnpay.ca.

We can contact you at the address below to make inquiries, obtain information or seek any recourse rights.

We understand that you will not notify us in advance of any withdrawal and we agree to waive all pre-notification requirements in respect of all debits drawn under this Authorization.

4. BANK ACCOUNT INFORMATION



Please attach a sample cheque with "VOID" written on it.

SIGNATURES

For a joint account, the signatures of all accountholders must appear on this Authorization.

Signature Jesse Mahal
Name (print) Jesse Mahal
Title CEO
Date 9/10/2020 | 8:05 AM CDT

Signature _____
Name (print) _____
Title _____
Date _____

Caterpillar Financial Services Limited, 3457 Superior Court, Unit 2, Oakville, ON L6L 0C4

Phone: 1-800-561-3771, Fax: 289-291-2235



INSURANCE CARRIER FORM
Contract Number 104-50009183

1. PARTIES

CUSTOMER:

GOLDEN MILES FOOD CORPORATION
 155 ADAMS BLVD
 BRANTFORD, ON N3S 7V8

LESSOR:

CATERPILLAR FINANCIAL SERVICES LIMITED
 3457 Superior Court, Unit 2
 Oakville, ON L6L 0C4

2. TERMS AND CONDITIONS

Per your Lease agreement with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Limited has been named as loss payee for the equipment's replacement value. The deductible must be shown.

Liability Coverage must be a minimum of \$1,000,000 of combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Limited must be named as additional insured.

Please complete this form to provide contact information for your physical damage coverage as well as your liability coverage.

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

<u>Year/Make/Model#</u>	<u>Equipment Description</u>	<u>Serial #</u>	<u>Vin #</u>	<u>Value</u>
NEW 2020 CATERPILLAR 259D3 COMPACT TRACK LOADER		CAT0259DVCW906863		\$82,365.00

Platform Insurance

Paulo Ferreira

Insurance Agency

Insurance Agent's Name

Street Address

City

Zip

416-637-8241

pferreira@platforminsurance.com

Agent's Phone Number

Fax number

E-mail Address

3. SIGNATURES

TO BE COMPLETED BY CUSTOMER:

I hereby instruct you to add Caterpillar Financial Services Limited as a Loss Payee and additional insured:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy which you are authorized to issue in the name listed above which will provide the coverage required.

Caterpillar Financial Services Limited must be given notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person shall not invalidate the insurance to Caterpillar Financial Services Limited.

Signature *Jesse Mahal*

Name (print) Jesse Mahal

Title CEO

Date 9/10/2020 | 8:05 AM CDT

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

TO BE COMPLETED BY INSURANCE AGENT:

I verify that the equipment listed on the previous page has been added to the policy/policies listed above, naming Caterpillar Financial Services Limited as Loss Payee for physical/ property damage and Additional insured for general liability coverage as their interest may appear.

Insured Name: _____

Policy number: _____

Expiry Date: _____

Insurance Company Name: _____

Agent Name: _____

Agent Signature: _____

Date Signed: _____

OR:

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4
Fax: 888-244-0290
E-mail: CFSL.InsuranceMailbox@cat.com



Purchase Agreement
Contract Number 104-50009183

This Purchase Agreement (this "Agreement") is entered into by Caterpillar Financial Services Limited ("we", "us" or "our") and the Seller named below ("you" or "your").

1. PARTIES

BUYER:

CATERPILLAR FINANCIAL SERVICES LIMITED
 3457 Superior Court, Unit 2
 Oakville, ON L6L 0C4

SELLER:

BATTLEFIELD EQUIPMENT RENTALS DIV OF TOROMONT INDUSTRIES LTD
 27 FINLEY ROAD
 BRAMPTON, ON L6T 1B2

2. DESCRIPTION OF UNITS

You agree to sell to us, and we agree to buy from you, the units described below (collectively, the "Units"), subject to the terms and conditions of this Agreement.

DESCRIPTION OF UNITS (Whether the Unit is new or used, the model number, the manufacturer, and the model name)	SERIAL/VIN (Unique ID number for this Unit)	TOTAL PRICE
(1) NEW 2020 CATERPILLAR 259D3 COMPACT TRACK LOADER	CAT0259DVCW906863	\$82,365.00

LESSEE:

GOLDEN MILES FOOD CORPORATION
 155 ADAMS BLVD
 BRANTFORD, ON N3S 7V8

Equipment Delivery Point:
 155 ADAMS BLVD
 BRANTFORD, ON N3S 7V8

Financing Fees - Dealer Portion
Subtotal
HST
PST
Total Purchase Price

280.00
 82,645.00
 10,743.85
 Exempt
 93,388.85

ADDITIONAL TERMS

- The lessee named above ("Lessee") has, (i) with your assistance, selected the Units, (ii) instructed us to buy the Units from you, and (iii) agreed to lease the Units from us pursuant to a Lease Agreement (the "Lease").
- We will have no obligation under this Agreement (and you will promptly refund any sums we have previously paid to you with respect to the Units) unless (i) all of the conditions set forth in Section 3 (if Lease) / 4 (if Master Lease) of the Lease have been fulfilled in a timely manner and (ii) the Lessee has not communicated to us, prior to Delivery (as defined below) of the Units, an intent not to lease the Units from us. All conditions specified in this Section 2 will be fulfilled in a timely manner unless we notify you to the contrary in writing or by email or facsimile prior to Delivery of the Units. "Delivery" means the later of the time (a) we execute this Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Units.
- Upon Delivery of the Units and provided that the conditions in Section 2 are satisfied, ownership, title and risk of loss to the Units will transfer to us.
- You represent and warrant that (i) upon Delivery of the Units we will be the owner of and have absolute title to the Units free and clear of all claims, liens, security interests, hypothecs and other encumbrances, and (ii) you have not received any deposit or other payment from the Lessee in connection with the Units.
- You will forever warrant and defend the sale of the Units to us, and our successors and assigns, against any person claiming an interest in the Units.
- Upon satisfaction of the conditions in Section 2, and except as provided in Section 2, we will pay you the Total Purchase Price for the Units within 3 business days following the receipt and approval by us of all documentation deemed necessary by us in connection with the Lease.
- You will deliver the Units to the Lessee at the Location of Units specified in the Lease.
- We may assign this Agreement to a third party without notice to you or your consent. You agree to assist us in any assignment if we so request. You may not assign this Agreement without our consent. Each reference in this Agreement to "we", "us" or "our" includes our successors and assigns. This Agreement is for the benefit of, and is binding upon, you and us and your and our permitted successors and assigns.
- This Agreement will not become effective until it has been signed by our duly authorized representative. This Agreement is governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable in such Province.
- We and you acknowledge having expressly requested that this Agreement and all related documents and notices be drafted in the English language. *Nous et vous reconnaissons avoir expressément requis que ce contrat et les documents et avis qui s'y rattachent soient rédigés en langue anglaise.*

SIGNATURES

BUYER

CATERPILLAR FINANCIAL SERVICES LIMITED

Signature Joanne Routly

Name (print) Joanne Routly

Title Direct Document/Funding Manager

Date 12/5/2020 | 11:36 AM CST

SELLER

BATTLEFIELD EQUIPMENT RENTALS DIV OF TOROMONT INDUSTRIES LTD

Signature Parm Sidhu

Name (print) Parm Sidhu

Title Sales Operations Supervisor

Date 9/10/2020 | 9:47 AM CDT

Amortization Schedule

Transaction Number	4063705
Customer	GOLDEN MILES FOOD CORPORATION
Model	259D3 Compact Track Loader
Serial Number	CAT0259DVCW906863

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
			82,740.00						
Sep-10-20	1	82,740.00	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	81,361.02
Oct-10-20	2	81,361.02	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	79,982.03
Nov-10-20	3	79,982.03	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	78,603.05
Dec-10-20	4	78,603.05	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	77,224.07
	total		82,740.00	5,515.92	0.00	(0.01)		5,515.93	
Jan-10-21	5	77,224.07	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	75,845.08
Feb-10-21	6	75,845.08	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	74,466.10
Mar-10-21	7	74,466.10	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	73,087.12
Apr-10-21	8	73,087.12	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	71,708.13
May-10-21	9	71,708.13	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	70,329.15
Jun-10-21	10	70,329.15	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	68,950.17
Jul-10-21	11	68,950.17	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	67,571.18
Aug-10-21	12	67,571.18	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	66,192.20
Sep-10-21	13	66,192.20	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	64,813.22
Oct-10-21	14	64,813.22	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	63,434.23
Nov-10-21	15	63,434.23	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	62,055.25
Dec-10-21	16	62,055.25	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	60,676.27
	total		0.00	16,547.76	0.00	(0.04)		16,547.80	
Jan-10-22	17	60,676.27	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	59,297.28
Feb-10-22	18	59,297.28	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	57,918.30
Mar-10-22	19	57,918.30	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	56,539.32
Apr-10-22	20	56,539.32	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	55,160.33
May-10-22	21	55,160.33	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	53,781.35
Jun-10-22	22	53,781.35	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	52,402.37
Jul-10-22	23	52,402.37	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	51,023.38
Aug-10-22	24	51,023.38	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	49,644.40
Sep-10-22	25	49,644.40	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	48,265.42
Oct-10-22	26	48,265.42	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	46,886.43
Nov-10-22	27	46,886.43	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	45,507.45
Dec-10-22	28	45,507.45	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	44,128.47
	total		0.00	16,547.76	0.00	(0.04)		16,547.80	
Jan-10-23	29	44,128.47	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	42,749.48
Feb-10-23	30	42,749.48	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	41,370.50
Mar-10-23	31	41,370.50	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	39,991.52
Apr-10-23	32	39,991.52	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	38,612.53
May-10-23	33	38,612.53	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	37,233.55
Jun-10-23	34	37,233.55	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	35,854.57
Jul-10-23	35	35,854.57	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	34,475.58
Aug-10-23	36	34,475.58	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	33,096.60
Sep-10-23	37	33,096.60	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	31,717.62
Oct-10-23	38	31,717.62	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	30,338.63
Nov-10-23	39	30,338.63	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	28,959.65
Dec-10-23	40	28,959.65	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	27,580.67
	total		0.00	16,547.76	0.00	(0.04)		16,547.80	

Jan-10-24	41	27,580.67	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	26,201.68
Feb-10-24	42	26,201.68	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	24,822.70
Mar-10-24	43	24,822.70	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	23,443.72
Apr-10-24	44	23,443.72	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	22,064.73
May-10-24	45	22,064.73	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	20,685.75
Jun-10-24	46	20,685.75	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	19,306.77
Jul-10-24	47	19,306.77	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	17,927.78
Aug-10-24	48	17,927.78	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	16,548.80
Sep-10-24	49	16,548.80	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	15,169.82
Oct-10-24	50	15,169.82	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	13,790.83
Nov-10-24	51	13,790.83	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	12,411.85
Dec-10-24	52	12,411.85	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	11,032.87
total			0.00	16,547.76	0.00	(0.04)		16,547.80	
Jan-10-25	53	11,032.87	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	9,653.88
Feb-10-25	54	9,653.88	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	8,274.90
Mar-10-25	55	8,274.90	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	6,895.92
Apr-10-25	56	6,895.92	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	5,516.93
May-10-25	57	5,516.93	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	4,137.95
Jun-10-25	58	4,137.95	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	2,758.97
Jul-10-25	59	2,758.97	0.00	1,378.98	0.00	(0.01)	0.00%	1,378.99	1,379.98
Aug-10-25	60	1,379.98	0.00	1,378.98	0.00	0.00	0.00%	1,378.98	1.00
Sep-10-25	61	1.00	0.00	0.00	1.00	0.00	0.00%	1.00	0.00
total			0.00	11,031.84	1.00	(0.03)		11,032.87	
total		82,740.00		82,738.80	1.00	(0.20)		82,740.00	

Ending Balance not equal to early buy out amount.

Caterpillar Financial Services Limited**INVOICE**

Page	Date	Invoice No.
1	10/09/2020	104-50009183

GOLDEN MILES FOOD CORPORATION

155 ADAMS BLVD
BRANTFORD, ON N3S 7V8

Description	Serial #	VIN#	Due Date	Pmt. No.	Amount
(1) 2020 CATERPILLAR 259D3 COMPACT TRACK LOADER	CAT0259DVCW906863		Upon Receipt	1	1,378.98
Harmonized Sales Tax					179.27
<p>RETURN PAYMENT COPY AND CHEQUE FOR SPECIFIED PAYMENT(S) WITH SIGNED LEASE DOCUMENTS.</p> <p>Your cheque will be cashed by Lessor upon receipt, but that act will not constitute acceptance by Lessor of the Lease or Schedule. If Lessor accepts and executes the Lease and/or Schedule, the proceeds of this cheque will be applied to the specified rental payments. If Lessor does not accept the Lease or Schedule, Lessor will return an amount equal to this cheque.</p> <p>WITHOUT TAX EXEMPTION CERTIFICATE, APPROPRIATE SALES/USE TAX WILL BE CHARGED.</p>					

Harmonized Sales Tax #: 100843952

PLEASE PAY THIS AMOUNT**\$**

1,558.25

Invoice No.	Total Enclosed
104-50009183 - 1	\$

GOLDEN MILES FOOD CORPORATION

155 ADAMS BLVD
BRANTFORD, ON N3S 7V8

Remit To:

CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

If you have any questions concerning this invoice please call 1-800-651-0567.

Appendix “C”

ASSET PURCHASE AGREEMENT AMENDING AGREEMENT

This **AMENDING AGREEMENT** (the "**Agreement**") is effective as of April 7, 2022, and is among KSV Restructuring Inc., in its capacity as Court-appointed receiver and manager, and trustee in bankruptcy of MAHAL VENTURE CAPITAL Inc. and GOLDEN MILES FOOD CORPORATION, and not in its personal or corporate capacity (the "**Vendor**") and 12175622 Canada Ltd. (the "**Purchaser**").

WHEREAS on March 18, 2022, the Vendor and the Purchaser entered into an asset purchase agreement (the "**APA**").

AND WHEREAS the Vendor and the Purchaser desire to amend the APA on the terms set out herein, in accordance with Section 10.9 of the APA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereto agree:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the APA, as amended hereby.

2. Amendments to APA. The APA is hereby amended as follows:

(a) Section 1.1. The defined term "Excluded Assets" is deleted in its entirety and replaced with:

"Excluded Assets" means (i) all Excluded Tax Refunds, (ii) the Excluded Claims, and (iii) the 2020 Caterpillar 259D3 skidsteer loader bearing Serial #CAT0259DVCW906863.

(b) Section 3.1(1). The reference to _____ in section 3.1(1) of the APA is deleted and replaced with _____ and for greater certainty the defined term "Cash Purchase Price" as used in the APA shall mean _____

(c) Section 3.4. The reference to _____ in section 3.4(a) of the APA is deleted and replaced with _____

3. Representations and Warranties. After giving effect to this Amendment, the representations and warranties of the Purchaser and the Vendor in the APA are true, correct and complete in all material respects on and as of the date hereof, except to the extent that any such representation or warranty relates to an earlier date, in which case such representation and warranty shall be true, correct and complete in all material respects of such earlier date.

4. No Waiver. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the APA, or constitute a course of conduct or dealing among the parties. The Purchaser and the Vendor reserve all rights, privileges and remedies under the APA. Except as expressly amended hereby, the APA remains unmodified and in full force and effect. All references in the APA to the APA shall be deemed to be references to the APA as amended hereby.

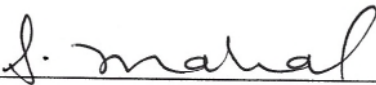
5. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

KSV RESTRUCTURING INC., in its capacities as Court-appointed receiver and manager, and trustee in bankruptcy of MAHAL VENTURE CAPITAL INC and GOLDEN MILES FOOD CORPORATION, and not in its personal or corporate capacity

By: 
Name: Noah Goldstein
Title: Managing Director

12175622 CANADA LTD.


Name: Santokh Mahal