This is **Exhibit "1"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2357183	NOREAST FOODS LTD.	2013/01/14

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

BIN CHEN
51 KENTISH CRESCENT

SCARBOROUGH
ONTARIO
CANADA M1S 2Z3

Mailing Address

BIN CHEN
51 KENTISH CRESCENT

SCARBOROUGH
ONTARIO
CANADA M1S 2Z3

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00004	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
2357183	NOREAST FOODS LTD.

Corporate Name History	**Effective Date**
NOREAST FOODS LTD.	2013/01/14

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

BIN

CHEN

Address

51 KENTISH CRESCENT

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Began	**First Director**	
2013/01/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2357183	NOREAST FOODS LTD.

Administrator:
Name (Individual / Corporation)

BIN

CHEN

Address

51 KENTISH CRESCENT

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Began	First Director	
2013/01/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

BIN

CHEN

Address

51 KENTISH CRESCENT

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Began	First Director	
2017/01/30	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2357183	NOREAST FOODS LTD.

Administrator:

Name (Individual / Corporation)	Address
BIN CHEN	51 KENTISH CRESCENT TORONTO ONTARIO CANADA M1S 2Z3

Date Began	First Director	
2017/01/30	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	

Administrator:

Name (Individual / Corporation)	Address
MEI QIN CHEN	51 KENTISH CRESCENT SCARBOROUGH ONTARIO CANADA M1S 2Z3

Date Began	First Director	
2017/11/21	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2357183	NOREAST FOODS LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2018/01/12 (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.

This is **Exhibit "2"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2490909	AERDON CONTINENTAL CORP.	2015/11/12

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

51 KENTISH CRES

TORONTO
ONTARIO
CANADA M1S 2Z3

Mailing Address

51 KENTISH CRES

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00001	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2490909	AERDON CONTINENTAL CORP.

Corporate Name History	Effective Date
AERDON CONTINENTAL CORP.	2015/11/12

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:

Name (Individual / Corporation)	Address
BIN CHEN	51 KENTISH CRES TORONTO ONTARIO CANADA M1S 2Z3

Date Began	First Director	
2015/11/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2490909	AERDON CONTINENTAL CORP.

Administrator:
Name (Individual / Corporation)

BIN

CHEN

Address

51 KENTISH CRES

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Began	First Director	
2015/11/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

Administrator:
Name (Individual / Corporation)

BIN

CHEN

Address

51 KENTISH CRES

TORONTO
ONTARIO
CANADA M1S 2Z3

Date Began	First Director	
2015/11/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2490909	AERDON CONTINENTAL CORP.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2018/01/12 (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.

This is **Exhibit "3"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Commercial Banking

GTA East Commercial Banking Centre
305 Milner Ave Suite 702
Scarborough, ON
M1B 3V4
Telephone No.: (416) 291 8547
Fax No.: (416) 291 8373

April 18, 2017

NOREAST FOODS LTD.
1220 MARKHAM RD UNIT 2
TORONTO, ONTARIO
M1H 3B4

Attention: Bin Chen

Dear Mr. Chen,

Demand Operating Facility Agreement

This Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its GTA East Commercial Baning Centre, in Scarborough ON.

and

Borrower's Legal Name: A. NOREAST FOODS LTD. (herein called the "Borrower")

Borrower's Address:

1220 MARKHAM RD UNIT 2
TORONTO, ON
M1H 3B4

Whereas:

(i) the Bank has agreed to establish a revolving demand credit facility (the "Facility");
(ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;
(iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule "A" (the "Agreement"), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

CREDIT LIMIT

1) CAD $200,000 AND

2) CAD $600,000 TD Equipment Finance Facility – terms and conditions outlined in separate agreement upon drawdown.

PURPOSE

The Borrower will use the Facility to fund working capital.

BORROWING OPTIONS

The Bank will make the Facility available by way of:
- Prime Rate Based Loans in CAD$ ("Prime Based Loans")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:
- Prime Based Loans: Prime Rate + 3.000 % per annum

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A" attached hereto.

ARRANGEMENT FEE

The Borrower will pay a non-refundable arrangement fee of CAD $1,750 prior to the first drawdown hereunder.

ADMINISTRATION FEE

The Borrower will pay an Administration Fee of CAD $100 per month.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of $250.00, payable in the currency of the Facility, each time that the Credit Limit of the Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

RENEWAL FEE

CAD$ 1,000 per annum

DRAWDOWN

The Borrower can use the Facility on a revolving basis.
The Borrower will follow the provisions set out in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A" and the following disbursement conditions:

a) Satisfactory balance sheet post-partner buyout to be provided.

b) All security and documentation to be on hand and in good order

BUSINESS CREDIT SERVICE

The Borrower will have access to Prime Based Loans via Loan Account Number 1790-9278623 (the "Loan Account") up to the Credit Limit, by withdrawing funds from the Borrower's Current Account Number 1033-5278623 (the "Current Account"). The Borrower agrees that each advance from the Loan Account will be in an amount equal to $5,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from its Loan Account may be in an amount sufficient to cover the debits made to the Current Account. The Borrower agrees that:

a) all other overdraft privileges which have governed the Current Account are hereby cancelled.

b) all outstanding overdraft amounts under any such other agreements are now included as indebtedness under the Facility.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

REPAYMENT

The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

TO BE OBTAINED

a) General Security Agreement ("GSA") representing a Second charge on NOREAST FOODS LTD.'s present and after acquired personal property;

b) General Security Agreement ("GSA") representing a Second charge AERDON CONTINENTAL CORP's present and after acquired personal property;

c) Assignment of adequate Fire Insurance for NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.;

d) Guarantee of Advances
   - Unlimited
   - Executed by NOREAST FOODS LTD. (the "Guarantor")
   - in support of AERDON CONTINENTAL CORP.

e) Guarantee of Advances
   - Unlimited
   - Executed by AERDON CONTINENTAL CORP (the "Guarantor")
   - in support of NOREAST FOODS LTD.

f) Guarantee of Advances
   - Unlimited
   - Executed by BIN CHEN (the "Guarantor")
   - in support of NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

g) Subordination Agreement/Priorities Agreement (inter-creditor agreement) whereby Axiom Leasing Inc. /Klad Rentals Inc. subordinates its security interest in Noreast Food Ltd. in favour of the Bank. - To Be Obtained

h) Subordination Agreement/Priorities Agreement (inter-creditor agreement) whereby Axiom Leasing Inc. /Klad Rentals Inc. subordinates its security interest in Aerdon Continental Corp in favour of the Bank. - To Be Obtained

i) Postponement Agreement between Bin Chen, Noreast Foods Ltd., and TD Bank.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

a) Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

REPRESENTATIONS & WARRANTIES

The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

All representations and warranties shall be deemed to be continually repeated so long as the Borrower has any dealings with the Bank.

POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule "A".

Reporting Requirements:
The Borrower will:

a) Provide delivery of a Personal Financial Statement and Privacy Agreement from the Guarantor(s) and such supporting documentation every 3 years as the Bank may reasonably request

b) Provide accounts receivable, accounts payable and inventory listings for Noreast Foods Ltd. within 120 days of fiscal year end

c) Provide annual notice to reader financial statements for Aerdon Continental Corp. within 120 calendar days of fiscal year end

d) Provide annual notice to reader financial statements for Noreast Foods Ltd within 120 calendar days of fiscal year end

NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule "A".

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

1) TD Visa Business card (or cards) for an aggregate amount of $25,000.

SCHEDULE "A" TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by May 20, 2017.

Yours truly,

THE TORONTO-DOMINION BANK

Katherine Woolford
Account Manager

Jacqueline Paterson
Manager Commercial Service

TO THE TORONTO-DOMINION BANK:

NOREAST FOODS LTD. hereby accepts the foregoing offer this 19th day of April, 2017. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature

Signature

Bin Chen president
Print Name & Position

Print Name & Position

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"All-in Rate" means the highest of the Interest Rate that the Borrower pays for Prime Based Loans (which for greater certainty includes the percent per annum added to the Prime Rate).

"Business Day" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"Branch / Centre" means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"Face Amount" means in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"Inventory Value" means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"Letter" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"Letter of Credit" or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"Letter of Guarantee" or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"Purchase Money Security Interest" means a security interest on equipment which is granted to a lender or to the seller of such equipment in order to secure the purchase price of such equipment or a loan to acquire such equipment, provided that the amount secured by the security interest does not exceed the cost of the equipment, the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"Receivable Value" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

"Receivables / Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

"The TD Bank Financial Group" means The Toronto-Dominion Bank and its subsidiaries and affiliates providing deposit, investment, loan, securities, trust, insurance and other products or services.

"USD$ Equivalent" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the Bank's noon spot rate of exchange.

2. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD$ B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD$ B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

3. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD$ B/As or USD$ B/As as the case may be, for the specified term of the B/A less the Stamping Fee.

Interest on LIBOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR interest period.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at 21% per annum.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

4. DRAWDOWN PROVISIONS

Prime Based and USBR Loans
There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over $1,000,000.

B/As
The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. The minimum amount of a drawdown by way of B/As is $1,000,000 and in multiples of $100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown. The Borrower will pay to the Bank the Face Amount of the B/A at the maturity of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR
The Borrower shall advise the Bank of the requested LIBOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR contract maturity. The minimum amount of a drawdown by way of a LIBOR Loan is $1,000,000, and shall be in multiples of $100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan.

L/C and/or L/G
The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A - Prime Conversion
The Borrower will provide the Bank with at least 3 Business Days' notice of the Borrower's intention either to convert a B/A to a Prime Based Loan or vice versa, failing which, the Bank may decline to accept such additional B/As or may charge interest on the amount of Prime Based Loans resulting from maturity of B/As at the rate of 115% of the rate applicable to Prime Based Loans for the 3 day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Cash Management
The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire; and

5. For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement.
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.
4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and Workers' Compensation dues are currently paid and up to date.
8. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
   (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
   (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
   (iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

In addition to all of the other obligations in this Agreement the Borrower will:

(i) pay all amounts outstanding to the Bank when due or demanded,
(ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,
(iii) pay all taxes,
(iv) maintain its property, plant and equipment in good repair and working condition,
(v) continue to carry on the business now being carried on,
(vi) maintain adequate insurance on all of its assets, undertakings, and business risks,
(vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and
(viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

(i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.
(ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and
(iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY
The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 8 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. CURRENCY INDEMNITY
USD$ loans must be repaid with USD$ and CAD$ loans must be repaid with CAD$ and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD$ loans are repaid with CAD$ or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

11. TAXATION ON PAYMENTS
All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

12. FX CLOSE OUT
The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS
The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION
No representation or warranty or other statement made by the Bank concerning any of the credit facilities shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

15. BANK MAY CHANGE AGREEMENT
The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION
The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES
The Borrower shall pay all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, all outside counsel expenses and all in-house legal expenses, if in-house counsel are used, and all outside professional advisory expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 23, the Bank or it's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER
Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS
The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous letter agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

21. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

22. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

23. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the Bank's noon spot rate of exchange for the conversion of such currency.

24. LIMITATION ACT

The Borrower and the Bank hereby agree that the limitation period for commencement of any court action or proceeding against the Borrower with respect to the Facility shall be six (6) years rather than the period of time that is set out in the applicable limitation legislation.

25. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

26. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement;

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgement of the indebtedness and liability hereunder by each Borrower;

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;

iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.

v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

This is **Exhibit "4"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

TD Bank Group
Security Agreement for Specified Assets

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 1727

Granted by: AERDON CONTINENTAL CORP; NOREAST FOODS LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns, mortgages, charges and pledges (collectively the "Security Interest") to the Bank, the personal property of the Grantor described or referred to in Schedule "A" together with the Proceeds (collectively called the "Collateral").

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

"Proceeds" means all proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the Collateral or the proceeds therefrom or that indemnifies or compensates for damage or loss to the Collateral or the proceeds therefrom.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) **Location of Head Office.** The address of the Grantor's chief executive office is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Grantor will keep the Collateral at the address(es) specified in Schedule "A", or if left blank, at the address(es) specified on the signature page of this Agreement or such other locations as have been agreed to by the Bank in writing;

(c) **Collateral Free and Clear.** The Collateral is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption; and

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SCARBOROUGH, ONTARIO, M1B 3V4
W 255 MANAGER

(d) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected.

5. Covenants

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name, amalgamate with any other Person, or move any of the Collateral from the address(es) set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or the Collateral; (ii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; and (iii) any loss or damage to the Collateral or any material adverse change in the value of the Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(e) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein;

(f) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

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W. Z. S. Ho ... MANAGER

(g) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any books and records to make them available, in a readable form, upon the request of the Bank;

(h) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral without the express prior written consent of the Bank;

(i) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(j) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

(k) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by the Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

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9. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure; and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

10. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.

(e) The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

11. Miscellaneous

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

W2556

(q) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 19th day of April, 2017.

AERDON CONTINENTAL CORP
NOREAST FOODS LTD.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Signature:

____
Witness as to execution

Name: AERDON CONTINENTAL CORP

1220 MARKHAM RD
UNIT 2, TORONTO, ON
M1H 3B4, Canada

Signature:

Name: NOREAST FOODS LTD.

1220 MARKHAM RD
UNIT 2, TORONTO, ON
M1H 3B4, Canada

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

62556

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby shall (i) extend to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e). **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 10(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(o) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(p) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

CERTIFIED TRUE COPY
Canada Trust
305 MILNER AVENUE, SUITE #702 17272-004
SCARBOROUGH, ONTARIO M1B 3V4
.......................MANAGER

SCHEDULE "A"

DESCRIPTION OF COLLATERAL

QUANTITY	DESCRIPTION	SERIAL NUMBER (IF APPLICABLE)
VARIOUS TOFU PRODUCTION MACHINERY	VARIOUS TOFU PRODUCTION MACHINERY -BEANCURD PRODUCTION LINE, SOYBEAN SOAK MACHINES, SOYBEAN GRINDING AND BOIL MACHINES, SOYBEAN LAO TOFU MACHINE, SOYBEAN TRADITIONAL TOFU MACHINE FROM YONGIN MACHINERY MANUFACTURING CO. -BEAN PRODUCT EQUIPMENT FROM JUIJIANG CITY LUZE TRADE CO., LTD -FULTON VMP50, MODULATED, GAS FIRED STEAM BOILER FROM THERMOGENICS	N/A

LOCATION OF COLLATERAL

THE COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES) (include Street/Town/City/Province):
(If the Collateral is customarily used in more than one location, list each location)

1220 MARKHAM RD, UNIT 2, TORONTO, ON, M1H 3B4, Canada

RESOLUTION AUTHORIZING EXECUTION OF SECURITY AGREEMENT FOR SPECIFIED ASSETS

"RESOLVED THAT:

a. The president and the ______ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a Security Agreement For Specified Assets substantially in the form of the Security Agreement For Specified Assets (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the Security Agreement For Specified Assets so executed is the Security Agreement For Specified Assets authorized by this Resolution.

b. Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the Security Agreement For Specified Assets."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of AERDON CONTINENTAL CORP; NOREAST FOODS LTD.

on the 19th day of April, 2017 and that the said Resolution is now in full force and effect.

CERTIFIED TRUE COPY C/S

Secretary

Canadia Trust

305 MILNER AVENUE, SUITE #702 17272-004
SCARBOROUGH, ONTARIO M1B 3V4
Kill W2556 MANAGER

This is **Exhibit "5"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 1727

Granted By: NOREAST FOODS LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

CERTIFIED TRUE COPY

305 MILNER AVENUE, SUITE #702 1727

SCARBOROUGH, ONTARIO M1B 3V4

(k) Proceeds. All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) Location of Head Office. The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

Bill 102556

(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. **Covenants**

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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SCARBOROUGH, ONTARIO
412556 ....MANAGER

(l) Landlord Agreement. The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. **Deposits and Credit Balances**

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. **Events of Default**

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. **Remedies**

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

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(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. **Environmental License and Indemnity**

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. **Miscellaneous**

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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SCARBOROUGH, ONTARIO

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. ______________ issued by ____________________________ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.

CERTIFIED TRUE COPY

305 MILNER AVE
SCARBOROUGH, ONTARIO

IN WITNESS WHEREOF the Grantor has executed this Agreement this 19th day of April, 2017.

NOREAST FOODS LTD.

Per: ______________________

(authorized signature)

Per: ______________________

(authorized signature)

Signature:

Witness as to execution

Name: NOREAST FOODS LTD.

1220 MARKHAM RD
UNIT 2, TORONTO, ON
M1H 3B4, Canada

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

[illegible] 62556

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

(a) The President and the ______________________ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of NOREAST FOODS LTD.

on the 19th day of April, 2017 and that the said Resolution is now in full force and effect.

______________________ C/S
Secretary

305 [illegible] AVENUE, SUITE [illegible]
[illegible], ONTARIO [illegible]
[illegible]

General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 1727

Granted By: AERDON CONTINENTAL CORP

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

(k) Proceeds. All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) Location of Head Office. The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. **Covenants**

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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(l) Landlord Agreement. The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

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10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

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(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

305 MILNER AVENUE, SUITE
SCARBOROUGH, ONTARIO

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. **Environmental License and Indemnity**

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. **Miscellaneous**

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

305 MILNER AVENUE, ... ONTARIO

IN WITNESS WHEREOF the Grantor has executed this Agreement this 19th day of April, 2017.

AERDON CONTINENTAL CORP

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

Signature: ____________________

Witness as to execution

Name: AERDON CONTINENTAL CORP

1220 MARKHAM RD
UNIT 2, TORONTO, ON
M1H 3B4, Canada

Signature: ____________________

Name:

[Address of Grantor]

Signature: ____________________

Name:

[Address of Grantor]

Signature: ____________________

Name:

[Address of Grantor]

Signature: ____________________

Name:

[Address of Grantor]

Signature: ____________________

Name:

[Address of Grantor]

Signature: ____________________

Name:

[Address of Grantor]

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SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. ______________ issued by ____________________________ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

(a) The President and the __________________ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of AERDON CONTINENTAL CORP

on the 19th day of April, 2017 and that the said Resolution is now in full force and effect.

__________________ C/S

Secretary

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This is **Exhibit "6"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

TD Equipment Finance Canada, a division of
The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, Ontario L6H 6X7
P: 905.403.4700 | F:905.403.4771

Date: May 8th, 2017

LOAN AGREEMENT #25962

Lender	TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment Finance")
Borrower	NOREAST FOODS LTD. (the "Borrower")
Borrower's Address	1220 MARKHAM RD UNIT 2, TORONTO, ON M1H 3B4
Credit Limit	The borrowings not to exceed: Six Hundred Thousand ... 00/100 ($ 600,000.00) DOLLARS
Type of Credit and Borrowing Options	Equipment Financing Term Facility available by way of a Fixed Rate Term Loan in Canadian Dollars
Term	60 months from the date of drawdown.
Amortization	5 years
Interest Rate	Fixed Rate – 4.48% per annum
Administration Fee	The Borrower has paid or will pay prior to a drawdown hereunder a non-refundable administration fee of $550.00
Guarantor(s), if applicable	N/A
Drawdown	One time drawdown prior to July 31st, 2017. Amounts repaid may not be redrawn.
Repayment	Interest shall be computed from the day of the drawdown. The principal and interest shall be repaid in Sixty (60) equal monthly installments of Eleven Thousand One Hundred and Eighty-Nine... 96/100 ($11,189.96) dollars commencing on the 15th day of June, 2017 and continuing on the 15th day of each successive one (1) month period thereafter. The balance, if any, of the principal and interest shall be paid on or before the last day of the Term period. Each installment shall be applied first in payment of interest and the balance, if any, shall be applied in reduction of principal.
No Prepayment	Except as expressly provided for herein, or as otherwise agreed to by TD Equipment Finance in writing (and on terms and conditions set by TD Equipment Finance in its sole and absolute discretion), the Borrower shall have no right to prepay the outstanding principal in whole or in part during the Term.

Security

The following documentation ("Security") shall be provided and shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower to TD Equipment Finance, shall be registered in first position, and shall be on TD Equipment Finance's standard form, supported by resolutions and Solicitor's Letter of Opinion, if required, all acceptable to TD Equipment Finance:

- Security Agreement for Specified Assets ("Security Agreement")
- Sublease Addendum (if applicable)
- Postponement of Shareholders Loans (if applicable)

Such other security as may be reasonably required by TD Equipment Finance and its legal counsel.

Disbursement Conditions

The obligation of TD Equipment Finance to permit the drawdown hereunder is subject to the following Disbursement Conditions:

TD Equipment Finance shall have received the following documents which shall be in form and substance satisfactory to TD Equipment Finance:

- Duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Loan Agreement:
- Duly executed original copies of all required Security:
- Duly executed copy of this Loan Agreement;
- Executed Letter of Direction re disbursement of the drawdown;
- Pre-Authorized Debit (PAD) Agreement
- Confirmation of Insurance of PL/PD coverage with TD Equipment Finance noted as loss payee ;
- Confirmation that all Collateral (as defined in the Security Agreement for Specified Assets) to be domiciled in Canada
- Delivery and Acceptance Certificate
- Confirmation of PPSA/RDPRM registration
- Subordination/Priorities Agreements or Postponement on specific equipment (if applicable)
- Confirmation that all applicable taxes to be paid up front by Borrower
- A copy of the Borrower's most recent quarterly financial statements, TD Equipment Finance credit review of Collateral to confirm satisfactory including copy of invoice, full description of Collateral and amortization schedule based on proposed Collateral.
- Any additional security as required by TD Equipment Finance

The representations and warranties contained in the Security Agreement for Specified Assets are true and correct.

Events of Default

TD Equipment Finance may accelerate the payment of principal and interest under this Loan Agreement, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Loan Agreement when due or non-payment of interest or fees outstanding under this Loan Agreement within 3 Business Days of when due.

b) If there is a breach or non-performance or non-observance of any term or condition of this Loan Agreement or the Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.
c) If the Borrower makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower or if the Borrower is insolvent or declared bankrupt.
d) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by the Borrower.
e) If the Security is not enforceable or if any party to the Security shall dispute or deny any liability or any of its obligations under the Security.

"Business Day" means any day (other than a Saturday or Sunday) that TD Equipment Finance is open for business.

<u>Acceleration</u>

If TD Equipment Finance accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to TD Equipment Finance all amounts outstanding hereunder.

<u>Evidence of Indebtedness</u>

TD Equipment Finance shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to TD Equipment Finance under this Loan Agreement. TD Equipment Finance's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to TD Equipment Finance pursuant to this Loan Agreement.

<u>Information Attestation</u>

All information that the Borrower has provided to TD Equipment Finance respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
(iii) the Borrower's ownership, control and structure,

is accurate and complete.

TD Equipment Finance reserves the right to request from the Borrower updated information and/or additional supporting information.

<u>Assignment</u>

TD Equipment Finance may assign or grant participation in all or part of this Loan Agreement or in any loan made hereunder without notice to and without the Borrower's consent. The Borrower may not assign or transfer all or any part of its rights or obligations under this Loan Agreement.

<u>Expenses</u>

Borrower shall pay TD Equipment Finance all reasonable fees including but not limited to all reasonable legal and documentation fees and expenses incurred by TD Equipment Finance in establishing, completing its due diligence, documenting and monitoring the loan as well as the expenses of TD Equipment Finance in connection with the enforcement of its rights under this Loan

Agreement whether or not the final loan and security documentation are executed or any amounts are advanced.

Consent to the Collection, Use and/or Disclosure of Information - Individuals

In this section, "you" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual who is a partner of the Borrower; and (iii) the signing authorities, as identified to us, of the Borrower. In this section and in the section, "Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)" below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including TD Equipment Finance, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888. If:

a) there are changes to the signing authorities of the Borrower; or

b) at the time of entering into this Loan Agreement, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or

c) at the time of entering into this Loan Agreement the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)

In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

Customer Resolution Process If the Borrower has a problem or concern the Borrower may contact TD Equipment Finance toll free at 1-800-223-6608, by email at customer.service@td.com or the Borrower may visit TD Equipment Finance at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of TD Equipment Finance's complaint process visit www.td.com. Financial Consumer Agency of Canada (FCAC) – If the Borrower has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the Borrower can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation.

English Language The parties hereto confirm their express wish that this Loan Agreement as well as all other documents related hereto, including schedules and notices, be drawn up in the English language only; les parties aux présentes confirment leur volonté expresse de voir la présente entente de prêt de même que tous les documents, y compris tous les annexes et avis, s'y rattachant, rédigés en langue anglaise seulement.

We trust you will find this credit facility helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing, please do so by signing and returning this Loan Agreement to the undersigned. This offer will expire if not accepted in writing and received by TD Equipment Finance on or before July 31st, 2017.

Yours truly,
TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

Per: ______________
Jennifer Smith

Name/Title: Manager Business Banking

TO: **TD Equipment Finance Canada, a division of The Toronto-Dominion Bank**

The Borrower hereby accepts the foregoing offer this 8th day of May 2017. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

(Borrower): NOREAST FOODS LTD.

Per: ______________________ Per: ______________________

Name/Title: Bin Chen / President Name/Title: ______________________

cc. Guarantor(s)

TD Equipment Finance is providing the guarantor(s) with a copy of this Loan Agreement as a courtesy only. The delivery of a copy of this Loan Agreement does not create any obligation on TD Equipment Finance to provide the guarantor(s) with notice of any changes to the credit facility(ies), including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facility(ies), the establishment of new credit facilities or otherwise. TD Equipment Finance may, or may not, at its option, provide the guarantor(s) with such information, provided that TD Equipment Finance will provide such information upon the written request of the guarantor.

Letter of Direction
Attached to and forming an integral part of Loan Agreement #25962 dated May 8th, 2017

TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

FROM: NOREAST FOODS LTD. ("Borrower")

RE: *Direction to Pay $ 600,000.00 (the "Advance")*

To: NOREAST FOODS LTD.	*("Vendor")*	$ 599,450.00	*(the "Advance")*
To: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank	*("Vendor")*	$ 550.00	*(the "Advance")*
To:	*("Vendor")*	$	*(the "Advance")*
To:	*("Vendor")*	$	*(the "Advance")*
To:	*("Vendor")*	$	*(the "Advance")*

TD Equipment Finance is hereby irrevocably authorized and directed to pay the Advance to Vendor and this shall be TD Equipment Finance's good and sufficient authority for doing so.

NOREAST FOODS LTD. *Date:* May 8th, 2017
Borrower's Name

The undersigned affirms that he/she/they is/are duly authorized to execute this Letter of Direction on behalf of Borrower. (Borrower must determine the required number of corporate signatories. Witnesses are mandatory if the Borrower is an individual.)

By: [signature] *By:*

Name/Title: Bin Chen / president *Name/Title:*

Witness (if the Borrower is an individual):

Signature: ______________________

____
Name/Address of Witness

Schedule "B"

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Loan Agreement No. 25962 (the "Agreement") between NOREAST FOODS LTD. (the "Borrower") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment").

Borrower authorizes TD Equipment to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Borrower (each a "PAD Account"), with the amount of each loan payment on the due date thereof (specified in the "Repayment" section of the Agreement) and all other amounts due by Borrower to TD Equipment from time to time pursuant to the terms and conditions of the Agreement. Borrower waives any right to receive pre-notification of the amount or due dates of any PAD.

Borrower acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for TD Equipment's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Borrower's Financial Institution (Processing Institution):

Processing Institution Number: Transit Number: Account Number:

(Attach sample void cheque)

Borrower acknowledges that delivery of this authorization to TD Equipment constitutes delivery by Borrower to the Processing Institution. Borrower agrees that the Processing Institution is not required to verify that each PAD submitted by TD Equipment has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Borrower may change or cancel this authorization at any time on fifteen (15) days prior written notice to TD Equipment. Borrower understands that this PAD Agreement only applies to the method of payment under the Agreement and neither this authorization nor the cancellation thereof affects Borrower's obligations to TD Equipment under the Agreement. To obtain a sample cancellation form, or for more information on Borrower's right to cancel a PAD Agreement, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower will notify TD Equipment promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Borrower acknowledges that Borrower has received a signed copy of this PAD Agreement.

Contact Information: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7
Phone: 905 403-4770 Fax: 905 402-4771

Date: NOREAST FOODS LTD.

Borrower's Name: May 8th, 2017

Signature of Authorized Signatory

Bin Chen / President

Name and Title of Signing Officer
(Complete only if Borrower is a Corporation)

This is **Exhibit "7"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

SECURITY AGREEMENT FOR SPECIFIED ASSETS #25962

TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("TD Equipment")
2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7

GRANTED BY: NOREAST FOODS LTD. (the "Grantor")
1220 MARKHAM RD UNIT 2, TORONTO, ON M1H 3B4

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with TD Equipment as follows:

1. **SECURITY INTEREST**

The Grantor hereby grants to TD Equipment a security interest in, and assigns, mortgages, charges and pledges (collectively the "Security Interest") to TD Equipment, the personal property of the Grantor described or referred to in Schedule "A" together with the Proceeds (collectively called the "Collateral").

2. **OBLIGATIONS SECURED**

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to TD Equipment, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between TD Equipment and the Grantor or from other dealings or proceedings by which TD Equipment may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. **DEFINITIONS**

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Collateral is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which TD Equipment is located.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

"*Proceeds*" means all proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the Collateral or the proceeds therefrom or that indemnifies or compensates for damage or loss to the Collateral or the proceeds therefrom.

4. **REPRESENTATIONS & WARRANTIES**

The Grantor hereby represents and warrants with TD Equipment and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

a. Location of Head Office. The address of the Grantor's chief executive office is set out below the name of the Grantor on the signature page of this Agreement;

b. Location of Collateral. The Grantor will keep the Collateral at the address(es) specified in Schedule "A", or if left blank, at the address(es) specified on the signature page of this Agreement or such other locations as have been agreed to by TD Equipment in writing;

c. Collateral Free and Clear. The Collateral is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by TD Equipment in writing prior to their creation or assumption; and

d. Status and Binding Obligation. The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected.

5. **COVENANTS**

The Grantor covenants and agrees with TD Equipment that:

a. Place of Business and Location of Collateral. The Grantor shall not change its name, amalgamate with any other Person, or move any of the Collateral from the address(es) set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto without the prior written consent of TD Equipment;

b. **Notification.** The Grantor shall notify TD Equipment promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or the Collateral; (ii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish TD Equipment with copies of the details of such claims or litigation; and (iii) any loss or damage to the Collateral or any material adverse change in the value of the Collateral;

c. **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to TD Equipment, when requested, the receipts and vouchers evidencing payment;

d. **Payment of Fees and Expenses.** The Grantor will pay TD Equipment on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by TD Equipment in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to TD Equipment shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

e. **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of TD Equipment. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein;

f. **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of TD Equipment; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds shall be received as trustee for TD Equipment and shall be held separate and apart from other money of the Grantor, and shall be paid over to TD Equipment upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as TD Equipment in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of TD Equipment may be released to the Grantor, all without prejudice to TD Equipment's rights against the Grantor. TD Equipment shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner TD Equipment may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as TD Equipment may reasonably request in connection therewith and for such purpose to grant to TD Equipment or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

g. **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at TD Equipment's request so as to indicate the Security Interest. The Grantor shall furnish to TD Equipment such financial information and statements and such information and statements relating to the Collateral as TD Equipment may from time to time require and shall permit TD Equipment or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any books and records to make them available, in a readable form, upon the request of TD Equipment;

h. **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral without the express prior written consent of TD Equipment;

i. **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to TD Equipment from time to time, with loss thereunder, payable to TD Equipment and shall furnish TD Equipment with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to TD Equipment that such insurance coverage is in effect;

j. **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as TD Equipment may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

k. **Landlord Agreement.** The Grantor will, at the request of TD Equipment, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of TD Equipment and in form and substance satisfactory to TD Equipment, whereby such landlord agrees to give notice to TD Equipment of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of TD Equipment to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by TD Equipment and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of TD Equipment and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. PERFORMANCE OF COVENANTS BY TD EQUIPMENT

a. TD Equipment may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that TD Equipment will not be obligated to perform such covenant on behalf of the Grantor. The performance by TD Equipment of any such covenant shall not oblige TD Equipment to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of TD Equipment under this Agreement. The Grantor agrees to indemnify and to reimburse TD Equipment for all costs and expenses incurred by TD Equipment in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to TD Equipment on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

b. In holding any Collateral, TD Equipment and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. TD Equipment and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of TD Equipment or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. DEALING WITH SECURITY INTEREST

TD Equipment may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with any of the Collateral and any other security as TD Equipment may see fit without prejudice to the liability of the Grantor or TD Equipment's right to hold and realize any of the Security Interest. TD Equipment shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by TD Equipment.

9. EVENTS OF DEFAULT

Obligations not payable on demand shall, at the option of TD Equipment, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

a. the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

b. the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and TD Equipment are parties;

c. if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to TD Equipment to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to TD Equipment at or prior to the time of such execution;

d. the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

e. a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

f. the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

g. an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

h. any indebtedness or liability of the Grantor, other than to TD Equipment, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

i. if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

j. an execution or any other process of any court shall become enforceable against the Grantor;

k. if the Grantor is a partnership, the death of a partner; or

l. any other event which causes TD Equipment, in good faith, to deem itself insecure;

and TD Equipment shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

10. REMEDIES

(a) Upon the occurrence of an event of default that has not been cured or waived, TD Equipment, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:

i. to take such steps as TD Equipment considers desirable to maintain, preserve or protect the Collateral or its value;

ii. to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to TD Equipment at such place as may be specified by TD Equipment and TD Equipment will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

iii. to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral;

iv. to carry on or concur in carrying on all or any part of the business of the Grantor;

v. for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

vi. to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as TD Equipment requires to facilitate the preservation and realization of the Collateral, free of charge, and TD Equipment will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

vii. to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as TD Equipment may determine;

viii. to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

ix. if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

x. to make any arrangement or compromise which TD Equipment shall think expedient in the interests of TD Equipment;

xi. to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to TD Equipment; and

xii. to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of TD Equipment or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not TD Equipment, and the Grantor and not TD Equipment, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. TD Equipment shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by TD Equipment or any Receiver appointed by TD Equipment, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by TD Equipment or any Receiver appointed by TD Equipment, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) TD Equipment will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.

(e) The Grantor appoints any officer or employee of TD Equipment to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes TD Equipment to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as TD Equipment may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints TD Equipment and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by TD Equipment in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to TD Equipment forthwith on demand.

11. MISCELLANEOUS

a. Interpretation. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

b. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against TD Equipment.

c. Amalgamation. The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby shall (i) extend to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to TD Equipment at the time of amalgamation and any "Obligations" of the amalgamated company to TD Equipment thereafter arising.

d. Joint and Several. If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

e. Attachment of Security Interest. The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

f. No Obligation to Advance. Neither the execution of this Agreement nor any advance of funds shall oblige TD Equipment to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to TD Equipment.

g. Information. TD Equipment may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from TD Equipment or anyone acting on behalf of TD Equipment.

h. Assignment. TD Equipment may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of TD Equipment.

i. Amendment. Subject to Section 10(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by TD Equipment will be deemed to result in an amendment of this Agreement.

j. Term. This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by TD Equipment and until TD Equipment shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

k. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

l. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Collateral is located.

m. Waiver by TD Equipment. No delay or omission by TD Equipment in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, TD Equipment may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of TD Equipment will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or TD Equipment's rights hereunder. All rights and remedies of TD Equipment granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

n. Non-Substitution. The Security Interest is in addition to and not in substitution for any other security now or hereafter held by TD Equipment.

o. Entire Agreement. This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and TD Equipment with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

p. Acknowledgment. The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

q. Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 8th day of May, 2017

NOREAST FOODS LTD.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

If Individual is a Grantor

Signature: ______________________

Print Legal Name: Bin Chen

Address of Grantor:

51 Kentish Ccrs, Toronto
ON M1S 2Z3

____
Witness as to execution
Name/Address of Witness:

Internal

SCHEDULE "A"

DESCRIPTION OF COLLATERAL

Year	Serial No.	Description of Equipment - All new)	Equipment Location
2016	20160440C 20160439C	Two (2) Bean Product Equipment - 2 Emulsion Tanks including all attachments and accessories	* 705 Progress Avenue, Unit 33, Scarborough, ON M1H 2X1 * 1220 MARKHAM RD UNIT 2, TORONTO, ON M1H 3B4
2017	YJOG-5-2	One (1) Advanced Multi Tofu System including all attachments and accessories	* 705 Progress Avenue, Unit 33, Scarborough, ON M1H 2X1
2016	PV-151-PP	One (1) Fulton ICS-30 Boiler including all attachments and accessories	* 705 Progress Avenue, Unit 33, Scarborough, ON M1H 2X1

LOCATION OF COLLATERAL

THE COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES) (include Street/Town/City/Province): *(If the Collateral is customarily used in more than one location, list each location)*

1220 MARKHAM RD UNIT 2, TORONTO, ON M1H 3B4
705 Progress Avenue, Unit 33, Scarborough, ON M1H 2X1

RESOLUTION AUTHORIZING EXECUTION OF SECURITY AGREEMENT FOR SPECIFIED ASSETS

"RESOLVED THAT:

a. The President ________ and the ________ are hereby authorized for and on behalf of NOREAST FOODS LTD. (the "Corporation") to execute and deliver to TD Equipment Financing Canada Inc. a Security Agreement For Specified Assets substantially in the form of the Security Agreement For Specified Assets (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the Security Agreement For Specified Assets so executed is the Security Agreement For Specified Assets authorized by this Resolution.

b. Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the Security Agreement For Specified Assets."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of the Corporation on the 8th day of May, 2017 and that the said Resolution is now in full force and effect.

Secretary

Internal

DELIVERY ACKNOWLEDGEMENT

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank.
2020 Winston Park Drive, Suite 301,
Oakville, ON L6H 6X7

FROM: NOREAST FOODS LTD. (the "Grantor")
1220 MARKHAM RD UNIT 2, TORONTO, ON M1H 3B4

RE: Security Agreement of Specified Assets #25962 dated the 8th day of May, 2017
(the "Security Agreement")

Grantor hereby acknowledges and confirms that the Collateral in the Security Agreement as set out in Invoice Various from Various Vendors dated Various was delivered to and accepted by us on:

25th day of April, 2017

Acknowledged and confirmed this 8th day of May, 2017

Grantor: NOREAST FOODS LTD.

By: [signature]

Name/Title: Bin Chen/President

Internal

This is **Exhibit "8"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Item 4

TD Bank Group
Guarantee

This Guarantee is made as of the 19th day of April, 2017.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of
AERDON CONTINENTAL CORP; NOREAST FOODS LTD.
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

(a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

(b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;

(c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

(d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;

(e) the taking of or the failure by the Bank to take a guarantee from any other person;

(f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;

(g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;

(h) the current financial condition of the Customer and any change in the Customer's financial condition;

(i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;

(j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;

(k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;

(l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;

(m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;

(n) the Customer's account being closed or the Bank ceasing to deal with the Customer;

(o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or

(p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

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7. **Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. **State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. **Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. **No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. **Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. **No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. **Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. **Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

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15. **Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. **Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. **Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. **Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. **Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. **General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

TRUE C...

... R AVENUE, SUITE ...
..., ONTARIO ...
... MANAGER

This Guarantee shall be governed by and construed in accordance with the laws of the Province of [Ontario] and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

[Name of Guarantor]

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

Personal Guarantee

Signature of Guarantor: ____________________

Print name: BIN CHEN

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

Personal Guarantee

Signature of Guarantor: ____________________

Print name: ____________________

I HEREBY CERTIFY THAT:

1. ____,

the guarantor in the guarantee dated ____________________

made between

____

and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by ____,

Barrister and Solicitor at the

____ of ______________,

in the Province of Alberta, this ____________ day of ______________, 20___.

____

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ______________________________ of ______________________________ in the province of ____________, the guarantor in the guarantee dated ____________________ made between The Toronto-Dominion Bank and ______________________________, which this certificate is attached to or noted npon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence,

Given at ______________________________ this __________ day of __________, 20___, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

____

A LAWYER OR A NOTARY PUBLIC IN AND FOR ______________________________

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

[illegible] 102556

TD Bank Group
Guarantee

This Guarantee is made as of the 19th day of April, 2017

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of
NOREAST FOODS LTD.
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

(a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

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(b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;

(c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

(d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;

(e) the taking of or the failure by the Bank to take a guarantee from any other person;

(f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;

(g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;

(h) the current financial condition of the Customer and any change in the Customer's financial condition;

(i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;

(j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;

(k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;

(l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;

(m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;

(n) the Customer's account being closed or the Bank ceasing to deal with the Customer;

(o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or

(p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

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7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

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15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

WZSSL

This Guarantee shall be governed by and construed in accordance with the laws of the Province of [Ontario] and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

AERDON CONTINENTAL CORP

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Personal Guarantee

Signature of Guarantor: ______________________

Print name: Bin Chen

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

I HEREBY CERTIFY THAT:

1. ____,

the guarantor in the guarantee dated ____________________

made between

____

and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by ____,

Barrister and Solicitor at the

____ of ____________,

in the Province of Alberta, this ____________ day of ______________, 20___.

____

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ______________________________ of ______________________________ in the province of ______________, the guarantor in the guarantee dated ______________________ made between The Toronto-Dominion Bank and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at ______________________________ this ____________ day of ____________, 20___, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

____
A LAWYER OR A NOTARY PUBLIC IN AND FOR ______________________________

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____
Signature of Guarantor

CERTIFIED ... COPY
305 MILNER AVENUE, SUITE #702
SCARBOROUGH, ONTARIO M1B 3V4
MANAGER

EXTRACT from the minutes of a meeting of the Board of Directors of **NOREAST FOODS LTD.** on this day of ,

RESOLVED that the President and the be and they are hereby authorized on behalf of the Company to execute a guarantee in favour of The Toronto-Dominion Bank on the Bank's regular form whereby this Company guarantees the indebtedness and liability of **AERDON CONTINENTAL CORP** to the said Bank.

CERTIFIED a true extract from the minutes of a meeting of the Directors of **NOREAST FOODS LTD.** duly called and held, at which a quorum was present.

DATED at Toronto on this 19th day of April , 2017.

Name: Bin Chen
Title: president

This Guarantee is made as of the 19th day of April, 2017.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of
AERDON CONTINENTAL CORP
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

(a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

(b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;

(c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

(d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;

(e) the taking of or the failure by the Bank to take a guarantee from any other person;

(f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;

(g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;

(h) the current financial condition of the Customer and any change in the Customer's financial condition;

(i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;

(j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;

(k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;

(l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;

(m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;

(n) the Customer's account being closed or the Bank ceasing to deal with the Customer;

(o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or

(p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

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7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of [Ontario] and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

NOREAST FOODS LTD.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

[Name of Guarantor]

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Personal Guarantee

Signature of Guarantor: ______________________

Print name: Bin Chen

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

I HEREBY CERTIFY THAT:

1. ____,

   the guarantor in the guarantee dated ____________________

   made between

   ____

   and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

   CERTIFIED by ____,

   Barrister and Solicitor at the

   ____ of ____________,

   in the Province of Alberta, this ____________ day of ______________, 20___,

____

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

CERTIFIED COPY

205 MILNER AVENUE, SUITE

ONTARIO

62556

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ______________________________ of ______________________________ in the province of ____________, the guarantor in the guarantee dated ____________________ made between The Toronto-Dominion Bank and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at ______________________________ this __________ day of ________, 20___, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

____

A LAWYER OR A NOTARY PUBLIC IN AND FOR ______________________________

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

1U2556

EXTRACT from the minutes of a meeting of the Board of Directors of **AERDON CONTINENTAL CORP** on this day of , .

RESOLVED that the President and the be and they are hereby authorized on behalf of the Company to execute a guarantee in favour of The Toronto-Dominion Bank on the Bank's regular form whereby this Company guarantees the indebtedness and liability of **NOREAST FOODS LTD.** to the said Bank.

CERTIFIED a true extract from the minutes of a meeting of the Directors of **AERDON CONTINENTAL CORP** duly called and held, at which a quorum was present.

DATED at Toronto on this 19th day of April , 2017.

Name: Bin Chen
Title: president

Confidential

This is **Exhibit "9"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

TD Commercial Banking

GTA East Commercial Banking Centre
305 Milner Ave Suite 702
Scarborough, ON
M1B 3V4
Telephone No.: (416) 291 8547
Fax No.: (416) 291 8373

June 28, 2018

NOREAST FOODS LTD.
1220 MARKHAM RD UNIT 2
TORONTO, ONTARIO
M1H 3B4

Attention: Bin Chen

Dear Mr. Chen,

Demand Operating Facility Agreement Amendment

This Amending Agreement between:	**The Toronto-Dominion Bank**(the "Bank"), through its GTA East Commercial Banking Centre, in Scarborough, ON.
and	
Borrower's Legal Name:	NOREAST FOODS LTD. (herein called the "Borrower")
Borrower's Address:	1170 BIRCHMOUNT RD UNIT 2, TORONTO, ONTARIO M1K 5M1

Whereas:

(i) theBankhas agreed to establish a revolving demand credit facility (the "Facility") as per the Demand Operating Facility Agreement dated April 18, 2017 which together with Schedule "A" of the Demand Operating FacilityAgreement comprise the "Agreement".

In accordance with the terms of the Agreement, the Bank may change the provisions of the Agreement from time to time on notice to the Borrower. The Bank hereby notifies the Borrower that this Amending Agreement amends the Agreement effective as of **June 28, 2018** as follows:

CREDIT LIMIT

1) Increase to CAD $300,000

AVAILABILITY
OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or FinancialCovenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any timein its sole discretion.

RENEWAL FEE

Increase to CAD $2,500 per annum

ARRANGEMENT FEE

The Borrower will pay a non-refundable arrangement fee of CAD $5,000 prior to the first drawdown hereunder.

SECURITY

Amend the following:

c) Assignment of adequate Fire Insurance in the minimum amount of CAD $3,390,000 for NOREAST FOODS LTD.

Add the following:

j) Security Agreement for Specified Assets representing a First charge on NOREAST FOODS LTD. - To Be Obtained

k) Business Insurance

Reporting Requirements:

Amend the following:

c) Annual Review Engagement financial statements for Noreast Foods Ltd within 120 calendar days of fiscal year end

d) Annual Notice to Reader financial statements for Aerdon Continental Corp. as requested by the Bank

**DISBURSEMENT
CONDITIONS**

a) All security and documentation to be on hand and in good order;

b) Copies of invoices to be provided with draw amount not to exceed 100% of pre-tax invoiced amount. Revised invoice for Stretch Film Making Machine with date of invoice to be provided;

c) Payout statement to be on hand from Axiom Leasing Inc. with undertaking to discharge PPSA registrations upon receipt of payment. TD Equipment Finance Canada to ensure funds are advanced directly to Axiom Leasing Inc.;

d) Bank to obtain acknowledgment from the following secured parties registered on PPSA, Christine Xu, AL Asset Management Inc. and 10519219 Canada Corp. that they have no interest in the equipment being financed via TD Equipment Finance Canada.

FINANCIAL COVENANTS

The Borrower agrees at all times to:

a) Debt Service Coverage ratio (DSC) of not less than 120% to be maintained at all times. The DSC is calculated as follows:

(Earnings before Interest, Income Taxes, Depreciation and Amortization less Unfinanced Capital Expenditures) / (Principal + Interest)

ANCILLARY FACILITIES

Add the following:

b) Equipment loans/leases in an aggregate amount of up to CAD $2,900,000 subject to the Borrower satisfying the conditions and requirements set out in the agreements separately provided to the Borrower by TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, including, but not limited, to the Summary of Terms and Conditions for Equipment Financing.

SCHEDULE "A" TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCURACY OF INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before **July 31, 2018**.

Yours truly,

THE TORONTO-DOMINION BANK

Katherine Woolford Credit Writer	Daniel Canali Manager Commercial Service

TO THE TORONTO-DOMINION BANK:

NOREAST FOODS LTD., and AERDON CONTINENTAL CORP hereby accepts the foregoing offer this 27th day of July, 2018. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

Signature	Signature
Bin Chen President Print Name & Position	Print Name & Position

This is **Exhibit "10"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

LOAN AGREEMENT #18008160

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date:	July 24, 2018
Lender	TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment Finance")
Borrower	NOREAST FOODS LTD. (the "Borrower")
Borrower's Address	1170 BIRCHMOUNT RD UNIT 2 TORONTO ON M1K 5M1
Credit Limit	The borrowings not to exceed: Two million eight hundred twenty-three thousand five hundred ten dollars and fifty-eight cents ($2,823,510.58) DOLLARS
Type of Credit and Borrowing Options	Equipment Financing Term Facility available by way of a Fixed Rate Term Loan in Canadian Dollars
Term	60 months from the date of drawdown
Amortization	5 years
Interest Rate	Fixed Rate - 5.36% per annum
Administration Fee	The Borrower has paid or will pay prior to a drawdown hereunder a non-refundable administration fee of $550.00
Guarantor(s),if applicable	
Drawdown	One time drawdown prior to . Amounts repaid may not be redrawn.
Repayment	Interest shall be computed from the day of the drawdown. The principal and interest shall be repaid in Sixty (60) equal blended Monthly payments of Fifty-three thousand seven hundred fifty dollars and seven cents ($53,750.07) dollars commencing on the 23rd day of August, 2018 and continuing on a Monthly basis period thereafter. The balance, if any, of the principal and interest shall be paid on or before the last day of the Term period. Each installment shall be applied first in payment of interest and the balance, if any, shall be applied in reduction of principal.
No Prepayment	Except as expressly provided for herein, or as otherwise agreed to by TD Equipment Finance in writing (and on terms and conditions set by TD Equipment Finance in its sole and absolute discretion), the Borrower shall have no right to prepay the outstanding principal in whole or in part during the Term .

Security

The following documentation ("Security") shall be provided and shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower to TD Equipment Finance, shall be registered in first position, and shall be on TD Equipment Finance's standard form, supported by resolutions and Solicitor's Letter of Opinion, if required, all acceptable to TD Equipment Finance:

- Security Agreement for Specified Assets ("Security Agreement")
- Sublease Addendum (if applicable)
- Postponement of Shareholders Loans (if applicable)

Such other security as may be reasonably required by TD Equipment Finance and its legal counsel.

Disbursement Conditions

The obligation of TD Equipment Finance to permit the drawdown hereunder is subject to the following Disbursement Conditions:
TD Equipment Finance shall have received the following documents which shall be in form and substance satisfactory to TD Equipment Finance:

- Duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Loan Agreement;
- Duly executed original copies of all required Security
- Duly executed copy of this Loan Agreement;
- Executed Letter of Direction re disbursement of the drawdown;
- Pre-Authorized Debit (PAD) Agreement
- Confirmation of Insurance of PL/PD coverage with TD Equipment Finance noted as loss payee ;
- Confirmation that all Collateral (as defined in the Security Agreement for Specified Assets) to be domiciled in Canada
- Delivery and Acceptance Certificate
- Confirmation of PPSA/RDPRM registration
- Subordination/Priorities Agreements or Postponement on specific equipment (if applicable)
- Confirmation that all applicable taxes to be paid up front by Borrower
- A copy of the Borrower's most recent quarterly financial statements, TD Equipment Finance credit review of Collateral to confirm satisfactory including copy of invoice, full description of Collateral and amortization schedule based on proposed Collateral.
- Any additional security as required by TD Equipment Finance

The representations and warranties contained in the Security Agreement for Specified Assets are true and correct.

Events of Default

TD Equipment Finance may accelerate the payment of principal and interest under this Loan Agreement, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Loan Agreement when due or non-payment of interest or fees outstanding under this Loan Agreement within 3 Business Days of when due.

b) If there is a breach or non-performance or non-observance of any term or condition of this Loan Agreement or the Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.

c) If the Borrower makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower or if the Borrower is insolvent or declared bankrupt.

d) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by the Borrower.

e) If the Security is not enforceable or if any party to the Security shall dispute or deny any liability or any of its obligations under the Security.

"Business Day" means any day (other than a Saturday or Sunday) that TD Equipment Finance is open for business.

Collection Charges and Interest:

Should the Borrower fail to pay when due the whole or any part of any payments or any other sum owed by Lender under this Loan Agreement, the Borrower shall pay to TD Equipment Finance in addition thereto, a collection charge equal to the greater of ten dollars ($10.00) for each month or part thereof for which said payment or other sum shall be overdue, or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of eighteen percent (18%) per annum (or such other rate as may be notified to the Borrower from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. TD Equipment Finance shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to the debt owed by the Borrower, other overdue payments and amounts in default. The Borrower further agrees to pay to TD Equipment Finance a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse TD Equipment Finance for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be $48.00 (which amount is subject to change at the sole discretion of TD Equipment Finance). If any provision of this Loan Agreement would obligate the Borrower to make any payment of interest or other amount payable to TD Equipment Finance in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by TD Equipment Finance of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by TD Equipment Finance of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

(1) firstly, by reducing the amount or rate of interest required to be paid to TD Equipment Finance under this Loan Agreement, and

(2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to TD Equipment Finance which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

Acceleration

If TD Equipment Finance accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to TD Equipment Finance all amounts outstanding hereunder.

Evidence of Indebtedness

TD Equipment Finance shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to TD Equipment Finance under this Loan Agreement. TD Equipment Finance's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to TD Equipment Finance pursuant to this Loan Agreement.

Information Attestation

All information that the Borrower has provided to TD Equipment Finance respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;

(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and

(iii) the Borrower's ownership, control and structure,

is accurate and complete.

TD Equipment Finance reserves the right to request from the Borrower updated information and/or additional supporting information.

Assignment

TD Equipment Finance may assign or grant participation in all or part of this Loan Agreement or in any loan made hereunder without notice to and without the Borrower's consent. The Borrower may not assign or transfer all or any part of its rights or obligations under this Loan Agreement.

Expenses

Borrower shall pay TD Equipment Finance all reasonable fees including but not limited to all reasonable legal and documentation fees and expenses incurred by TD Equipment Finance in establishing, completing its due diligence, documenting and monitoring the loan as well as the expenses of TD Equipment Finance in connection with the enforcement of its rights under this Loan Agreement whether or not the final loan and security documentation are executed or any amounts are advanced.

Consent to the Collection, Use and/or Disclosure of Information - Individuals

In this section, "you" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual who is a partner of the Borrower; and (iii) the signing authorities, as identified to us, of the Borrower. In this section and in the section, "Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)" below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including TD Equipment Finance, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888. If:

a) there are changes to the signing authorities of the Borrower; or
b) at the time of entering into this Loan Agreement, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or
c) at the time of entering into this Loan Agreement the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)

In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

Customer Resolution Process

If the Borrower has a problem or concern the Borrower may contact TD Equipment Finance toll free at 1-800-263-3216, by email at tdefcacs@td.com or the Borrower may visit TD Equipment Finance at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of TD Equipment Finance's complaint process visit www.td.com. Financial Consumer Agency of Canada (FCAC) – If the Borrower has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the Borrower can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation.

English Language

The parties hereto confirm their express wish that this Loan Agreement as well as all other documents related hereto, including schedules and notices, be drawn up in the English language only; les parties aux présentes confirment leur volonté expresse de voir la présente entente de prêt de même que tous les documents, y compris tous les annexes et avis, s'y rattachant, rédigés en langue anglaise seulement.

We trust you will find this credit facility helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing, please do so by signing and returning this Loan Agreement to the undersigned. This offer will expire if not accepted in writing and received by TD Equipment Finance on or before August 6, 2018.

Yours truly,
TD Equipment Finance Canada, a division of
The Toronto-Dominion Bank

Per: ____________

Name/Title: Jennifer Smith
Manager Business Banking

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

The Borrower hereby accepts the foregoing offer this 24th day July, 2018. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

(Borrower): NOREAST FOODS LTD.

Per:	Per:
Name/Title: Bin Chen / president	Name/Title:

cc. Guarantor(s)

TD Equipment Finance is providing the guarantor(s) with a copy of this Loan Agreement as a courtesy only. The delivery of a copy of this Loan Agreement does not create any obligation on TD Equipment Finance to provide the guarantor(s) with notice of any changes to the credit facility(ies), including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facility(ies), the establishment of new credit facilities or otherwise. TD Equipment Finance may, or may not, at its option, provide the guarantor(s) with such information, provided that TD Equipment Finance will provide such information upon the written request of the guarantor.

Letter of Direction

Attached to and forming an integral part of Loan Agreement

#18008160 dated July 24, 2018

TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

FROM: NOREAST FOODS LTD. ("Borrower")

RE: Direction to Pay $2,823,510.58 (the "Advance")

To: Noreast Foods Ltd.	("Vendor")	$2,589,301.19 (the "Advance")
To: Axiom Leasing Inc. Agreement# N16-160622	("Vendor")	$234,209.39 (the "Advance")

TD Equipment Finance is hereby irrevocably authorized and directed to pay the Advance to Vendor and this shall be TD Equipment Finance's good and sufficient authority for doing so.

NOREAST FOODS LTD. *Date: July 24, 2018*

Borrower's Name

The undersigned affirms that he/she/they is/are duly authorized to execute this Letter of Direction on behalf of Borrower. (Borrower must determine the required number of corporate signatories. Witnesses are mandatory if the Borrower is an individual.)

By: [signature] *By:* __________

Name/Title: Bin Chen / president *Name/Title:* __________

Witness (If the Borrower is an individual):

Signature: __________

____

Name/Address of Witness

BC

This is **Exhibit "11"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

TD Bank Group
SECURITY AGREEMENT FOR SPECIFIED ASSETS

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 2020 Winston Park Drive, Suite 301, Oakville, ON L6H 6X7

Granted By: NOREAST FOODS LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns, mortgages, charges and pledges (collectively the "Security Interest") to the Bank, the personal property of the Grantor described or referred to in Schedule "A" together with the Proceeds (collectively called the "Collateral").

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the Personal Property Security Act of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"*Branch of the Bank*" means the branch of the Bank located at the address specified above.

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

"*Proceeds*" means all proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the Collateral or the proceeds therefrom or that indemnifies or compensates for damage or loss to the Collateral or the proceeds therefrom.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) **Location of Head Office.** The address of the Grantor's chief executive office is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Grantor will keep the Collateral at the address(es) specified in Schedule "A", or if left blank, at the address(es) specified on the signature page of this Agreement or such other locations as have been agreed to by the Bank in writing;

(c) **Collateral Free and Clear.** The Collateral is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption; and

(d) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected.

5. Covenants

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name, amalgamate with any other Person, or move any of the Collateral from the address(es) set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or the Collateral; (ii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; and (iii) any loss or damage to the Collateral or any material adverse change in the value of the Collateral;

(c) Performance of Obligations. The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) Payment of Fees and Expenses. The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(e) Maintenance and Protection of Collateral/No Fixtures. The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein;

(f) Dealing with Collateral. (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(g) Maintenance of Records. The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any books and records to make them available, in a readable form, upon the request of the Bank;

(h) Negative Pledge. The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral without the express prior written consent of the Bank;

(i) Insurance. The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(j) Further Assurances. The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

(k) Landlord Agreement. The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenant

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be consider e been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by the Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

9. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure; and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

10. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.

(e) The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

11. **Miscellaneous**

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby shall (i) extend to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 10(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 24th day of July, 2018.

NOREAST FOODS LTD.

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

Per: ____________________
(authorized signature)

____
Witness as to execution

Signature: ____________________
Name:

Address of Grantor:

Signature: ____________________
Name:

Address of Grantor:

SCHEDULE "A"

THE COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES) (include Street/Town/City/Province): *(If the Collateral is customarily used in more than one location, list each location)*

<u>LOCATION OF COLLATERAL</u>

1170 BIRCHMOUNT RD UNIT 2, TORONTO ON M1K 5M1, 1220 MARKHAM ROAD, UNIT 2, TORONTO ON M1H 3B4

<u>DESCRIPTION OF COLLATERAL</u>

	2018 Payout to Axiom Leasing Inc. on Renatl Agreement #N16-160622	

Vendor and Description	Invoice #	Year	Serial No
Lixin Changtan Trading Co., Ltd. bean sprouting multi-functional system	LX-01-17	2017	~~849124~~-1 34912A-1 Bz
Wenling Yongjin Machinery Manufacturing Co. enhanced 100 sheets tofu line	XQ-121277	2017	B798
Wenling Yongjin Machinery Manufacturing Co. Stir the pan - 1 set	XQ-121283	2017	CLDR0035-85165-0
Shandong Kangbeite Food Packaging Machinery Co. Ltd. Stretch film packing machine	KBT20171202	2017	25102017
Shenyang Beiya Beverage Machinery Co, Ltd. Soy milk production line	BY-17-105	2017	WYZJ-4-11
Wenling Yongjin Machinery Manufacturing Co. 2 bean curd presses	XQ-125404	2017	17985
Shenzhen Zhonglian Trade Co. Ltd. water tofu production line	ZL-01-18	2017	180120
Jiujiang City Luze Trade Co., Ltd. 2 sets bean product equipment	TOR012/17	2017	JB/T9616-1999 Bz ~~JB/7916-1999~~
Laundry Solutions Inc. Fulton 50HP gas boiler	110	2017	JB/T11707-2013 Bz PV-292-PP

Schedule "B"

TD EQUIPMENT FINANCE CANADA,

A division of The Toronto-Dominion Bank

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Loan Agreement No. 18008160(the "Agreement") between NOREAST FOODS LTD. (the "Borrower") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment").

Borrower authorizes TD Equipment to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Borrower (each a "PAD Account"), with the amount of each loan payment on the due date thereof (specified in the "Repayment" section of the Agreement) and all other amounts due by Borrower to TD Equipment from time to time pursuant to the terms and conditions of the Agreement. Borrower waives any right to receive pre-notification of the amount or due dates of any PAD .

Borrower acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for TD Equipment's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Borrower's Financial Institution (Processing Institution):

Processing Institution Number: Transit Number: Account Number:

(Attach sample void cheque)

Borrower acknowledges that delivery of this authorization to TD Equipment constitutes delivery by Borrower to the Processing Institution. Borrower agrees that the Processing Institution is not required to verify that each PAD submitted by TD Equipment has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Borrower may change or cancel this authorization at any time on fifteen (15) days prior written notice to TD Equipment. Borrower understands that this PAD Agreement only applies to the method of payment under the Agreement and neither this authorization nor the cancellation thereof affects Borrower's obligations to TD Equipment under the Agreement. To obtain a sample cancellation form, or for more information on Borrower's right to cancel a PAD Agreement, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Borrower may contact its financial institution or visit www.cdnpay.ca.

Borrower will notify TD Equipment promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Borrower acknowledges that Borrower has received a signed copy of this PAD Agreement.

Contact Information:

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: July 24, 2018

Borrower's Name:

NOREAST FOODS LTD.

EQUIPMENT DELIVERY ACKNOWLEDGEMENT

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7

RE: Loan and Security Agreement #18008160 between NOREAST FOODS LTD. as Borrower/Guarantor and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

The undersigned hereby acknowledges and confirms that the equipment referred to in Invoice various dated various was delivered to the above noted customer on the following date(s):

March 22, 2018

NOREAST FOODS LTD.

Per: ______________________

Name/Title: Bin Chen

This is **Exhibit "12"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

NOTICE PURSUANT TO SECTION 63(4) OF THE
PERSONAL PROPERTY SECURITY ACT (Ontario)

TO: Those persons set forth on Schedule "A"

TAKE NOTICE that default has been made in the payment of money secured under Lease N16-160622 dated October 1, 2016 and a general security agreement made between **Noreast Foods Ltd.** and **Klad Rentals Incorporated (the "Obligations")** in respect of which a financing statement was registered under The Personal Property Security Act ("PPSA"). The said lease and general security agreement were subsequently assigned by Klad Rentals Incorporated to **Axiom Leasing Inc.**

The items set out in the Lease, general security agreement and financing statement includes but is not limited to attached Schedule "B"
(collectively, the "Collateral")

AND TAKE NOTICE that Axiom Leasing Inc. intends to dispose of the Collateral unless redeemed.

1. The amount required to satisfy the obligations secured by the Lease as of April 23, 2018 is the sum of **$ 330,187.00** comprising of principal, interest, default interest, penalties and all applicable taxes, together with additional interest on the principal amount at the rate of 10% per annum calculated from the date hereof to the date of actual payment.

2. The estimated expenses of Axiom Leasing Inc. in taking and holding the Collateral and in exercising its rights under the PPSA is **$ 30,000.00**

3. Upon receipt of payment of the amounts due above, the payer will be credited with any rebates or allowances to which you may be entitled.

4. Axiom Leasing Inc. hereby gives you notice that upon payment of the amounts due as above described together with additional interest accrued and expenses actually incurred to the date of payment you may redeem the Collateral.

5. Unless payment of the amounts described in paragraphs 1 and 2 hereof is received on or before **May 10, 2018**, Axiom Leasing Inc. will dispose of the Collateral by private sale, public tender or public auction and Noreast Foods Ltd. as well as any other person liable for payment of the obligations secured, will be liable for any deficiency.

6. This notice is given to you because you may have an interest in the Collateral and you may be entitled to redeem the same,

DATED at Mississauga, Ontario this 23rd day of April, 2018.

Axiom Leasing Inc.

Per: ______________________ c/s
Kurt Walter
President

SCHEDULE "A"

LESSEES:

NOREAST FOODS LTD.
1170 Birchmount Road, Unit 2
Scarborough, ON
M1P 5E3

AERDON CONTINENTAL CORP.
51 Kentish Crescent
Toronto, ON
M1S 2Z3

GUARANTORS:

BIN CHEN
51 Kentish Crescent
Toronto, ON
M1S 2Z3

SECURED PARTIES:

AXIOM LEASING INC.
2370 Cawthra Road
Mississauga, ON
L5A 2X1

KLAD RENTALS INCORPORATED
413 Levanna Lane
Oakville, ON
L6H 6B8

HITACHI CAPITAL CANADA CORPORATION
3390 South Service Road, Suite 104
Burlington, ON
L7N 3J5

THE TORONTO-DOMINION BANK
2020 Winston Park Drive, Suite 301
Oakville, ON
L6H 6X7

TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
2020 Winston Park Drive, Suite 301
Oakville, ON
L6H 6X7

THE TORONTO-DOMINION BANK – 10332
3477 Sheppard Avenue East
Scarborough, ON
M1T 3K6

GM FINANCIAL CANADA LEASING LTD.
2001 Sheppard Ave. Ste 600
Toronto, ON
M2J 4Z8

TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
300 The East Mall, Suite 401
Toronto, ON
M9B 6B7

CHRISTINE QUN XU
4400 Highway 7 East
Markham, ON
L3R 1M2

AL ASSET MANAGEMENT INC.
30 Wertheim Court, Suite 8
Richmond Hill, ON
L4B 1B9

10519219 CANADA CORP.
803-188 Bonis Avenue
Toronto, ON
M1T 3W2

Schedule B

Wenling Yongjin Machinery Manufacturing Co.

3-5T Soy System Offer Sheet

TEL:0576-86575941 FAX:0576-86575960

Soak System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Bucket Elevator	YJTS-03	1	$ 3,900.00	$ 3,900.00
2	Soybean Transfer Cart	800×800×650	1	$ 840.00	$ 840.00
3	Rail Cart	L4×40×40	24	$ 16.00	$ 384.00
4	Soaking Tub	1400×1000×1100	12	$ 840.00	$ 10,080.00
5	Soaking Tub Platform		15	$ 136.00	$ 2,040.00
6	Soaking Tub Bracket		12	$ 170.00	$ 2,040.00
7	Ladder		1	$ 360.00	$ 1,800.00
8	Soybean Dewatering Screen	WLYS-01	1	$ 1,700.00	$ 1,700.00
9	Scraper		1	$ 3,600.00	$ 3,600.00
10	Water Tray		1	$ 360.00	$ 360.00
11	Soaking Tub Valve	DN80T	12	$ 156.00	$ 1,872.00
12	Sewage Pipeline Valves	DN50T	12	$ 116.00	$ 1,392.00
13	Drip Groove	DN40	1	$ 480.00	$ 480.00
14	Electronic Control Box		1	$ 188.00	$ 188.00
	Subtotal				$ 30,676.00

Grinding System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Quantitative Combo Frame (Dual)	YJDL-II	1	$ 3,700.00	$ 18,500.00
2	300 Grinding Machine	YJSM-300-5.5	2	$ 2,600.00	$ 5,200.00
3	Paste Grind Barrel	900×400×600	1	$ 200.00	$ 1,000.00
4	Centrifuge	WDMJ-560-5.5	3	$ 5,200.00	$ 15,600.00
5	Centrifuge Bucket		1	$ 360.00	$ 1,800.00

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Schedule B

6	Waste Barrel	650×520×870	2	$ 400.00	$ 800.00
7	Head Slurry Tank		1	$ 640.00	$ 3,200.00
8	Second Slurry Tank		1	$ 640.00	$ 3,200.00
9	Third Slurry Tank		1	$ 640.00	$ 3,200.00
10	Pulp Pump Machine	BS50-40	1	$ 560.00	$ 2,800.00
11	Fan Pump	BS60-50	2	$ 860.00	$ 1,720.00
12	Raw liquid Pump	BS50-40	3	$ 560.00	$ 1,680.00
13	Centrifuge Pipe Valve		1	$ 220.00	$ 1,100.00
14	Centrifuge Pipe Valve	DN40	2	$ 1,040.00	$ 2,080.00
15	Whey Pipe Valve	DN40	1	$ 760.00	$ 3,800.00
16	Electronic Control Box		1	$ 1,620.00	$ 8,100.00
	Subtotal				$ 73,780.00

Boiling System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Boil Pulp Barrel	φ1000×1250	5	$ 1,260.00	$ 6,300.00
2	Pulp Screen	2900×900×1000	1	$ 2,960.00	$ 2,960.00
3	Cooking Pump	BS50-40	1	$ 560.00	$ 560.00
4	Electrical Control Box		1	$ 188.00	$ 188.00
5	Slurry Pipe Valve	DN40	5	$ 300.00	$ 1,500.00
	Subtotal				$ 11,508.00

Bean Curd Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Material Transfer Line	15290×730×870	1	$ 104,000.00	$ 104,000.00
2	Back Box Conveying Line	11330×730×870	1		
3	Push Cart		5		
4	Trolley		15		
5	Automated Bean Curd Press		10		
6	Smart Pump Station		1		
7	Mixing Barrel		5		

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Schedule B

8	Platform	4100×3435×2200	1		
9	Lift		2		
10	Smart System Control System		1		
	Subtotal				$ 104,000.00

Laotofu Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Mixing Universal Wheels	φ780×800	2	$ 400.00	$ 800.00
2	Pneumatic Press	WLQJ-4	1	$ 5,200.00	$ 5,200.00
3	Slurry Pipe Valve Fittings	DN50	1	$ 460.00	$ 460.00
	Subtotal				$ 6,460.00

Traditional Tofu Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Mixing Tank	φ780×800	8	$ 360.00	$ 2,880.00
2	Hydraulic Press	WYJ-15T-I	4	$ 2,160.00	$ 8,640.00
3	Smart Pump Station	YJBZ-10	1	$ 3,200.00	$ 3,200.00
4	Press Water Tray	2450×720×430	4	$ 440.00	$ 1,760.00
5	Press Cart	570×570×120	8	$ 180.00	$ 1,440.00
6	Dougan Slurry Pipe Valve Fittings	DN50	4	$ 420.00	$ 1,680.00
7	Hydraulic Tubing		4	$ 116.00	$ 464.00
8	Tofu Pressure Electrical Control Box		1	$ 188.00	$ 188.00
9	Sealer Package Machine		1	$ 20,000.00	$ 20,000.00
	Subtotal				$ 40,252.00

Automated Slurry Feeder

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Slurry Storage Barrels	φ1000×1250	1	$ 960.00	$ 960.00
2	Automated Slurry		1	$ 23,000.00	$ 23,000.00
3	Sizing Barrel	φ1000×1250	1	$ 1,260.00	$ 1,260.00
4	Feed Pump	3kw	1	$ 860.00	$ 4,300.00

BC

Schedule B

5	Residual Pump	1.1kw	1	$ 560.00	$ 2,800.00
6	Slurry Pipe Valve	DN40	2	$ 300.00	$ 600.00
	Subtotal				$ 32,920.00

Grand Total $ 299,596.00

B

Schedule B

Noreast Food Ltd. Equipment List

EQUIPMENT PROVIDED AS ADDITIONAL SECURITY PURSUANT TO THE GENERAL SECURITY AGREEMENT

1. 1 x 2013 Shenyang Belya Beverage Machinery Stainless Steel Cardboard/Aluminum Foil Carton Filling & Packaging Machine Model BW1500

2. 1 x 2013 Stainless Steel Horizontal Homogenizer/Pasteurizer with PLC Control Panel

3. 2 x 2015 Stainless Steel Vertical Single Wall Steam Cooking Tanks each with Vertical Agitators

4. 1 x 2014 Cleaver Brooks Natural Gas Fired Vertical Steam Boiler with Condensate Return Tank, ATI Water Softener, Model CFV" Clear Fire s/n 16030003010052

5. 1 x 2014 Bean Sprout Incubator with Insulated Panel Walls and door, PVC Ware Tube Spray System, PLC Controls, etc.

6. 1 x 2016 Bean Sprout Incubator with Insulated Panel Walls and Door, Copper Water Tube Spray System, PLC Controls, etc.

7. 1 x 2016 Lot of approximately 600 Plastic Bean Sprouting Containers

This is **Exhibit "13"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24^{th} day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

ACKNOWLEDGMENT

TO: The Toronto-Dominion Bank (the "Secured Party")

RE: Noreast Foods Ltd. and Aerdon Continental Corp (the "Debtor")

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the "PPSA") (the "Existing Registrations"):

REGISTRATION NUMBER		FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
20161005 9243 0430	1424	721290321	INVENTORY/EQUIPMENT/ACCOUNTS/OTHER	SEE SCHEDULE A AND SCHEDULE B ATTACHED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

1. Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above or as more particularly described on Schedule A and Schedule B attached hereto together with all proceeds derived therefrom (the "Secured Assets").

2. The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Secured Assets.

3. Nothing herein shall affect the rights or priorities of the undersigned in and to the Secured Assets.

4. This agreement shall be binding upon the undersigned and its assigns.

Dated this 3rd day of May, 2017.

By:
Name:
Title:
KLAD RENTALS INC.

EQUIPMENT SHEDULE A

Wenling Yongjin Machinery Manufacturing Co.

3-5T Soy System Offer Sheet

TEL:0576-86576941 FAX:0576-86576960

Soak System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Bucket Elevator	YJTS-03	1	$ 3,900.00	$ 3,900.00
2	Soybean Transfer Cart	800×800×650	1	$ 840.00	$ 840.00
3	Rail Cart	L4×40×40	24	$ 16.00	$ 384.00
4	Soaking Tub	1400×1000×1100	12	$ 840.00	$ 10,080.00
5	Soaking Tub Platform		15	$ 136.00	$ 2,040.00
6	Soaking Tub Bracket		12	$ 170.00	$ 2,040.00
7	Ladder		1	$ 360.00	$ 1,800.00
8	Soybean Dewatering Screen	WLYS-01	1	$ 1,700.00	$ 1,700.00
9	Scraper		1	$ 3,600.00	$ 3,600.00
10	Water Tray		1	$ 360.00	$ 360.00
11	Soaking Tub Valve	DN80T	12	$ 156.00	$ 1,872.00
12	Sewage Pipeline Valves	DN50T	12	$ 116.00	$ 1,392.00
13	Drip Groove	DN40	1	$ 480.00	$ 480.00
14	Electronic Control Box		1	$ 188.00	$ 188.00
	Subtotal				$ 30,676.00

Grinding System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Quantitative Combo Frame (Dual)	YJDL-II	1	$ 3,700.00	$ 18,500.00
2	300 Grinding Machine	YJSM-300-5.5	2	$ 2,600.00	$ 5,200.00
3	Paste Grind Barrel	900×400×600	1	$ 200.00	$ 1,000.00
4	Centrifuge	WDMJ-560-5.5	3	$ 5,200.00	$ 15,600.00
5	Centrifuge Bucket		1	$ 360.00	$ 1,800.00

BC

6	Waste Barrel	650×620×870	2	$ 400.00	$ 800.00
7	Head Slurry Tank		1	$ 640.00	$ 3,200.00
8	Second Slurry Tank		1	$ 640.00	$ 3,200.00
9	Third Slurry Tank		1	$ 640.00	$ 3,200.00
10	Pulp Pump Machine	BS50-40	1	$ 560.00	$ 2,800.00
11	Fan Pump	BS60-50	2	$ 860.00	$ 1,720.00
12	Raw liquid Pump	BS50-40	3	$ 560.00	$ 1,680.00
13	Centrifuge Pipe Valve		1	$ 220.00	$ 1,100.00
14	Centrifuge Pipe Valve	DN40	2	$ 1,040.00	$ 2,080.00
15	Whey Pipe Valve	DN40	1	$ 760.00	$ 3,800.00
16	Electronic Control Box		1	$ 1,620.00	$ 8,100.00
	Subtotal				$ 73,780.00

Boiling System

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Boil Pulp Barrel	φ1000×1250	5	$ 1,260.00	$ 6,300.00
2	Pulp Screen	2900×900×1000	1	$ 2,960.00	$ 2,960.00
3	Cooking Pump	BS50-40	1	$ 560.00	$ 560.00
4	Electrical Control Box		1	$ 188.00	$ 188.00
5	Slurry Pipe Valve	DN40	5	$ 300.00	$ 1,500.00
	Subtotal				$ 11,508.00

Bean Curd Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Material Transfer Line	15290×730×870	1	$ 104,000.00	$ 104,000.00
2	Back Box Conveying Line	11330×730×870	1		
3	Push Cart		6		
4	Trolley		15		
5	Automated Bean Curd Press		10		
6	Smart Pump Station		1		
7	Mixing Barrel		5		

fc

8	Platform	4100×3435×2200	1		
9	Lift		2		
10	Smart System Control System		1		
	Subtotal				$ 104,000.00

Lactofu Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Mixing Universal Wheels	φ780×800	2	$ 400.00	$ 800.00
2	Pneumatic Press	WLQJ-4	1	$ 5,200.00	$ 5,200.00
3	Slurry Pipe Valve Fittings	DN50	1	$ 460.00	$ 460.00
	Subtotal				$ 6,460.00

Traditional Tofu Production Line

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Mixing Tank	φ780×800	8	$ 360.00	$ 2,880.00
2	Hydraulic Press	WYJ-167-1	4	$ 2,160.00	$ 8,640.00
3	Smart Pump Station	YJBZ-10	1	$ 3,200.00	$ 3,200.00
4	Press Water Tray	2450×720×430	4	$ 440.00	$ 1,760.00
5	Press Cart	570×570×120	8	$ 180.00	$ 1,440.00
6	Dougan Slurry Pipe Valve Fittings	DN50	4	$ 420.00	$ 1,680.00
7	Hydraulic Tubing		4	$ 116.00	$ 464.00
8	Tofu Pressure Electrical Control Box		1	$ 188.00	$ 188.00
9	Sealer Package Machine		1	$ 20,000.00	$ 20,000.00
	Subtotal				$ 40,252.00

Automated Slurry Feeder

No.	Part Name	Model Specifications	Qty	Unit Cost	Amount
1	Slurry Storage Barrels	φ1000×1250	1	$ 960.00	$ 960.00
2	Automated Slurry		1	$ 23,000.00	$ 23,000.00
3	Sizing Barrel	φ1000×1250	1	$ 1,260.00	$ 1,260.00
4	Feed Pump	3kw	1	$ 860.00	$ 4,300.00

BC

5	Residual Pump	1.1kw	1	$ 560.00	$ 2,800.00
6	Slurry Pipe Valve	DN40	2	$ 300.00	$ 600.00
	Subtotal				$ 32,920.00

Grand Total $ 299,596.00

Noreast Foods Ltd. Equipment List

SCHEDULE B EQUIPMENT USED AS ADDITIONAL SECURITY

AND IS PART OF THE GENERAL SECURITY AGREEMENT

1. 1 x 2013 Shenyang Beiya Beverage Machinery Stainless Steel Cardboard/Aluminum Foil Carton Filling & Packaging Machine Model BW1500
2. 1 x 2013 Stainless Steel Horizontal Homogenizer/Pasteurizer with PLC Control Panel
3. 2 x 2015 Stainless Steel Vertical Single Wall Steam Cooking Tanks each with Vertical Agitators
4. 1 x 2014 Cleaver Brooks Natural Gas Fired Vertical Steam Boiler with Condensate Return Tank, ATI Water Softener, Model CFV" Clear Fire s/n 16030003010052
5. 1 x 2014 Bean Sprout Incubator with Insulated Panel Walls and door, PVC Ware Tube Spray System, PLC Controls, etc.
6. 1 x 2016 Bean Sprout Incubator with Insulated Panel Walls and Door, Copper Water Tube Spray System, PLC Controls, etc
7. 1 x 2016 Lot of approximately 600 Plastic Bean Sprouting Containers

Signed by: Bin Chen on behalf of Noreast Foods Ltd

Date: September 3th, 2016

This is **Exhibit "14"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/22/2019
File Currency Date: 05/21/2019
Family(ies): 13
Page(s): 28

SEARCH : Business Debtor : NOREAST FOODS LTD.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/22/2019
File Currency Date: 05/21/2019
Family(ies): 13
Page(s): 28

SEARCH : Business Debtor : NOREAST FOODS LTD.

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 FAMILY :   1 OF  13                                      ENQUIRY PAGE :   1 OF  28
 SEARCH  : BD  : NOREAST FOODS LTD.

 00 FILE NUMBER : 709170705    EXPIRY DATE : 20AUG 2021 STATUS :
 01 CAUTION FILING :           PAGE : 01  OF 003        MV SCHEDULE ATTACHED :
    REG NUM : 20150820 1424 1462 3659 REG TYP: P  PPSA    REG PERIOD: 6
 02 IND DOB :              IND NAME:
 03 BUS NAME: NOREAST FOODS LTD.
                                                               OCN :
 04 ADDRESS : 2-1220 MARKHAM RD
    CITY     : TORONTO                  PROV: ON    POSTAL CODE: M1H3B4
 05 IND DOB : 27SEP1969  IND NAME: ZIZHONG                  WU
 06 BUS NAME:
                                                               OCN :
 07 ADDRESS : 112 HUA DU AVE
    CITY     : MARKHAM                  PROV: ON    POSTAL CODE: L6C0P9


 08 SECURED PARTY/LIEN CLAIMANT :
         HITACHI CAPITAL CANADA CORPORATION
 09 ADDRESS : 3390 SOUTH SERVICE RD, SUITE 104
    CITY     : BURLINGTON               PROV: ON    POSTAL CODE: L7N3J5
   CONS.                                  MV                     DATE OF  OR NO FIXED
   GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL      AMOUNT        MATURITY    MAT DATE
 10              X              X      X
    YEAR MAKE                          MODEL                V.I.N.
 11 2016 ISUZU                         NRR                  JALE5W167G7300227
 12
 GENERAL COLLATERAL DESCRIPTION
 13 C/W 18' REEFER BODY WITH SIDE DOOR FROM MULTIVANS TRUCK BODIES &
 14 CARRIER SUPRA 660 REEFER UNIT
 15
 16 AGENT: CLE LEASING ENTERPRISE LTD.
 17 ADDRESS : 3390 SOUTH SERVICE RD, SUITE 104
    CITY     : BURLINGTON               PROV: ON     POSTAL CODE: L7N3J5
```

SEARCH : BD : NOREAST FOODS LTD.

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00 FILE NUMBER : 709170705   EXPIRY DATE : 20AUG 2021 STATUS :
01 CAUTION FILING :           PAGE : 02  OF 003        MV SCHEDULE ATTACHED :
   REG NUM : 20150820 1424 1462 3659 REG TYP: P  PPSA    REG PERIOD: 6
02 IND DOB : 26OCT1972  IND NAME: LIFANG                  WU
03 BUS NAME:
                                                                OCN :
04 ADDRESS : 112 HUA DU AVE, UN112
   CITY    : MARKHAM                 PROV: ON    POSTAL CODE: L6C0P9
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 TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS,
14 PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT
15 OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE
16 AGENT: CLE LEASING ENTERPRISE LTD.
17 ADDRESS : 3390 SOUTH SERVICE RD, SUITE 104
   CITY    : BURLINGTON              PROV: ON     POSTAL CODE: L7N3J5
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 709170705 EXPIRY DATE : 20AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20150820 1424 1462 3659 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10

YEAR	MAKE	MODEL	V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFORE
14
15
16 AGENT: CLE LEASING ENTERPRISE LTD.
17 ADDRESS : 3390 SOUTH SERVICE RD, SUITE 104
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N3J5

SEARCH : BD : NOREAST FOODS LTD.

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00 FILE NUMBER : 721290321   EXPIRY DATE : 05OCT 2020 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20161005 1424 9243 0430 REG TYP: P  PPSA    REG PERIOD: 04
02 IND DOB :               IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
                                                               OCN :
04 ADDRESS : 1220 MARKHAM ROAD, UNIT 2
   CITY    : TORONTO                  PROV: ON    POSTAL CODE: M1H 3B4
05 IND DOB :               IND NAME:
06 BUS NAME: AERDON CONTINENTAL CORP.
                                                               OCN :
07 ADDRESS : 1220 MARKHAM ROAD, UNIT 2
   CITY    : TORONTO                  PROV: ON    POSTAL CODE: M1H 3B4


08 SECURED PARTY/LIEN CLAIMANT :
        KLAD RENTALS INC.
09 ADDRESS : 413 LEVANNA LANE
   CITY    : OAKVILLE                 PROV: ON    POSTAL CODE: L6H 6B8
  CONS.                                MV                     DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT         MATURITY    MAT DATE
10         X      X      X      X
   YEAR MAKE                        MODEL                V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 DESCRIPTION AS PER RENTAL AGREEMENT #?N16-160622 AND GENERAL SECURITY
14 AGREEMENT
15
16 AGENT:
17 ADDRESS :
   CITY    :                          PROV:        POSTAL CODE:
```

```
SEARCH  : BD  : NOREAST FOODS LTD.

00 FILE NUMBER : 721290321   EXPIRY DATE : 05OCT 2020 STATUS :
01 CAUTION FILING :          PAGE : 002 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20161005 1424 9243 0430 REG TYP:            REG PERIOD:
02 IND DOB : 03MAR1989  IND NAME: BIN                    CHEN
03 BUS NAME:
                                                                OCN :
04 ADDRESS : 51 KENTISH CRESCENT
   CITY    : SCARBOROUGH          PROV: ON    POSTAL CODE: M1S 2Z3
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                OCN :
07 ADDRESS :
   CITY    :                      PROV:       POSTAL CODE:


08 SECURED PARTY/LIEN CLAIMANT :
        AXIOM LEASING INC.
09 ADDRESS : 2370 CAWTHRA RD
   CITY    : MISSISSAUGA          PROV: ON    POSTAL CODE: L5A 2X1
  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
14
15
16 AGENT:
17 ADDRESS :
   CITY    :                      PROV:        POSTAL CODE:
```

SEARCH : BD : NOREAST FOODS LTD.

FILE NUMBER 721290321

```
                  PAGE   TOT                         REGISTRATION NUM       REG TYPE
01 CAUTION   :    001 OF 1    MV SCHED:      20161005 1451 9243 0431
21 REFERENCE FILE NUMBER : 721290321
22 AMEND PAGE:      NO PAGE:    CHANGE: A  AMNDMNT REN YEARS:       CORR PER:
23 REFERENCE DEBTOR/     IND NAME:
24        TRANSFEROR:    BUS NAME: NOREAST FOODS LTD.

25 OTHER CHANGE:
26 REASON: ADDING REGISTERING AGENT
27 /DESCR:
28        :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
                                                                        OCN:
04/07 ADDRESS:
        CITY:                         PROV:        POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
   CITY    :                        PROV :        POSTAL CODE :
  CONS.                             MV                         DATE OF      NO FIXED
  GOODS INVTRY EQUIP ACCTS OTHER   INCL       AMOUNT         MATURITY OR  MAT DATE
10
11
12
13
14
15
16 NAME : AXIOM LEASING INC.
17 ADDRESS : 2370 CAWTHRA RD
   CITY    : MISSISSAUGA            PROV : ON     POSTAL CODE : L5A 2X1
```

SEARCH : BD : NOREAST FOODS LTD.

FILE NUMBER 721290321

```
                    PAGE   TOT                           REGISTRATION NUM      REG TYPE
01 CAUTION    :     001 OF 1    MV SCHED:      20170407 1008 9243 0482
21 REFERENCE FILE NUMBER : 721290321
22 AMEND PAGE:     NO PAGE:    CHANGE: F  PRT DSC REN YEARS:       CORR PER:
23 REFERENCE DEBTOR/     IND NAME:
24       TRANSFEROR:     BUS NAME: AERDON CONTINENTAL CORP.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28      :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
                                                                    OCN:
04/07 ADDRESS:
         CITY:                         PROV:        POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
   CITY    :                         PROV :        POSTAL CODE :
  CONS.                             MV                           DATE OF      NO FIXED
  GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT        MATURITY OR  MAT DATE
10
11
12
13
14
15
16 NAME : AXIOM LEASING INC.
17 ADDRESS : 2370 CAWTHRA RD
   CITY    : MISSISSAUGA             PROV : ON    POSTAL CODE : L5A 2X1
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 727362414 EXPIRY DATE : 05MAY 2023 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170505 1705 1462 6959 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
OCN :
04 ADDRESS : 1220 MARKHAM RD UNIT 2
CITY : TORONTO PROV: ON POSTAL CODE: M1H3B4
05 IND DOB : IND NAME:
06 BUS NAME: NOREAST FOODS LTD.
OCN :
07 ADDRESS : 705 PROGRESS AVENUE, UNIT 33
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1H2X1

08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK
09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10			X		X				

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
17 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 727362414 EXPIRY DATE : 05MAY 2023 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170505 1705 1462 6959 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 :
TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
17 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 729127917 EXPIRY DATE : 26JUN 2022 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20170626 1445 1530 0638 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
OCN :
04 ADDRESS : 1220 MARKHAM RD UNIT 2
CITY : TORONTO PROV: ON POSTAL CODE: M1H 3B4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK - 10332
09 ADDRESS : 3477 SHEPPARD AVENUE EAST
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1T 3K6

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			X

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

```
SEARCH   : BD   : NOREAST FOODS LTD.

00 FILE NUMBER : 729127935    EXPIRY DATE : 26JUN 2022 STATUS :
01 CAUTION FILING :           PAGE : 01  OF 001        MV SCHEDULE ATTACHED :
   REG NUM : 20170626 1445 1530 0640 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :              IND NAME:
03 BUS NAME: AERDON CONTINENTAL CORP
                                                                OCN :
04 ADDRESS : 1220 MARKHAM RD UNIT 2
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M1H 3B4
05 IND DOB :              IND NAME:
06 BUS NAME: NOREAST FOODS LTD.
                                                                OCN :
07 ADDRESS : 1220 MARKHAM RD UNIT 2
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M1H 3B4


08 SECURED PARTY/LIEN CLAIMANT :
        THE TORONTO-DOMINION BANK - 10332
09 ADDRESS : 3477 SHEPPARD AVENUE EAST
   CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1T 3K6
  CONS.                               MV                      DATE OF   OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL      AMOUNT         MATURITY     MAT DATE
10              X             X                                                X
   YEAR MAKE                       MODEL                 V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
   CITY    : BURNABY                 PROV: BC     POSTAL CODE: V5G 3S8
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 729127944 EXPIRY DATE : 26JUN 2022 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20170626 1445 1530 0641 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : 03MAR1989 IND NAME: BIN CHEN
03 BUS NAME:
OCN :
04 ADDRESS : 1220 MARKHAM RD UNIT 2
CITY : TORONTO PROV: ON POSTAL CODE: M1H 3B4
05 IND DOB : IND NAME:
06 BUS NAME: NOREAST FOODS LTD.
OCN :
07 ADDRESS : 1220 MARKHAM RD UNIT 2
CITY : TORONTO PROV: ON POSTAL CODE: M1H 3B4

08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK - 10332
09 ADDRESS : 3477 SHEPPARD AVENUE EAST
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1T 3K6

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10				X	X				X

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

SEARCH : BD : NOREAST FOODS LTD.

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00 FILE NUMBER : 730284768   EXPIRY DATE : 27JUL 2021 STATUS :
01 CAUTION FILING :          PAGE : 01  OF 001       MV SCHEDULE ATTACHED :
   REG NUM : 20170727 1932 1531 6367 REG TYP: P  PPSA    REG PERIOD: 4
02 IND DOB :              IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
                                                              OCN :
04 ADDRESS : 1220 MARKHAM ROAD
   CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1H 3B4
05 IND DOB : 03MAR1989  IND NAME: BIN                       CHEN
06 BUS NAME:
                                                              OCN :
07 ADDRESS : 51 KENTISH CRESCENT
   CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1S 2Z3


08 SECURED PARTY/LIEN CLAIMANT :
        GM FINANCIAL CANADA LEASING LTD.
09 ADDRESS : 2001 SHEPPARD AVE. STE 600
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M2J 4Z8
  CONS.                                MV                    DATE OF   OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT        MATURITY    MAT DATE
10 X            X             X      X      53471           24JUL2021
   YEAR MAKE                       MODEL                V.I.N.
11 2017 CHEVROLET                  CAMARO               1G1FD1RS0H0196275
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
   CITY    : BURNABY                 PROV: BC     POSTAL CODE: V5G 3S8
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 731776635 EXPIRY DATE : 11SEP 2023 STATUS :
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20170911 1707 1462 1843 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
OCN :
04 ADDRESS : 1170 BIRCHMOUNT ROAD, UNIT #2
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1K5M1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
09 ADDRESS : 300 THE EAST MALL SUITE 401
CITY : TORONTO PROV: ON POSTAL CODE: M9B6B7

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED 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

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 731776635   EXPIRY DATE : 11SEP 2023 STATUS :
01 CAUTION FILING :   PAGE : 02 OF 003   MV SCHEDULE ATTACHED :
REG NUM : 20170911 1707 1462 1843 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED 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

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 731776635 EXPIRY DATE : 11SEP 2023 STATUS :
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20170911 1707 1462 1843 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED 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

SEARCH : BD : NOREAST FOODS LTD.

FILE NUMBER 731776635

	PAGE TOT		REGISTRATION NUM	REG TYPE
01 CAUTION :	01 OF 001	MV SCHED:	20170921 1006 1462 4837	

21 REFERENCE FILE NUMBER : 731776635
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: NOREAST FOODS LTD.

25 OTHER CHANGE:
26 REASON: TO ADD ANOTHER DEBTOR LOCATION
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: NOREAST FOODS LTD.
OCN:
04/07 ADDRESS: 2 - 1220 MARKHAM ROAD
CITY: TORONTO PROV: ON POSTAL CODE: M1H3B4
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10									
11									
12									
13									
14									
15									

16 NAME : TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
17 ADDRESS : 300 THE EAST MALL SUITE 401
CITY : TORONTO PROV : ON POSTAL CODE : M9B6B7

SEARCH : BD : NOREAST FOODS LTD.

```
00 FILE NUMBER : 734240295   EXPIRY DATE : 22NOV 2020 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1         MV SCHEDULE ATTACHED :
   REG NUM : 20171122 1138 1590 6936 REG TYP: P  PPSA    REG PERIOD: 3
02 IND DOB :                IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
                                                              OCN : 002357183
04 ADDRESS : 1220 MARKHAM ROAD
   CITY    : TORONTO                  PROV: ON    POSTAL CODE: M1H 3B4
05 IND DOB :                IND NAME:
06 BUS NAME:
                                                              OCN :
07 ADDRESS :
   CITY    :                          PROV:       POSTAL CODE:


08 SECURED PARTY/LIEN CLAIMANT :
        CHRISTINE QUN XU
09 ADDRESS : 4400 HIGHWAY 7 EAST
   CITY    : MARKHAM                  PROV: ON    POSTAL CODE: L3R 1M2
  CONS.                                MV                       DATE OF   OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL      AMOUNT        MATURITY     MAT DATE
10         X       X       X      X              1000000                      X
   YEAR MAKE                       MODEL                 V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 GENERAL SECURITY AGREEMENT
14
15
16 AGENT: OWENS WRIGHT LLP
17 ADDRESS : 20 HOLLY STREET, SUITE 300
   CITY    : TORONTO                  PROV: ON    POSTAL CODE: M4S 3B1
```

```
FAMILY :  10 OF  13                                    ENQUIRY PAGE :  19 OF  28
SEARCH  : BD  : NOREAST FOODS LTD.

00 FILE NUMBER : 734824836   EXPIRY DATE : 11DEC 2019 STATUS :
01 CAUTION FILING :           PAGE : 001 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20171211 1123 1590 8442 REG TYP: P  PPSA    REG PERIOD: 1
02 IND DOB : 03MAR1989  IND NAME: BIN                    CHEN
03 BUS NAME:
                                                              OCN :
04 ADDRESS : 51 KENTISH CRESCENT
   CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1S 2Z3
05 IND DOB :            IND NAME:
06 BUS NAME: NOREAST FOODS LTD.
                                                              OCN : 2357183
07 ADDRESS : 51 KENTISH CRESCENT
   CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1S 2Z3


08 SECURED PARTY/LIEN CLAIMANT :
        10519219 CANADA CORP.
09 ADDRESS : 803-188 BONIS AVENUE
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M1T 3W2
  CONS.                               MV                     DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL      AMOUNT        MATURITY    MAT DATE
10                     X      X              500000                         X
   YEAR MAKE                       MODEL                 V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ASSIGNMENT BY THE DEBTORS (BIN CHEN AND NOREAST FOODS LTD.) TO THE
14 SECURED PARTY (10519219 CANADA CORP.) OF ALL DEBTS AND LIABILITIES,
15 PRESENT AND FUTURE, OF CHRISTINE QUN XU OWED TO THE DEBTORS AND ALL
16 AGENT: YOUNGMAN LAW PROFESSIONAL CORPORATION
17 ADDRESS : 200-65 QUEEN STREET WEST
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5H 2M5
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 734824836 EXPIRY DATE : 11DEC 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20171211 1123 1590 8442 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

GENERAL COLLATERAL DESCRIPTION
13 PROCEEDS THEREOF.
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

```
SEARCH  : BD  : NOREAST FOODS LTD.
                                                                FILE NUMBER 734824836
                  PAGE   TOT                          REGISTRATION NUM       REG TYPE
01 CAUTION  :     01  OF 001  MV SCHED:      20180815 1734 1590 6783
21 REFERENCE FILE NUMBER : 734824836
22 AMEND PAGE:     NO PAGE:    CHANGE: B  RENEWAL REN YEARS: 1    CORR PER:
23 REFERENCE DEBTOR/     IND NAME: BIN                          CHEN
24       TRANSFEROR:     BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28        :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
                                                                      OCN:
04/07 ADDRESS:
         CITY:                        PROV:        POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
   CITY     :                       PROV :        POSTAL CODE :
  CONS.                            MV                          DATE OF        NO FIXED
  GOODS INVTRY EQUIP ACCTS OTHER   INCL       AMOUNT           MATURITY OR   MAT DATE
10
11
12
13
14
15
16 NAME : YOUNGMAN LAW PROFESSIONAL CORPORATION
17 ADDRESS : 200-65 QUEEN STREET WEST
   CITY     : TORONTO                PROV : ON    POSTAL CODE : M5H 2M5
```

SEARCH : BD : NOREAST FOODS LTD.

```
00 FILE NUMBER : 741052566   EXPIRY DATE : 28JUN 2024 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 2         MV SCHEDULE ATTACHED :
   REG NUM : 20180628 1510 1902 0633 REG TYP: P  PPSA    REG PERIOD: 06
02 IND DOB :            IND NAME:
03 BUS NAME: NOREAST FOODS LTD
                                                                  OCN :
04 ADDRESS : 1170-2 BIRCHMOND
   CITY    : TORONTO                   PROV: ON    POSTAL CODE: M1K 5E3
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                  OCN :
07 ADDRESS :
   CITY    :                           PROV:       POSTAL CODE:


08 SECURED PARTY/LIEN CLAIMANT :
        MERIDIAN ONECAP CREDIT CORP.
09 ADDRESS : SUITE 1500, 4710 KINGSWAY
   CITY    : BURNABY                   PROV: BC    POSTAL CODE: V5H 4M2
  CONS.                                 MV                 DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT      MATURITY    MAT DATE
10             X              X       X
   YEAR MAKE                       MODEL               V.I.N.
11 2018 ISUZU                      NRR                 JALE5W161J7300988
12
GENERAL COLLATERAL DESCRIPTION
13 VAN(S) REEFER(S) BODY(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
14 ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
15 THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
16 AGENT: AVS SYSTEMS INC.
17 ADDRESS : 201 - 1325 POLSON DR.
   CITY    : VERNON                    PROV: BC     POSTAL CODE: V1T 8H2
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 741052566 EXPIRY DATE : 28JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20180628 1510 1902 0633 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10

YEAR	MAKE	MODEL	V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
14 INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
15 FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

SEARCH : BD : NOREAST FOODS LTD.

```
00 FILE NUMBER : 741900816   EXPIRY DATE : 24JUL 2024 STATUS :
01 CAUTION FILING :           PAGE : 001 OF 4         MV SCHEDULE ATTACHED :
   REG NUM : 20180724 1026 1793 3253 REG TYP: P  PPSA    REG PERIOD: 6
02 IND DOB :              IND NAME:
03 BUS NAME: NOREAST FOODS LTD.
                                                                  OCN :
04 ADDRESS : 1170 BIRCHMOUNT RD UNIT 2
   CITY    : TORONTO                PROV: ON    POSTAL CODE: M1K5M1
05 IND DOB :              IND NAME:
06 BUS NAME: NOREAST FOODS LTD.
                                                                  OCN :
07 ADDRESS : 1220 MARKHAM RD UNIT 2
   CITY    : TORONTO                PROV: ON    POSTAL CODE: M1K3B4


08 SECURED PARTY/LIEN CLAIMANT :
        THE TORONTO-DOMINION BANK
09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
   CITY    : OAKVILLE               PROV: ON    POSTAL CODE: L6H6X7
  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 VARIOUS FOOD PROCESSING EQUIPMENT BEAN SPROUTING  MULTI-FUNCTIONAL
14 SYSTEM, ENHANCED 100 SHEETS TOFU LINE, STIR THE PAN - 1 SET, STRETCH
15 FILM PACKING MACHINE, SOY MILK PRODUCTION LINE, 2 BEAN CURD PRESSES,
16 AGENT: PPSA CANADA INC.
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
   CITY    : TORONTO                PROV: ON     POSTAL CODE: M2N6Y8
```

SEARCH : BD : NOREAST FOODS LTD.

```
00 FILE NUMBER : 741900816   EXPIRY DATE : 24JUL 2024 STATUS :
01 CAUTION FILING :          PAGE : 002 OF 4         MV SCHEDULE ATTACHED :
   REG NUM : 20180724 1026 1793 3253 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 :
       TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301
   CITY    : OAKVILLE             PROV: ON    POSTAL CODE: L6H6X7
  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 WATER TOFU PRODUCTION LINE, 2 SETS BEAN PRODUCT EQUIPMENT AND FULTON
14 50HP GAS BOILER  TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND
16 AGENT:
17 ADDRESS :
   CITY    :                      PROV:        POSTAL CODE:
```

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 741900816 EXPIRY DATE : 24JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20180724 1026 1793 3253 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10

YEAR	MAKE	MODEL	V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
14 SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY
15 INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

SEARCH : BD : NOREAST FOODS LTD.

00 FILE NUMBER : 741900816 EXPIRY DATE : 24JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20180724 1026 1793 3253 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. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

```
SEARCH  : BD  : NOREAST FOODS LTD.

00 FILE NUMBER : 745768503   EXPIRY DATE : 13NOV 2022 STATUS :
01 CAUTION FILING :          PAGE : 01  OF 001        MV SCHEDULE ATTACHED :
   REG NUM : 20181113 1009 1462 5915 REG TYP: P  PPSA    REG PERIOD: 4
02 IND DOB :               IND NAME:
03 BUS NAME: NOREAST FOODS LTD
                                                             OCN : 002357183
04 ADDRESS : 705-121 MCMAHON DRIVE
   CITY    : NORTH YORK              PROV: ON    POSTAL CODE: M2K0C1
05 IND DOB : 03MAR1989  IND NAME: BIN                     CHEN
06 BUS NAME:
                                                             OCN :
07 ADDRESS : 705-121 MCMAHON DRIVE
   CITY    : NORTH YORK              PROV: ON    POSTAL CODE: M2K0C1


08 SECURED PARTY/LIEN CLAIMANT :
        OXFORD LEASEWAY LTD.
09 ADDRESS : 1249 HYDE PARK ROAD
   CITY    : LONDON                  PROV: ON    POSTAL CODE: N6H5K6
  CONS.                                MV                       DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL      AMOUNT        MATURITY    MAT DATE
10 X            X             X       X      78000                          X
   YEAR MAKE                      MODEL                V.I.N.
11 2017 MASERATI                  QP GTS               ZAM56RRL3H1204329
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: OXFORD LEASEWAY LTD.
17 ADDRESS : 1249 HYDE PARK ROAD
   CITY    : LONDON                  PROV: ON     POSTAL CODE: N6H5K6
```

This is **Exhibit "15"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Government of Canada Gouvernement du Canada

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

Federal Corporation Information - 1051921-9

Buy copies of corporate documents

Note

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

Corporation Number
1051921-9

Business Number (BN)
782583082RC0001

Corporate Name
10519219 Canada Corp.

Status
Dissolved by the corporation (s. 210) on 2019-05-21

Governing Legislation
Canada Business Corporations Act - 2017-11-30

Registered Office Address

803-188 Bonis Ave
Toronto ON M1T 3W2
Canada

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.

Directors

Minimum 1
Maximum 10

LI-ZHEN LI
803-188 Bonis Ave
Toronto ON M1T 3W2
Canada

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)
11-30

Date of Last Annual Meeting
2018-12-01

Annual Filing Period (MM-DD)
11-30 to 01-29

Type of Corporation
Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings
2018 - Filed

Corporate History

Corporate Name History

2017-11-30 to Present	10519219 Canada Corp.

Certificates and Filings

Certificate of Incorporation
2017-11-30

Certificate of Dissolution
2019-05-21

Buy copies of corporate documents

Start New Search Return to Search Results

Date Modified:
2019-04-01

This is **Exhibit "16"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 1 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
	BALANCE FORWARD				0.00	
050917	ADV	5,000.00			5,000.00	0.000
051017	PYT		5,000.00		0.00	
053117	INT			.78	0.00	
091317	ADV	50,000.00			50,000.00	
091517	ADV	10,000.00			60,000.00	
091817	ADV	5,000.00			65,000.00	
092017	ADV	5,000.00			70,000.00	
092117	PYT		45,000.00		25,000.00	
092517	ADV	65,000.00			90,000.00	
092917	INT			190.25	90,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 2 OF 10 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
100217	ADV	5,000.00			95,000.00	0.000
100517	ADV	5,000.00			100,000.00	
100617	ADV	10,000.00			110,000.00	
101017	ADV	5,000.00			115,000.00	
101117	ADV	5,000.00			120,000.00	
101217	PYT		20,000.00		100,000.00	
101317	ADV	5,000.00			105,000.00	
101617	ADV	45,000.00			150,000.00	
101717	ADV	10,000.00			160,000.00	
102317	ADV	5,000.00			165,000.00	
102417	ADV	20,000.00			185,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 3 OF 10 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
102717	PYT		10,000.00		175,000.00	0.000
103017	ADV	5,000.00			180,000.00	
103117	ADV	5,000.00			185,000.00	
103117	INT			727.86	185,000.00	
110117	ADV	15,000.00			200,000.00	
110317	ADV	5,000.00			205,000.00	
110617	PYT		5,000.00		200,000.00	
110917	ADV	5,000.00			205,000.00	
111517	PYT		105,000.00		100,000.00	
112017	ADV	10,000.00			110,000.00	
112117	ADV	5,000.00			115,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 4 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
112217	ADV	5,000.00			120,000.00	0.000
112317	ADV	15,000.00			135,000.00	
112717	ADV	40,000.00			175,000.00	
112817	PYT		25,000.00		150,000.00	
112917	ADV	35,000.00			185,000.00	
113017	ADV	5,000.00			190,000.00	
113017	INT			855.67	190,000.00	
120117	PYT		190,000.00		0.00	
120417	ADV	10,000.00			10,000.00	
120717	ADV	10,000.00			20,000.00	
120817	PYT		20,000.00		0.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 5 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
122917	INT			8.49	0.00	0.000
INT. COLLECTED YEAR TO DATE AS OF 12/31/17				1,783.05		
012318	ADV	75,000.00			75,000.00	0.000
012418	ADV	5,000.00			80,000.00	
012618	ADV	40,000.00			120,000.00	
012918	ADV	5,000.00			125,000.00	
013118	ADV	30,000.00			155,000.00	
013118	INT			176.71	155,000.00	
020118	ADV	50,000.00			205,000.00	
020218	PYT		10,000.00		195,000.00	
020518	PYT		5,000.00		190,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 6 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
020618	ADV	5,000.00			195,000.00	0.000
020918	PYT		60,000.00		135,000.00	
021218	ADV	15,000.00			150,000.00	
021418	ADV	5,000.00			155,000.00	
021518	ADV	15,000.00			170,000.00	
022018	ADV	5,000.00			175,000.00	
022218	ADV	5,000.00			180,000.00	
022618	ADV	5,000.00			185,000.00	
022818	PYT		55,000.00		130,000.00	
022818	INT			858.16	130,000.00	
030118	ADV	80,000.00			210,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 7 OF 10 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
030218	PYT		30,000.00		180,000.00	0.000
030518	ADV	15,000.00			195,000.00	
030718	PYT		25,000.00		170,000.00	
030818	ADV	5,000.00			175,000.00	
030918	ADV	10,000.00			185,000.00	
031318	PYT		15,000.00		170,000.00	
031418	ADV	5,000.00			175,000.00	
031518	ADV	10,000.00			185,000.00	
031618	ADV	5,000.00			190,000.00	
031918	PYT		10,000.00		180,000.00	
032018	ADV	5,000.00			185,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: __

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 8 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
032118	ADV	10,000.00			195,000.00	0.000
032218	PYT		15,000.00		180,000.00	
032318	ADV	5,000.00			185,000.00	
032618	ADV	10,000.00			195,000.00	
032718	PYT		5,000.00		190,000.00	
032818	ADV	10,000.00			200,000.00	
032918	ADV	15,000.00			215,000.00	
032918	INT			1,055.69	215,000.00	
040218	ADV	85,000.00			300,000.00	
040318	PYT		190,000.00		110,000.00	
B040318	PYTR	190,000.00			300,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 9 OF 10 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
B040318	PYT		190,000.00		110,000.00	0.000
040418	ADV	30,000.00			140,000.00	
040618	ADV	5,000.00			145,000.00	
041018	ADV	25,000.00			170,000.00	
041118	ADV	5,000.00			175,000.00	
041318	PYT		5,000.00		170,000.00	
041618	ADV	15,000.00			185,000.00	
041718	ADV	5,000.00			190,000.00	
042018	ADV	5,000.00			195,000.00	
042318	ADV	5,000.00			200,000.00	
042418	PYT		20,000.00		180,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 10 OF 10 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
042518	ADV	5,000.00			185,000.00	0.000
042618	ADV	5,000.00			190,000.00	
042718	ADV	5,000.00			195,000.00	
043018	ADV	5,000.00			200,000.00	
043018	INT			999.20	200,000.00	
050118	ADV	45,000.00			245,000.00	
050218	PYT		85,000.00		160,000.00	
050818	ADV	10,000.00			170,000.00	
051018	PYT		5,000.00		165,000.00	
051118	ADV	5,000.00			170,000.00	
051418	ADV	10,000.00			180,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.29

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 11 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
051518 ADV	15,000.00			195,000.00	0.000
051618 ADV	5,000.00			200,000.00	
051718 PYT		10,000.00		190,000.00	
052218 ADV	5,000.00			195,000.00	
052318 PYT		20,000.00		175,000.00	
052418 ADV	5,000.00			180,000.00	
052518 ADV	5,000.00			185,000.00	
053018 ADV	15,000.00			200,000.00	
053118 INT			1,011.06	200,000.00	
060118 ADV	50,000.00			250,000.00	
061118 ADV	5,000.00			255,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 12 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
061318	PYT		110,000.00		145,000.00	0.000
061418	PYT		5,000.00		140,000.00	
061518	ADV	15,000.00			155,000.00	
061818	ADV	45,000.00			200,000.00	
061918	ADV	5,000.00			205,000.00	
062018	ADV	10,000.00			215,000.00	
062218	ADV	5,000.00			220,000.00	
062518	PYT		10,000.00		210,000.00	
062618	PYT		15,000.00		195,000.00	
062718	ADV	5,000.00			200,000.00	
062918	INT			1,426.58	200,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 13 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
070318	ADV	40,000.00			240,000.00	0.000
070418	ADV	25,000.00			265,000.00	
070518	ADV	5,000.00			270,000.00	
071218	ADV	5,000.00			275,000.00	
071618	ADV	10,000.00			285,000.00	
071818	PYT		35,000.00		250,000.00	
071918	ADV	25,000.00			275,000.00	
072018	ADV	5,000.00			280,000.00	
072318	ADV	5,000.00			285,000.00	
072418	ADV	10,000.00			295,000.00	
072618	ADV	5,000.00			300,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 14 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
073018	PYT		300,000.00		0.00	0.000
073118	INT			1,853.23	0.00	
122018	ADV	5,000.00			5,000.00	
122118	ADV	5,000.00			10,000.00	
122418	ADV	25,000.00			35,000.00	
122718	ADV	10,000.00			45,000.00	
123118	ADV	25,000.00			70,000.00	
123118	INT			74.26	70,000.00	
INT. COLLECTED YEAR TO DATE AS OF 12/31/18				7,454.89		
010219	ADV	95,000.00			165,000.00	0.000
010719	ADV	30,000.00			195,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 15 OF 20 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
010819	PYT		15,000.00		180,000.00	0.000
011419	ADV	65,000.00			245,000.00	
011519	ADV	15,000.00			260,000.00	
011619	ADV	15,000.00			275,000.00	
011819	ADV	5,000.00			280,000.00	
012119	PYT		65,000.00		215,000.00	
012219	ADV	10,000.00			225,000.00	
012319	ADV	20,000.00			245,000.00	
012419	ADV	5,000.00			250,000.00	
012519	ADV	10,000.00			260,000.00	
012819	PYT		50,000.00		210,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 16 OF 20 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
012919	ADV	40,000.00			250,000.00	0.000
013119	ADV	10,000.00			260,000.00	
013119	INT			1,285.27	260,000.00	
020119	ADV	45,000.00			305,000.00	
B020119	ADVR		45,000.00		260,000.00	
B020119	ADV	15,000.00			275,000.00	
020519	ADV	10,000.00			285,000.00	
020719	ADV	15,000.00			300,000.00	
020819	PYT		25,000.00		275,000.00	
021119	ADV	15,000.00			290,000.00	
021219	ADV	15,000.00			305,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 17 OF 20 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
021319	ADV	5,000.00			310,000.00	0.000
021419	ADV	5,000.00			315,000.00	
021519	ADV	15,000.00			330,000.00	
022019	ADV	5,000.00			335,000.00	
022119	PYT		55,000.00		280,000.00	
022219	ADV	5,000.00			285,000.00	
022519	ADV	110,000.00			395,000.00	
022619	ADV	5,000.00			400,000.00	
022719	ADV	55,000.00			455,000.00	
022819	ADV	5,000.00			460,000.00	
022819	INT			1,963.25	460,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 18 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
030119	ADV	35,000.00			495,000.00	0.000
030519	PYT		10,000.00		485,000.00	
030619	ADV	10,000.00			495,000.00	
030819	ADV	5,000.00			500,000.00	
031119	PYT		15,000.00		485,000.00	
031419	ADV	5,000.00			490,000.00	
031519	ADV	15,000.00			505,000.00	
031819	ADV	5,000.00			510,000.00	
031919	PYT		5,000.00		505,000.00	
032119	ADV	35,000.00			540,000.00	
032519	ADV	5,000.00			545,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _
LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 18 OF 20 +
BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17
TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
030119	ADV	35,000.00			495,000.00	0.000
030519	PYT		10,000.00		485,000.00	
030619	ADV	10,000.00			495,000.00	
030819	ADV	5,000.00			500,000.00	
031119	PYT		15,000.00		485,000.00	
031419	ADV	5,000.00			490,000.00	
031519	ADV	15,000.00			505,000.00	
031819	ADV	5,000.00			510,000.00	
031919	PYT		5,000.00		505,000.00	
032119	ADV	35,000.00			540,000.00	
032519	ADV	5,000.00			545,000.00	

USER ID: BORGEJ PSWD:
CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF
IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 19 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
032719	ADV	10,000.00			555,000.00	0.000
032819	ADV	15,000.00			570,000.00	
032919	ADV	60,000.00			630,000.00	
032919	INT			5,740.68	630,000.00	
040119	ADV	40,000.00			670,000.00	
040219	PYT		5,000.00		665,000.00	
040319	PYT		5,000.00		660,000.00	
040419	ADV	25,000.00			685,000.00	
B040419	ADVR		25,000.00		660,000.00	
B040419	ADV	5,000.00			665,000.00	
040819	PYT		5,000.00		660,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 20 OF 20 +

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 17

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
041019	ADV	5,000.00			665,000.00	0.000
041519	ADV	30,000.00			695,000.00	
041619	PYT		15,000.00		680,000.00	
B041619	PYTR	15,000.00			695,000.00	
B041619	PYT		30,000.00		665,000.00	
041819	ADV	10,000.00			675,000.00	
B041819	ADVR		10,000.00		665,000.00	
042219	ADV	5,000.00			670,000.00	
042419	ADV	5,000.00			675,000.00	
042919	ADV	45,000.00			720,000.00	
B042919	ADVR		45,000.00		675,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 21 OF 24

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 78

TYPE SUBTYPE: 5-033 . PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
B042919	ADV	25,000.00			700,000.00	0.000
043019	ADV	15,000.00			715,000.00	
043019	INT			6,566.97	715,000.00	
B043019	INTR			6,566.97	715,000.00	
B043019	ADVR		15,000.00		700,000.00	
B043019	PYT		40,000.00		660,000.00	
B043019	INT			6,535.33	660,000.00	
050119	ADV	30,000.00			690,000.00	
050219	PYT		5,000.00		685,000.00	
B050219	PYTR	5,000.00			690,000.00	
B050219	PYT		25,000.00		665,000.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 22 OF 24

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 78

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
B050619	PYT		30,000.00		635,000.00	0.000
B050819	PYT		47,964.00		587,036.00	
051019	PYT		6,049.00		580,987.00	
B051019	PYTR	6,049.00			587,036.00	
B051019	PYT		6,373.00		580,663.00	
051319	ADV	5,269.00			585,932.00	
B051319	ADVR		5,269.00		580,663.00	
051519	ADV	11,190.00			591,853.00	
051619	ADV	16,148.00			608,001.00	
B051619	ADVR		16,148.00		591,853.00	
B051619	ADV	3,671.00			595,524.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 23 OF 24

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 78

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
052119	ADV	71,485.00			667,009.00	0.000
B052119	ADVR		71,485.00		595,524.00	
B052119	ADV	59,008.00			654,532.00	
052219	PYT		58,699.00		595,833.00	
052419	ADV	953.00			596,786.00	
052719	ADV	3,989.00			600,775.00	
052819	PYT		1,150.00		599,625.00	
052919	ADV	53,159.00			652,784.00	
B052919	ADVR		53,159.00		599,625.00	
B052919	PYT		591.00		599,034.00	
053119	ADV	7,438.00			606,472.00	

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

APPL: CCS TRAN: EFIN ID: SC: _

LG: E FIN HIST BY LN PROC DT FROM: 01/01/15 TO: 06/06/19 PAGE 24 OF 24

BRANCH: 1033 ACCOUNT: 9278623 LON: 02 SHORT NAME: NOREAST BCRS CR TEAM: 78

TYPE SUBTYPE: 5-033 PRODUCT: RSV-COMM

EFF DT	TRAN	PROCEEDS	PAYMENT	INTEREST	BALANCE	INT RT
053119	INT			7,298.91	606,472.00	0.000
060319	ADV	42,941.00			649,413.00	
B060319	ADVR		42,941.00		606,472.00	
B060319	PYT		28.00		606,444.00	
060419	ADV	192.00			606,636.00	
060519	PYT		192.00		606,444.00	
060619	ADV	4,495.00			610,939.00	

INT. COLLECTED YEAR TO DATE AS OF 06/06/19 22,823.44

USER ID: BORGEJ PSWD:

CHANGE SELECTION CRITERIA, SELECT NEXT TRANSACTION OR PRESS PF3 TO EXIT. 4368

1/HELP 3/END 6/DHIST 7/BACK 8/FORWARD 12/LOGOFF

IMSTX TLONEFIN LTRM M0701175 MOD LNEFINEO 2019-06-07 12.30

This is **Exhibit "17"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Payout Quote

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

May 21, 2019

NOREAST FOODS LTD.
1170 BIRCHMOUNT RD UNIT 2
TORONTO ON M1K 5M1

Re:

YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN
2017	Various food processing equip	Bean sprouting multi-functional system; Enhanced 100 sheetstofu line; Stir the pan - 1 set; Stretch film packingmachine; Soy milk production line; 2 bean curd presses;Water tofu production line; 2 sets bean product equipmentand Fulton 50HP gas boiler	VARIOUS
2018	Payout on Agreement N16-160622		

Contract(s):	18008160
Payout Amount:	$2,489,212.22
Deferred Income:	$305,791.42
Interest:	$0.00
Admin Fee:	$0.00
PST/GST/HST:	$0.00
Total Payout:	$2,795,003.64

*Valid to May 27, 2019

NOTE: The above quote assumes all scheduled payments have been made up to and including the valid to date.

Should you wish to exercise the payout as quoted above, please complete and sign below and return the form to the customer service email address noted, or you may wish to fax it at 905.403.4771. If you require further information, please email TDEFCACS@TD.com, or contact Natasa Ristic at 905-403-4770.

Regards,

N. Ri

Natasa Ristic
Portfolio Management

- ☐ Yes I wish to proceed with the above Payout Quote

Payment Options (check one):

- ☐ Please debit Total Payout amount from the account my regular payments are made from
- ☐ I wish to send payment via wire transfer (wire instructions will be sent to you if this option chosen)

NOREAST FOODS LTD.

Per: ______________________________

Name/Title: ______________________________

E&OE - Errors and Omissions Excepted
TDEF reserves the right to adjust accordingly.

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Payout Quote

May 21, 2019

NOREAST FOODS LTD.
1170 BIRCHMOUNT RD UNIT 2
TORONTO ON M1K 5M1

Re:

YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN
	(2) BEAN PRODUCT EQUIPMENT 2	EMULSIONTANKS C/W ALL ATTACHEMENTS AND ACCESORS/N20160440C AND 20160439C(1) 2017 ADVANCED MULTI TOFUSYSTEMYJDG-5-2 (1) 2016 FULTON ICS-30 BOILER	PV-151-PP

Contract(s):	2017259620
Payout Amount:	$376,086.07
Deferred Income:	$26,752.49
Interest:	$0.00
Admin Fee:	$0.00
PST/GST/HST:	$0.00
Total Payout:	**$402,838.56**

***Valid to June 12, 2019**

NOTE: The above quote assumes all scheduled payments have been made up to and including the valid to date.

Should you wish to exercise the payout as quoted above, please complete and sign below and return the form to the customer service email address noted, or you may wish to fax it at 905.403.4771. If you require further information, please email TDEFCACS@TD.com, or contact Natasa Ristic at 905-403-4770.

Regards,

N. Ristic

Natosa Ristic
Portfolio Management

○ Yes I wish to proceed with the above Payout Quote

Payment Options (check one):

○ Please debit Total Payout amount from the account my regular payments are made from

○ I wish to send payment via wire transfer (wire instructions will be sent to you if this option choseo)

NOREAST FOODS LTD.

Per: ______________________

Name/Title: ______________________

E&OE - Errors and Omissions Excepted
TDEF reserves the right to adjust accordingly.

This is **Exhibit "18"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DINino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Commercial Banking

GTA East Commercial Banking Centre
305 Milner Ave Suite 702
Scarborough, ON
M1B3V4
Telephone No.: (416) 291-8547
Fax No.: 416-291-8373

May 13, 2019

1170 BIRCHMOUNT RD UNIT 2
TORONTO, ON
M1K 5M1

Attention: Bin Chen

Dear Bin Chen

We refer to the Letter Agreement/ Demand Operating Facility Agreement dated April 18, 2017 as amended from time to time, (the "Agreement") signed by you in relation to the credit facility (the "Facility") granted to you by the bank.

One of your financial Obligations under the Agreement is:

a) Facility #1 credit limit of CAD $300,000.

You are in default of this obligation. As of May 13, 2019 operating line usage is $580,987 and the Bank requires you to rectify the default immediately by repaying the Facility within authorized limit.

Two of your reporting Obligations under the Agreement are:

a) Annual Review Engagement financial statements for Noreast Foods Ltd within 120 calendar days of fiscal year end
b) Accounts payable and inventory listings for Noreast Foods Ltd. within 120 days of fiscal year end

As at May 13, 2019, you are not in compliance of reporting Obligations, and the Bank does not waive compliance with this Obligation.

Please be advised that the Bank preserves all rights and remedies under any and all agreements and security provided in connection with the Facility. If you fail to rectify the default to the complete satisfaction of the Bank, the Bank will exercise any or all rights and remedies under such agreements and security, and/or such rights and remedies as may otherwise be available to it at law.

If you have any queries or comments, please do not hesitate to contact the account manager.

Yours truly,

THE TORONTO-DOMINION BANK

Xiaoyu Jia

Xiaoyu Jia
Account Manager

Daniel Canali
Manager Commercial Service

Blaney McMurtry LLP

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

416-593-1221
Blaney.com

Eric Golden
D: 416-593-3927 F: 416-596-2049
egolden@blaney.com

May 24, 2019

REGULAR AND REGISTERED MAIL

Aerdon Continental Corp.
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Aerdon Continental Corp.
c/o Bin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Dear Sir:

RE: The Toronto-Dominion Bank ("TD") and Noreast Foods Ltd ("Noreast")

We are the lawyers for TD.

We refer to the unlimited personal guarantee of Aerdon Continental Corp. ("**Aerdon**") in favour of TD dated April 19, 2017, with respect to the past, present and future debts and liabilities of Noreast, plus interest from the date of demand (the "**Guarantee**").

As of May 24, 2019, Noreast was indebted to TD for approximately $402,838.56 in respect of an equipment finance loan made to it by TD on or about May 8, 2017 (the "**First Equipment Loan**"), for $2,795,003.64 in respect of an equipment finance loan made to it by TD on or about June 24, 2018 (the "**Second Equipment Loan**"), for $601,272.05 in respect on demand operating loan established by TD on or about April 18, 2017 and amended on or about June 28, 2018 (the "**Operating Loan**"), and for $52,652.04 in respect of a TD Visa credit card facility (collectively, the "**Loans**").

The Guarantee is secured by way of a Security Agreement for Specified Assets dated April 19, 2017 (the "**Security Agreement**") and a General Security Agreement over all assets and undertaking of Aerdon dated April 19, 2017 (the "**GSA**").

On behalf of our client, and in accordance with the terms of the Loans, the Security Agreement, the GSA and the Guarantee, we hereby make demand on you for payment to our client of $3,851,766.29, plus interest from May 24, 2019, to the date of payment at the rate prescribed under each of the Loans, plus legal fees, disbursements and HST of $2,825.00.

If you fail to comply with this demand on or before **June 3, 2019**, we will take whatever steps we deem necessary to protect our client's interest without further notice. In this regard, we enclose a Notice pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly,

Blaney McMurtry LLP

Eric Golden
EG/plk
Encl.

FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

Aerdon Continental Corp.
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Aerdon Continental Corp.
c/o Bin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   (a) intangibles, proceeds, books and records, equipment, inventory, real estate and other property.

2. The security that is to be enforced is in the form of the following:

   (a) Security Agreement for Specified Assets dated April 19, 2017; and

   (b) General Security Agreement over all assets and undertaking of Aerdon Continental Corp. dated April 19, 2017

3. The total amount of indebtedness secured by the security is $3,851,766.29 plus interest and 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 on May 24, 2019

THE TORONTO-DOMINION BANK
by its lawyers
BLANEY McMURTRY LLP

Per:__________________________
Eric Golden

Blaney McMurtry LLP

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

416-593-1221
Blaney.com

Eric Golden
D: 416-593-3927 F: 416-596-2049
egolden@blaney.com

May 24, 2019

REGULAR AND REGISTERED MAIL

Noreast Foods Ltd.
1170 Birchmount Road, Unit 2
Toronto, ON M1K 5M1

Noreast Foods Ltd
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Noreast Foods Ltd
c/o Bin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Noreast Foods Ltd
c/o Mei Qin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Dear Sir/Madam:

RE: The Toronto-Dominion Bank ("TD") and Noreast Foods Ltd ("Noreast")

We are the lawyers for TD.

As of May 24, 2019, Noreast was indebted to TD for approximately $402,838.56 in respect of an equipment finance loan made to it by TD on or about May 8, 2017 (the "**First Equipment Loan**"), for $2,795,003.64 in respect of an equipment finance loan made to it by TD on or about June 24, 2018 (the "**Second Equipment Loan**"), for $601,272.05 in respect of a demand operating loan established by TD on or about April 18, 2017 and amended on or about June 28, 2018 (the "**Operating Loan**"), and for $52,652.04 in respect of a TD Visa credit card facility (collectively, the "**Loans**").

The Loans are secured by way of the following security agreements (the "**Security Agreements**"):

(a) Security Agreement for Specified Assets dated May 8, 2017; and

(b) General Security Agreement over all assets and undertaking of Noreast Foods Ltd. dated April 19, 2017.

On behalf of our client, and in accordance with the terms of the Loans and Security Agreements, we hereby make demand on you for payment to our client of $3,851,766.29, plus interest from

May 24, 2019 to the date of payment at the rate prescribed under each of the Loans, plus legal fees, disbursements and HST of $2,825.00.

If you fail to comply with this demand on or before **June 3, 2019**, we will take whatever steps we deem necessary to protect our client's interest without further notice. In this regard, we enclose a Notice pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly,

Blaney McMurtry LLP

Eric Golden
EG/plk
Encl.

FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

Noreast Foods Ltd.
1170 Birchmount Road, Unit 2
Toronto, ON M1K 5M1

Noreast Foods Ltd
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Noreast Foods Ltd
c/o Bin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

Noreast Foods Ltd
c/o Mei Qin Chen
51 Kentish Crescent
Scarborough, ON M1S 2Z3

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   (a) intangibles, proceeds, books and records, equipment, inventory, real estate and other property.

2. The security that is to be enforced is in the form of the following:

   (a) Security Agreement for Specified Assets dated May 8, 2017; and

   (b) General Security Agreement over all assets and undertaking of Noreast Foods Ltd. dated April 19, 2017

3. The total amount of indebtedness secured by the security is $3,851,766.29 plus interest and 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 on May 24, 2019

THE TORONTO-DOMINION BANK
by its lawyers
BLANEY McMURTRY LLP

Per:____________________
Eric Golden

This is **Exhibit "19"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Commercial Banking

TD Commercial Banking
Financial Restructuring Group
3140 Dufferin Street
Toronto, Ontario M6A 2T1

May 17, 2019

Albert Gelman Inc.
100 Simcoe St. Suite 125
Toronto, Ontario M5H 3G2

Attention: Bryan Gelman

Dear Sir/Madam:

Re: Noreast Foods Ltd. (the "Debtor")

The Toronto-Dominion Bank (the "Bank") hereby appoints Albert Gelman Inc. (the "Consultant") as the Bank's consultant for the purpose of reviewing and assessing the assets, financial position, business and operations of the Debtor and advising the Bank in connection with the Debtor's indebtedness to the Bank. Without limiting the generality of the foregoing, the Consultant is engaged to do the following:

1. Carry out such review and inspection of the Debtor's premises, books and records as is necessary to advise the Bank with respect to the business and operational and financial performance of the Debtor;

2. Inspect, review and estimate, with the aid of appraisers, if necessary, the realizable value of the Debtor's assets including equipment, inventory and accounts receivable;

3. Determine other claims which may rank in priority to the Bank's claims against the Debtor as well as any other liens which encumber the Debtor's assets;

4. Consult with other stakeholders of Debtor's business such as, creditors, suppliers, customers, investors and others who have an interest in the Debtor's business for the purpose of obtaining information required to complete the engagement herein;

5. Advise, assist or represent the Bank, as required, in formulating, negotiating and completing any agreement that the Bank may wish to enter into with the Debtor with regard to the Debtor's indebtedness; and

6. Perform such other duties, as required by the Bank, which are relevant to this engagement.

The Consultant's duties shall be discharged in accordance with the terms set out below:

1. This engagement shall commence upon the acceptance of the terms set out herein by the Debtor;

2. The Consultant may retain such experts as the Consultant may deem necessary to carry out its duties under this engagement;

3. The Consultant may use any of its employees, agents or experts as the Consultant may deem necessary to discharge its duties as set out in this engagement;

4. The Consultant shall not be involved in the management or operation of the Debtor's business or participate in the Debtor's decision making process and shall not hold itself out as or act in a manner consistent with being an employee, agent, representative or consultant of the Debtor;

5. The Consultant shall perform its duties as consultant solely for the Bank provided however it shall not be an agent of the Bank and therefore shall not have the authority to bind the Bank in any manner;

6. The Consultant shall provide such written or oral reports to the Bank on its findings as the Bank may require;

7. Any reports prepared by the Consultant in the course of this engagement shall be the property of the Bank and the Consultant shall not distribute or disclose any of the contents of the reports to any person without the prior written consent of the Bank;

8. The Consultant shall keep all information regarding the Debtor obtained in the course of this engagement confidential and shall not distribute or disclose any part of such information to any person save and except the Bank and its agents and solicitors expressly authorized by the Bank to receive such information;

9. The Consultant's fees and disbursements shall be paid by the Debtor;

10. The Bank may terminate this engagement upon providing the Consultant a written notice thereof and the engagement shall be deemed to be terminated the moment the said notice is sent to the Consultant; and

11. The Consultant hereby represents and warrants that it has no conflict of interest in taking on this engagement and undertakes to immediately advise the Bank of any information or situation which would materially affect the terms of this engagement.

12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Please confirm your acceptance of the foregoing terms by signing below and return the signed copy to us as soon as you can.

Yours truly,
THE TORONTO-DOMINION BANK
Per: [signature]

Name: Jack Borges
FRG Account Manager

ACCEPTANCE OF ENGAGEMENT

The Consultant accepts the engagement on the terms set out above.

Albert Gelman Inc.
Per:

Bryan Gelman

I have the authority to bind the corporation.

DEBTOR'S ACKNOWLEDGMENT, AGREEMENT AND UNDERTAKING

The Debtor acknowledges, agrees and undertakes as follows:

1. The Debtor acknowledges having carefully reviewed the terms of the engagement set out above.

2. The Debtor consents to the appointment of the Consultant by the Bank on the terms set out above.

3. The Debtor undertakes to cooperate with the Consultant in completing this engagement and in that regard it shall

   a. provide the Consultant with complete and unrestricted access to its premises, assets, books and records including its computers and any other data storage;
   b. provide the Consultant with any information or data in such format as required by the Consultant;
   c. provide the Consultant with such facilities as required to make copies of any books and records and record such information as the Consultant deems necessary;
   d. arrange for its employees, officers, creditors, suppliers, investors, customers and any other stakeholder to meet with the Consultant to provide any information, analysis or explanation as required by the Consultant; and Need prior consent from debtor prior to contact any outside parties
   e. use such level of skill, care and attention reasonably required to ensure that all records, documents, information and data supplied to the Consultant are complete, accurate and up to date.

4. The Debtor hereby irrevocably authorizes and directs its employees, agents, contractors, solicitors accountants, bookkeepers and other professional advisors to co-operate fully with the Consultant, answer all enquiries pertaining to the financial status and business of the Debtor and provide any and all information, documents and records regarding the Debtor which they have in their possession or control (save and except legally privileged information), as required by the Consultant and this shall be their full and sufficient authority for so doing.

5. The Debtor hereby irrevocably authorizes all of its creditors to provide to the Consultant such information pertaining to the liabilities, obligations and business affairs of the Debtor as the Consultant may from time to time request.

6. The Debtor acknowledges that the Consultant shall not assume any management role, offer any advice or participate in any decision making process and undertakes not to engage the Consultant in any such capacity.

7. The Debtor further acknowledges that it is not entitled to receive any of the reports, advice and opinion of the Consultant (collectively the "Consultant's Reports") which shall be rendered solely for the Bank and in the event it becomes aware of all or any part of the Consultant's Reports, it shall not rely on them regardless of who released the Consultant's Reports and how the Debtor obtained them.

8. The Debtor undertakes to pay the fees and disbursements of the Consultant including, but not limited to, the cost of all experts such as appraisers, and authorizes the Bank to debit the Debtor's accounts for such fees and disbursements. In the event the Debtor does not promptly pay the Consultant's fees and disbursements, the Bank may directly pay the Consultant and add the payment to the Debtor's indebtedness.

9. The Debtor acknowledges that notwithstanding the engagement of the Consultant, all of the loan and security agreements between the Bank and the Debtor shall continue in full force and effect without any changes and the Bank reserves all rights and remedies which it currently has as against the Debtor and any other persons who are liable for the indebtedness of the Debtor.

10. The Debtor hereby indemnifies and saves the Consultant and the Bank harmless from any and all claims, demands, liabilities, losses and costs incurred or suffered as a result of the performance of the duties discharged in accordance with the terms of this engagement.

11. The Debtor acknowledges that the Bank may appoint the Consultant in other capacities, such as receiver/manager and trustee in bankruptcy, and the Consultant may, in acting in such other capacities, use and rely on the information obtained in the course this engagement and the Debtor consents to any such appointment of the Consultant.

12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Dated this 22 day of 5, 2019

NOREAST FOODS LTD.

Per: ______________________
Bin Chen

I have authority to bind the corporation.

This is **Exhibit "20"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

From: Ben Chen
Sent: Monday, June 10, 2019 9:42 AM
To: Bryan Gelman
Cc: Borges, Jacinto Jack ; Suzette Warner
Subject: Re: Consultant.

Hi Bryan,

Sorry for not getting this to you yet as I had to fill in a missing delivery driver. I will get them to you later tonight.

Thanks

Ben

On Thu, Jun 6, 2019 at 8:57 AM Ben Chen <bchen@soufresh.com> wrote:

Bryan,

I will get them to you this week.

Thanks

Ben

On Wed, Jun 5, 2019 at 10:08 AM Bryan Gelman <bgelman@albertgelman.com> wrote:

Ben:

I'm following up on my email below. Please confirm when we can expect answers to our questions.

I left you a voice mail message today as I wanted to discuss Adam's attendance yesterday to inspect and inventory the assets of the company. Please call me to discuss at my office or on my cell phone at 416-722-5872.

Regards,

Bryan A. Gelman, *CIRP, Licensed Insolvency Trustee*
Managing Director

ALBERT GELMAN
SOLVING INSOLVENCY

Albert Gelman Inc. | T: 416.504.1650 ext. 115 | 100 Simcoe Street, Suite 125, Toronto, ON, M5H 3G2

On May 31, 2019, at 1:53 PM, Ben Chen <bchen@soufresh.com> wrote:

Hi Bryan,

I will take a look at the questions.

Thanks

Ben

On Fri, May 31, 2019 at 1:44 PM Bryan Gelman <bgelman@albertgelman.com> wrote:

Ben:

Further to our meeting held at office, the following is our follow-up questions regarding Noreast Foods Ltd. ("Noreast" or the "Company") for your review and response:

Accounting and Bookkeeping:

1. You have provided the attached profit and loss statement to December 2018 (2018P&L). The 2018P&L indicates sales of over $5 million with net profit of over $1.8 million. You advised Suzette Warner and I in our meeting that you collect cash from customers. What percentage of sales are collected in cash and how are they accounted for in the financial records of the company? Please confirm that all collections have been deposited to the TD and/or RBC account, or any other account that may exist.

2. Please provide copies of all RBC bank statements from January 1, 2017 to the current date including copies of cancelled cheques.

3. You advised that you had a bookkeeper in 2018 that was using a bookkeeping system. What bookkeeping system was being used?

4. When was the bookkeeping system last updated by the bookkeeper?

5. Please provide us with a backup copy of the bookkeeping file, as well as the username and password so that we can access the file.

6. Do you have a P&L statement that you can provide for the first four month in 2019?

7. You advised that since your bookkeeper left the company, you have been manually issuing invoices to your customer and you are not currently using a bookkeeper. Do you have plans to hire another bookkeeper?

8. TD Bank will require an ongoing accounts receivable listing to be updated every two weeks. Please confirm that you will provide this information.

9. Has the corporation filed corporate tax returns for 2015, 2016, 2017 or 2018? If so please provide copies.

10. You have provided Notice to Reader Financial Statements for 2016 and 2017 prepared by Sanya Accounting Services. Please provide the contact information for Sanya Accounting Services and provide your authority for me to contact the accountant in charge of your file.

11. There are significant profits shown in 2016 and 2017, yet it does not appear that the company is any corporate tax liability. Were these paid? Was Noreast Foods Ltd. required to make installments for corporate income tax?

12. Please provide the last statement from CRA with respect to your payroll, HST and corporate tax accounts.

13. You have advised that Noreast Foods Ltd. filed HST returns claiming $400,000 in refunds which are being audited by CRA. Please provide copies of the HST return including the source documentation.

Cash Flow:

14. It's our understanding that in addition to the TD Bank there are significant liabilities owing to Christine Qun Xu and other trade payables (suppliers, utilities, etc). Please provide a listing of your accounts payable and all outstanding loans.

15. What are your intentions with respect to payment of amounts owing to Christine Xu?

16. Please provide copies of all agreements with Christine Xu.

17. What are your plans to your trade accounts payable?

18. Jack advised that in your discussions with him, that you indicated that one of your critical suppliers stopped suppling inventory until approximately $120,000 was paid. Who was the supplier and was the amount paid?

19. Jack Borges has indicated to me that you advised him that you are paying suppliers in cash. How do you account for these payments in your records?

20. Have you prepared a budget / cash flow forecast so that we can understand your projected cash in-flows and out-flows over the next 12 months? This is critical for TD bank to understanding the future viability of Noreast Foods Ltd.

Payroll:

21. Do you process payroll manually or do you use a payroll software such as Ceridian or ADP?

22. How many employees did you have in 2018? Please confirm on what basis are your employees paid? Hourly or Salary?

23. Are any of your employees paid in cash?

24. The current number of employees and provide me with the last payroll schedule, for the last payroll run.

25. What is the amount outstanding for payroll source deductions owing to the Canada Revenue Agency?

26. Are copies of the T4's and T4 Summaries for 2016-2018 available? You advised that copies were provided to the employees.

27. In our meeting you spoke about a payroll audit by the CRA. Has this been schedule and if so, when is it taking place?

28. Can we meet and/or contact the auditor from the Canada Revenue Agency as we would like to discuss the status of the payroll audit? Please provide your consent.

Other:

29. Please provide a copy of your insurance policy and the last statement to confirm payment of premiums.

30. Please provide a copy of the insurance claim for the recent flood that you advised about.

31. Please confirm the location of all books and records. You have advised that there are records at your head office, at your home and that many records were destroyed in the recent flood. Please confirm if this is the case?

32. Please provide a copy of your lease agreement with your landlord and any notices of past due rent.

33. The next payment is due on June 1, 2019. Please confirm that this will be paid.

34. Please provide copies of your last hydro and gas invoices.

35. In your discussions with Jack Borges and I you advised of a potential lender who could provide $1 million of financing on the equipment, not originally financed by TD Bank. Please provide details of this potential transaction and any documentation relating to it.

Regards,

Bryan A. Gelman, *CIRP, Licensed Insolvency Trustee*

Managing Director

Albert Gelman Inc. | T: 416.504.1650 ext. 115 | 100 Simcoe Street, Suite 125, Toronto, ON, M5H 3G2

This is **Exhibit "21"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

From: Ben Chen
Sent: Wednesday, June 5, 2019 4:40 PM
To: Borges, Jacinto Jack
Subject: Re: TDEF and line issues NOREAST FOODS LTD.

[illegible]

Jack,

One of my driver left, so I had to deliver everyday until we get a new driver. Hence I was not able to collect the money.

I will deposit the funds in the coming days.

On Wed, Jun 5, 2019 at 10:24 AM Ben Chen <bchen@soufresh.com> wrote:

I will call you in the afternoon

On Wed, Jun 5, 2019 at 10:12 AM Borges, Jacinto Jack <jacinto.borges@td.com> wrote:

Hi Ben,

I have not heard from you lately, and I got no response to my voice message yesterday.

I want to ensure you know what is going on:

- Your TDEF loans are now 2 payments in arrears. I understand you collect a lot of cash and I strongly encourage you to deposit some to our accounts so payments can be made as agreed. Not RBC's accounts or accounts at any other Banks.
- Your operating line, which is approved at $300,000, is currently at $606,636.00. This is all very concerning for us. The premise of an operating line is it is used to finance the receivables in your company and should be repaid from collection of those receivables. I don't understand why there are no deposits into the account if you indicate you collect about $250,000 a month. Where are the collections going?
- We had no choice but to return all items yesterday and appears one of them was the June rent cheque. This is very concerning as I understand your landlord has threatened to lock you out just a few weeks ago, and we worked with you to address at the time.

I have reached out by email on

- May 30 (twice) to advise of the TDEF payment arrears to ask how this was going to be addressed. You did not respond to my emails.
- I reached out yesterday to advise a number of items cleared the account with no funds to pay, including the rent cheque I mentioned above, and you did not respond to my email.
- I reached out yesterday and left a message on your mobile phone 647 782 6682 and you have not responded.

Please let me know why there are no deposits going into the account to pay debt, and why you are giving us no choice but to return items?

This is not consistent with a normal business or commercial banking relationship.

Please contact me to respond to these concerns.

Thank you

Jack

Jack Borges I Account Manager I **TD Commercial Banking**

CBC # 1070 I 3140 Dufferin Street, Toronto, Ontario M6A 2T1

T: 416 785 5296 I F: 416 785 5082

Internal

Internal

This is **Exhibit "23"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

647 786-1722 CHAN

东北食品有限公司
Noreast Foods LTD.

2-1170 Birchmount Road
Toronto, ON M1P 5E3
(647) 931-9815

INVOICE C101654

SOLD TO: / SHIPPED TO: 兄弟

DATE: 2019/3/14

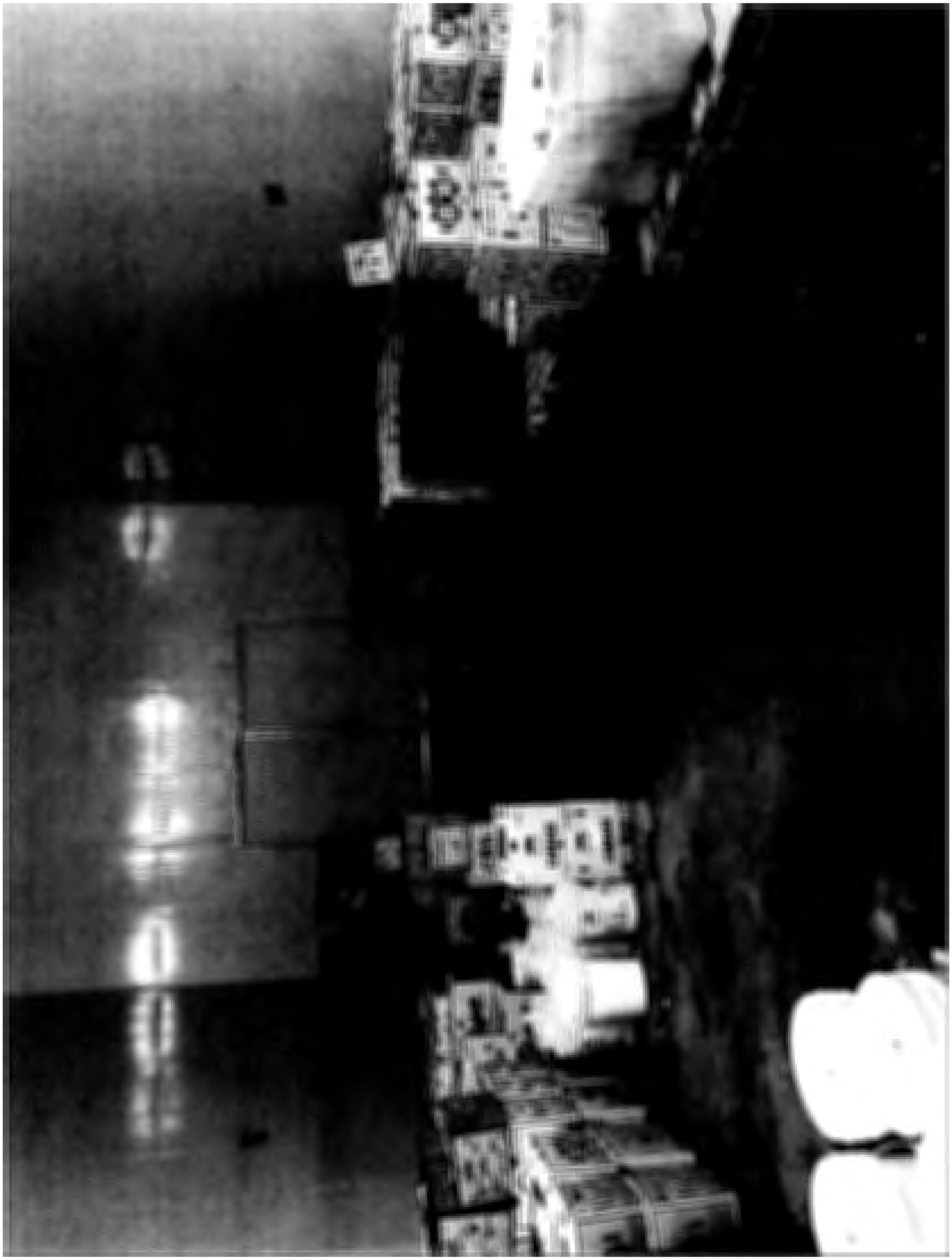
货品号 PRODUCT#	货品名称 DESCRIPTION		数量 QTY	单价 UNIT PRICE	金额 AMOUNT
10051	干豆腐	盒	100	1.40	140
10052	干豆腐丝	盒			
10053	素鹅	包			
10054	素鸡	包			
10055	薄百页	包			
10056	五香豆干条	包			
10057	五香豆干	包			
10058	大豆干	包			
10059	小豆干	包			
10060	油炸豆干	包			
10061	炸豆泡	包			
10110	绢豆腐	盒			
10120	鲜滑豆腐	盒			
10130	经典豆腐	盒			
20001	海带丝	盒			
20002	海带结	盒			
30001	无菌绿豆芽	箱			
30002	无菌黄豆芽	箱			
30003	豆芽空箱	个			

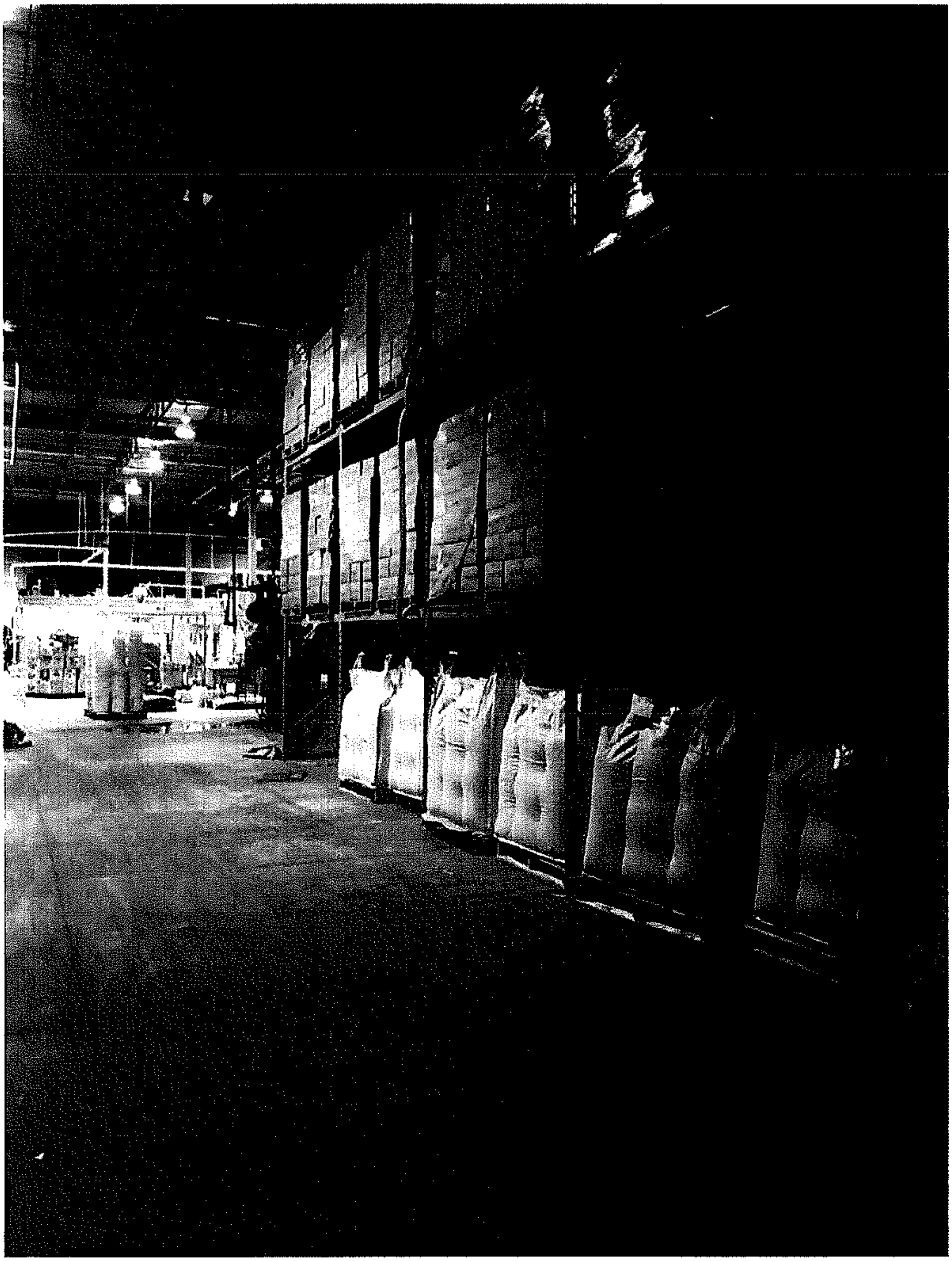
MAR 18 已付 东北

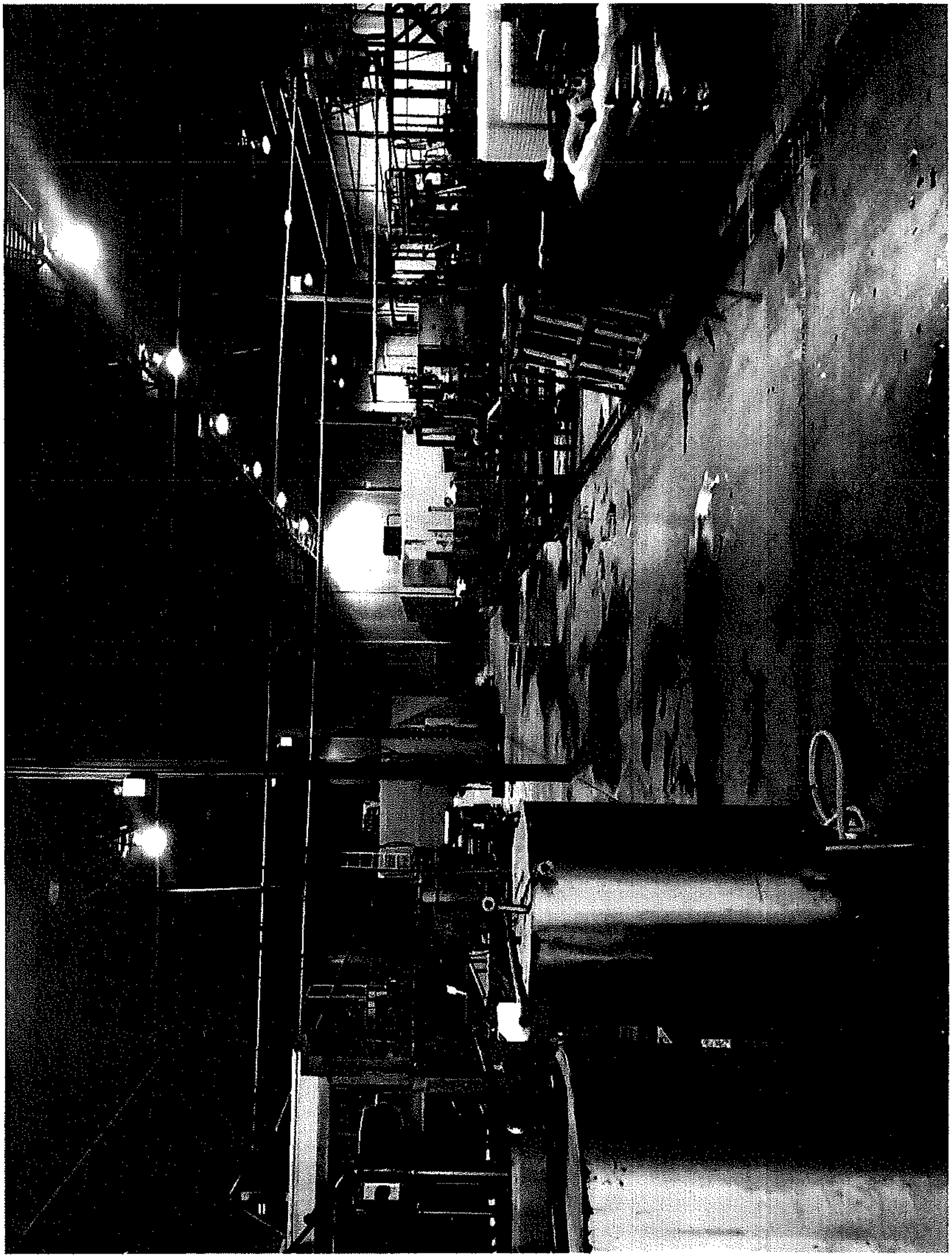
共2箱

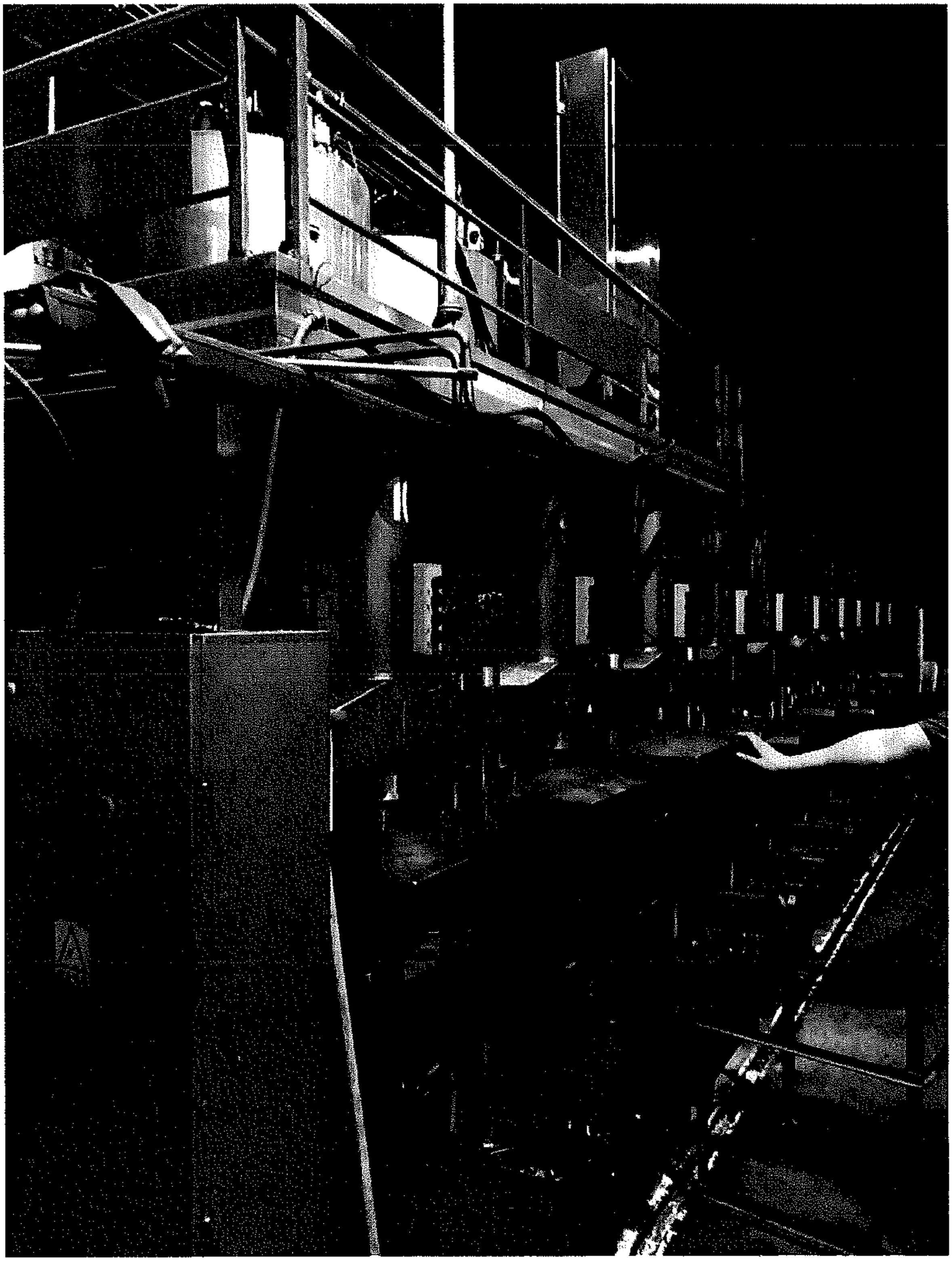
	140
税 TAX:	
总数 SUBTOTAL:	

多谢惠顾! THANK YOU FOR YOUR BUSINESS!










SAKURA
絹ごし豆腐
Sou
鮮滑豆腐
Fresh Smooth Tofu
Tofu Frais et Onctueux
Sou
經典豆腐
Fresh Classic Tofu
Tofu Frais et Classique
2019 05 27
Fried Tofu
Friture de Tofu

This is **Exhibit “24”** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Court File No. CV-19-00621751-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

THE HONOURABLE	)	WEDNESDAY, THE 12TH
	)	
JUSTICE CHIAPPETTA	)	DAY OF JUNE, 2019

B E T W E E N:

THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

APPLICATION UNDER Section 47 of the *Bankruptcy and Insolvency Act* R.S.C. 1985, C. B-3, as amended

ORDER

THIS APPLICATION, made by The Toronto-Dominion Bank and TD Equipment Finance Canada (collectively, the "**Bank**") for, among other things, an Order appointing an interim receiver over Noreast Foods Ltd. ("**Noreast**") pursuant to s 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, cc B-3 (the "***BIA***"), was heard this day at Toronto for the purposes of scheduling a timetable for the hearing of the application,

ON READING the Notice of Application herein, and on hearing the submissions of

& Mr. Gelman is pers in

counsel for the Bank, ~~no one appearing~~ for the Respondents, although served with the Notice of Application as appears from the affidavit of service of Rupert Mathias sworn June 12, 2019,

1. **THIS COURT ORDERS** that neither Noreast nor Aerdon Continental Corp. ("**Aerdon**") shall transfer, sell, pledge, encumber, or otherwise deal out of the ordinary course of business with any equipment or machinery registered in one or both of their names (including motor vehicles), whether located at 1170 Birchmount Road, Toronto (the "**Leased Premises**"), or elsewhere.

2. **THIS COURT ORDERS** that Noreast and Aerdon shall provide Albert Gelman Inc. ("**AGI**") by June 19, 2019, with the following:

    (i) a schedule, including serial numbers, of all the equipment and machinery currently located at Leased Premises, and any and all equipment and machinery in the name of either or both Respondents located anywhere else other than the Leased Premises (collectively, the "**Equipment**");

    (ii) the purchase invoices for the Equipment and proof of payment;

    (iii) weekly schedules setting out their sales and accounts receivable, with the required back-up information (the invoices rendered, and evidence of payments received);

    (iv) weekly schedules setting out their expenses and accounts payable, with the required back-up information (the invoices received, and evidence of payments paid);

    (v) any and all loan and/or lease agreements (and any related security agreements) between Klad Rentals Incorporated and the Respondents, or either of them;

    (vi) any and all loan and/or lease agreements (and any related security agreements) between Axiom Leasing Inc. and the Respondents, or either of them;

    (vii) any and all loan and/or lease agreements (and any related security agreements) between Christine Qun Xu and the Respondents, or either of them;

    (viii) any and all loan and/or lease agreements (and any related security agreements) between 10519219 Canada Corp. and the Respondents, or either of them;

    (ix) any and all shareholder agreements involving the Respondents (or either of them) and Christine Qun Xu and/or Bin Chen;

    (x) a schedule setting out how the proceeds of the Second TDEF Loan (as defined below) made to Noreast, were allocated by Noreast;

(xi) any and all banking records of the Respondents with the Royal Bank of Canada since April, 2017, to the current date;

(xii) any and all of the Respondents' records since April 2017, relating to employee payroll and the Canada Revenue Agency, including payroll accounts, payroll audits and names of auditors, HST and corporate tax, and tax refunds claimed by the Respondents or either of them;

(xiii) the Respondents' financial books and records since 2017;

(xiv) the lease for the Leased Premises;

(xv) proof that utility payments and the lease for the Leased Premises, are in good standing; and

(xvi) any remaining information and documentation not set out above, and requested in AGI's email to Bin Chen marked as Exhibit "20" to the affidavit of Jacinto Jack Borges of TD sworn in support of the Application herein.

3. **THIS COURT ORDERS** that the Respondents may, within seven (7) business days of the date of this Order, seek to vary or amend this Order.

4. **THIS COURT ORDERS** that this application be adjourned to a Chambers attendance on June 19, 2019, for the purposes of timetabling the hearing regarding the appointment of the interim receiver.

5. **THIS COURT ORDERS** that a copy of this Order be served on the Respondents forthwith.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 12 2019

PER / PAR: RW

Court File No. CV-19-00621751-00CL

THE TORONTO DOMINION BANK, ET AL. and **NOREAST FOODS LTD., ET AL.**

Applicants | Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

Eric Golden LSO #38239M
(416) 593-3927 (Tel)
(416) 593-5437 (Fax)

Chad Kopach LSO #48084G
(416) 593-2985 (Tel)
(416) 593-5437 (Fax)

Lawyers for the Applicants

Court File Number: CU - 19-00621751-00CL

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

TD Bank. et al
Plaintiff(s)

AND

Noreast Foods Ltd et al
Defendant(s)

Case Management ☐ Yes ☐ No by Judge: Chiappetta

Counsel	Telephone No:	Facsimile No:
Eric Golden		
Bryan Gelman (SRL).		

☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

☐ Adjourned to: ____________
☐ Time Table approved (as follows):

The Applicants seek, among other things, an Order appointing an interim receiver. Mr. Gelman attended in person seeking an adjournment on behalf of the Respondents for the purposes of retaining counsel. In my view, an adjournment is appropriate on terms which include production and maintenance of the status quo. Considering the respondents are without counsel, the interim order may be varied on 7 days notice and a return date of June 19, 2019 at 9:30 am is ordered. Order to go in accordance with draft signed by me today.

Date: June 12, 2019.

Judge's Signature: Chiappetta

☐ Additional Pages________

This is **Exhibit "25"** referred to in the

Affidavit of

JACINTO JACK BORGES herein,

Sworn before me

this 24th day of June, 2019.

A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13,2020

Eric Golden

From:	Howard Manis <hmanis@msmlaw.net>
Sent:	Monday, June 24, 2019 4:58 AM
To:	Eric Golden; Bryan A. Gelman (bgelman@albertgelman.com)
Cc:	Lauren Sigal
Subject:	FW: claim# 001548225
Attachments:	Enbridge payment.jpg; Toronto Hydro Bill.pdf; Flood1.jpg; Flood2.jpg; Flood3.jpg

Eric and Bryan,

Please see below and attached being the responses from our client.

Following your review of same please contact us to discuss next steps as we had previously advised that our clients wish to bring the loans back into good standing.

Howard Manis |Partner| T. 416.364.5289 | F. 416.364.1453 | hmanis@msmlaw.ca

Macdonald Sager Manis LLP Barristers & Solicitors and Trade-Mark Agents
150 York Street, Suite 800, Toronto, Ontario, M5H 3S5 Canada | T. 416.364.1553 | F. 416.364.1453 | www.msmlaw.ca

From: Ben Chen [mailto:bchen@soufresh.com]
Sent: June-20-19 11:51 PM
To: Howard Manis
Cc: Lauren Sigal; debthelp centre
Subject: Re: claim# 001548225

Accounting and Bookkeeping:

1. You have provided the attached profit and loss statement to December 2018 (2018P&L). The 2018P&L indicates sales of over $5 million with net profit of over $1.8 million. You advised Suzette Warner and I in our meeting that you collect cash from customers. What percentage of sales are collected in cash and how are they accounted for in the financial records of the company? Please confirm that all collections have been deposited to the TD and/or RBC account, or any other account that may exist. **(cash collected is recorded in sales. Banks are only TD and RBC)**

2. Please provide copies of all RBC bank statements from January 1, 2017 to the current date including copies of cancelled cheques. **(prior to last month, RBC account has been cancelled due to inactivity, we then transferred the cancelled account to a new RBC account, the account transaction was given to TD).**

3. You advised that you had a bookkeeper in 2018 that was using a bookkeeping system. What bookkeeping system was being used? **Quickbooks**
4. When was the bookkeeping system last updated by the bookkeeper? **Jan 2019**
5. Please provide us with a backup copy of the bookkeeping file, as well as the username and password so that we can access the file. **The hard drive is gone with the computer due to flood. See picture of the flood**
6. Do you have a P&L statement that you can provide for the first four month in 2019?**do not have**
7. You advised that since your bookkeeper left the company, you have been manually issuing invoices to your customer and you are not currently using a bookkeeper. Do you have plans to hire another bookkeeper? **yes, we are planning to hire.**
8. TD Bank will require an ongoing accounts receivable listing to be updated every two weeks. Please confirm that you will provide this information. **Will discuss with lawyer**
9. Has the corporation filed corporate tax returns for 2015, 2016, 2017 or 2018? If so please provide copies. **Have not filed.**
10. You have provided Notice to Reader Financial Statements for 2016 and 2017 prepared by Sanya Accounting Services. Please provide the contact information for Sanya Accounting Services and provide your authority for me to contact the accountant in charge of your file. **I will reach out for availability.**
11. There are significant profits shown in 2016 and 2017, yet it does not appear that the company is any corporate tax liability. Were these paid? Was Noreast Foods Ltd. required to make installments for corporate income tax? **see question 9.**
12. Please provide the last statement from CRA with respect to your payroll, HST and corporate tax accounts. **Need to get login for CRA website.**
13. You have advised that Noreast Foods Ltd. filed HST returns claiming $400,000 in refunds which are being audited by CRA. Please provide copies of the HST return including the source documentation. **Will get login for CRA webiste**

Cash Flow:

14. It's our understanding that in addition to the TD Bank there are significant liabilities owing to Christine Qun Xu and other trade payables (suppliers, utilities, etc). Please provide a listing of your accounts payable and all outstanding loans. **Will provide soon. We are gathering the aetual amount because we just paid many vendors including utilities.**
15. What are your intentions with respect to payment of amounts owing to Christine Xu? **Need to hear her plans.**
16. Please provide copies of all agreements with Christine Xu. **Our copy was destroyed in flood, Christine's lawyer would have her copies.**
17. What are your plans to your trade accounts payable? **We are caught up with some such as utilities, when we collect more funds, the other accounts will be paid off.**
18. Jack advised that in your discussions with him, that you indicated that one of your critical suppliers stopped suppling inventory until approximately $120,000 was paid. Who was the supplier and was the amount paid? **Ontario Specialty Grains is the vendor, we are having discussion. Currently we are using another supplier.**

19. Jack Borges has indicated to me that you advised him that you are paying suppliers in cash. How do you account for these payments in your records? **It is going through from RBC.**

20. Have you prepared a budget / cash flow forecast so that we can understand your projected cash in-flows and out-flows over the next 12 months? This is critical for TD bank to understanding the future viability of Noreast Foods Ltd. **We will work on it.**

Payroll:

21. Do you process payroll manually or do you use a payroll software such as Ceridian or ADP? **no software, we are using CRA's payroll deduction feature.**

22. How many employees did you have in 2018? Please confirm on what basis are your employees paid? Hourly or Salary? **under 20 employees and most hourly and few salaries.**

23. Are any of your employees paid in cash?

24. The current number of employees and provide me with the last payroll schedule, for the last payroll run. **Will provide soon.**

25. What is the amount outstanding for payroll source deductions owing to the Canada Revenue Agency? **Waiting for the audit to continue.**

26. Are copies of the T4's and T4 Summaries for 2016-2018 available? You advised that copies were provided to the employees. **Need to complete T4 Summaries, T4 is destroyed in flood.**

27. In our meeting you spoke about a payroll audit by the CRA. Has this been schedule and if so, when is it taking place? **Ongoing.**

28. Can we meet and/or contact the auditor from the Canada Revenue Agency as we would like to discuss the status of the payroll audit? Please provide your consent. **Will talk to lawyer.**

Other:

29. Please provide a copy of your insurance policy and the last statement to confirm payment of premiums. **Will get from the insurance agent.**

30. Please provide a copy of the insurance claim for the recent flood that you advised about. **Provided the correspondence with the adjuster. Currently still progress.**

31. Please confirm the location of all books and records. You have advised that there are records at your head office, at your home and that many records were destroyed in the recent flood. Please confirm if this is the case? **Yes.**

32. Please provide a copy of your lease agreement with your landlord and any notices of past due rent. **Provided in the lat email.**

33. The next payment is due on June 1, 2019. Please confirm that this will be paid. **Will be paid.**

34. Please provide copies of your last hydro and gas invoices. **Attached.**

35. In your discussions with Jack Borges and I you advised of a potential lender who could provide $1 million of financing on the equipment, not originally financed by TD Bank. Please provide details of this potential transaction and any documentation relating to it. **We paused the discussion as TD is not willing to give up securities.**

On Thu, Jun 20, 2019 at 10:44 PM Ben Chen <bchen@soufresh.com> wrote:

I'm continuing to work on this. Will send soon.

On Thu, Jun 20, 2019 at 10:43 PM Howard Manis <hmanis@msmlaw.net> wrote:

As discussed Monday night when we spoke, we need answers to every one of the 35 issues as the Court will not continue to give us indulgences when we continue to not provide anything

Howard Manis |Partner| T. 416.364.5289 | F. 416.364.1453 | hmanis@msmlaw.ca

Macdonald Sager Manis LLP Barristers & Solicitors and Trade-Mark Agents
150 York Street, Suite 800, Toronto, Ontario, M5H 3S5 Canada | T. 416.364.1553 | F. 416.364.1453 | www.msmlaw.ca

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From: Lauren Sigal
Sent: June-20-19 7:39 PM
To: Ben Chen
Cc: Howard Manis; debthelp centre
Subject: Re: claim# 001548225

Hi Ben,

Thank you. I will request more time for those documents, but can you please provide me the responses to the questions in the meantime?

Thank you,

Lauren

Lauren Sigal | Associate | T. 416.361.2628 | F. 416.364.1453 | lsigal@msmlaw.ca

Macdonald Sager Manis LLP Barristers & Solicitors and Trade-Mark Agents

150 York Street, Suite 800, Toronto, Ontario, M5H 3S5 Canada |
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On Jun 20, 2019, at 7:36 PM, Ben Chen <bchen@soufresh.com> wrote:

> Hi Lauren,
>
> This is my correspondence with insurance adjuster. As I was telling you that much of the documents were destroyed in the flood. I'm working to retrieve the documents. We would need time.
>
> Thanks
>
> Ben
>
> On Thu, Jun 20, 2019 at 7:33 PM Ben Chen <bchen@soufresh.com> wrote:
>
> ---------- Forwarded message ---------
> From: **Ben Chen** <bchen@soufresh.com>
> Date: Thu, Jun 20, 2019 at 7:31 PM

Subject: Fwd: claim# 001548225
To: debthelp centre <help.debthelpcentre@gmail.com>, mdsouza@msmlaw.net <mdsouza@msmlaw.net>

---------- Forwarded message ---------
From: **Tino Russo** <tino_russo@cooperators.ca>
Date: Fri, Mar 22, 2019 at 3:34 PM
Subject: RE: claim# 001548225
To: Ben Chen <bchen@soufresh.com>

Hello Ben,

As discussed please provide the following supplier invoices.

Please see the attached document, Please provide supplier invoices for the items in "RED"

Let me know if there any questions.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

<image002.png>

From: Tino Russo
Sent: March 22, 2019 10:57 AM
To: 'Ben Chen' <bchen@soufresh.com>
Subject: RE: claim# 001548225

Hi Ben,

Can you please call me.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

the co-operators

From: Tino Russo
Sent: March 14, 2019 1:12 PM

To: 'Ben Chen' <bchen@soufresh.com>
Subject: RE: claim# 001548225

Hi Ben,

Can you call me please.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

☎ (905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

the co-operators

From: Tino Russo
Sent: March 7, 2019 7:15 AM
To: Ben Chen <bchen@soufresh.com>
Subject: RE: claim# 001548225

Hello Ben,

I have been admitted to hospital due to sickness, I should be back at work next week.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

the co-operators

From: Ben Chen <bchen@soufresh.com>
Sent: March 6, 2019 11:09 AM
To: Tino Russo <tino_russo@cooperators.ca>
Subject: Re: claim# 001548225

Hi Tino,

Couldn't reach you on the phone. Please provide update when you can.

Thanks

Ben

On Wed, Feb 27, 2019 at 10:10 AM Ben Chen <bchen@soufresh.com> wrote:

Hi Tino,

Tried to call you and got voicemail. Please call me back at 6477826682.

On Wed, Feb 27, 2019 at 9:49 AM Tino Russo <tino_russo@cooperators.ca> wrote:

Hello Ben,

Please be advised I will assigning a roofing company to inspect the roof, I will pay for the full cost of this report.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

<image003.png>

From: Tino Russo
Sent: February 27, 2019 9:44 AM
To: 'Ben Chen' <bchen@soufresh.com>
Subject: RE: claim# 001548225

Thanks Ben,

Cheque for renovations was mailed Feb 20th mailied to 51 KENTISH CRES, SCARBOROUGH, ON M1S 2Z3, CA

Cheque# 3704880

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

the co-operators

From: Ben Chen <bchen@soufresh.com>
Sent: February 26, 2019 5:56 PM
To: Tino Russo <tino_russo@cooperators.ca>
Subject: Re: claim# 001548225

Hi Tino,

Just wondering if you sent out the cheques for the renovation. Also, please see attached for my spreadsheet for the content.

Thanks

Ben

On Tue, Feb 19, 2019 at 12:01 PM Tino Russo <tino_russo@cooperators.ca> wrote:

Hello Bin,

Please find attached a copy of the list of affected contents.

Please provide value for these contents.

Regards,

Tino Russo | Property Claims Representative | The Co-operators

110-7300 Warden Avenue, Markham, ON L3R 9Z6

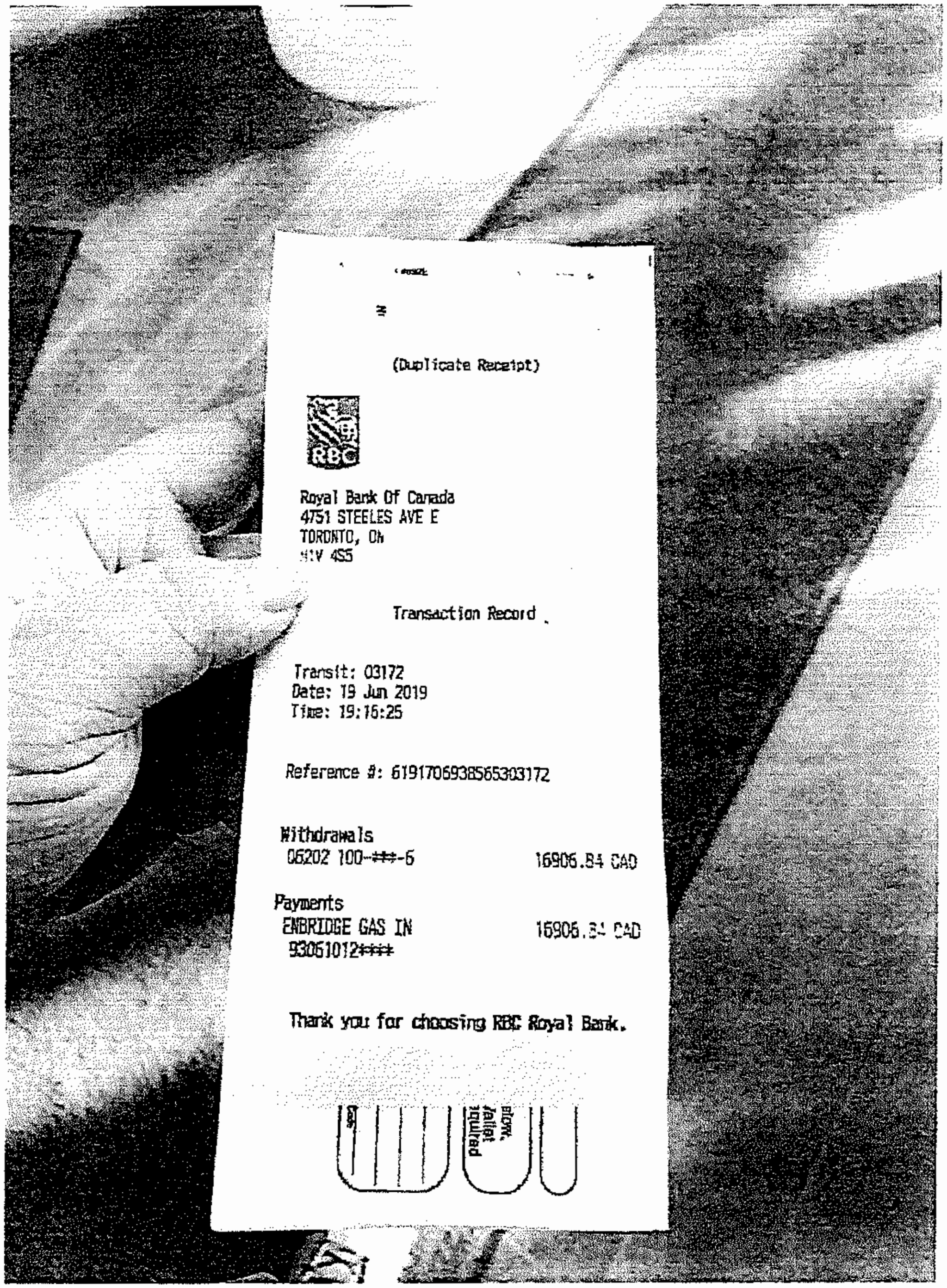
tino_russo@cooperators.ca

(905) 946-6444

Toll Free 1-800-642-2667 ext.6444

Fax (905) 474-1303

the co-operators



(Duplicate Receipt)

Royal Bank Of Canada
4751 STEELES AVE E
TORONTO, ON
M1V 4S5

Transaction Record

Transit: 03172
Date: 19 Jun 2019
Time: 19:16:25

Reference #: 6191706938565303172

Withdrawals
05202 100-***-6 16906.84 CAD

Payments
ENBRIDGE GAS IN 16906.84 CAD
93061012****

Thank you for choosing RBC Royal Bank.

Gmail

Bin Chen <bchen@soufresh.com>

Your Toronto Hydro bill is ready

contactus@torontohydro.com <contactus@torontohydro.com> Sat, May 25, 2019 at 7:21 AM
To: bchen@soufresh.com

Account Number: 1797646021

Due Date:	**Total Amount Due:**
2019/06/13	23,439.86

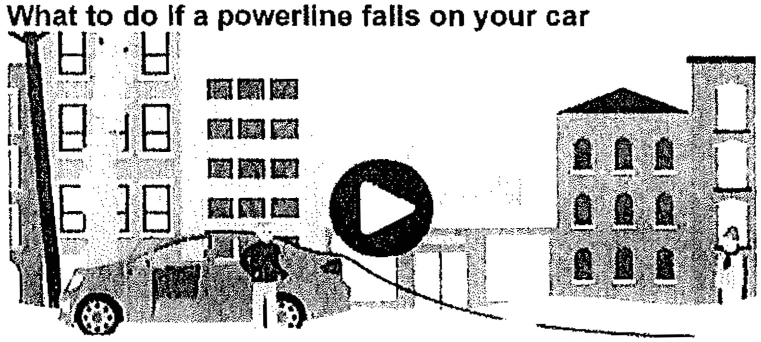
Commercial Customers

LOGIN and review your bill

Residential Customers

LOGIN and review your bill

What to do if a powerline falls on your car



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