Court File No. ______________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

BANK OF MONTREAL

Applicant

and

2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.

Respondents

APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended and SECTION 101 OF THE *COURTS OF JUSTICE ACT,* R.S.O 1990 c. C.43, as amended

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APPLICATION RECORD
(Returnable: November 10, 2010)
Volume I of II

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place, Suite 1800
Box 754, 181 Bay Street
Toronto, Ontario, M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No 31871B
Aaron T. Collins - LSUC No. 55490T

Lawyers for the Applicant

Court File No. ______________

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Tab 1

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

BANK OF MONTREAL

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2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing before a judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario on November 10, 2010, at 2:00 p.m. or as soon after that time as the matter can be heard on the application of the Applicant.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: November 10, 2010

Issued by ____________________________
Local registrar

Address of court office: 330 University Avenue
Toronto, Ontario M5G 1R7

TO:	**Himelfarb Prozanski LLP** 480 University Avenue, Suite 1401 Toronto, Ontario M5G 1V2 Tel: (416) 599-8080 Fax: (416) 599-3131 **Attention: Richard Quance** **Email: richard@himprolaw.com** Lawyers for 2110458 Ontario Limited, 2131413 Ontario Limited, 787755 Ontario Limited and Tarbrac Holdings Inc.
AND TO:	**Borden Ladner Gervais LLP** Scotia Plaza 40 King Street West Toronto, Ontario M5H 3Y4 Tel: (416) 367-6000 Fax: (416) 367-6749 **Attention: Michael MacNaughton and Craig J. Hill** **Email: mmacnaughton@blg.com and chill@blg.com** Lawyers for Ernst & Young Inc.

AND TO:	**Ernst & Young Inc.** 222 Bay Street, P.O. Box 251 Toronto, Ontario M5K 1J7 Tel: (416) 943-2134 Fax: (416) 943-3300 **Attention: Mike Dean** **Email: mike.p.dean@ca.ey.com** Proposed Interim Receiver

APPLICATION

1. THE APPLICANT, BANK OF MONTREAL ("BMO"), MAKES APPLICATION FOR AN ORDER, among other things:

(a) Abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;

(b) Appointing Ernst & Young Inc. ("**E&Y**") as interim receiver (in such capacity, the "**Interim Receiver**"), without security, of all of the current and future assets, undertakings and properties of 2110458 Ontario Limited ("**211**"), 2131413 Ontario Limited ("**213**"), 787755 Ontario Limited ("**787**") and Tarbrac Holdings Inc. ("**Tarbrac**", and, together with 211, 213 and 787, the "**Debtors**");

(c) Granting BMO its costs of this application on a full indemnity basis; and

(d) Such further and other relief as counsel may advise and this Honourable Court may permit.

2. THE GROUNDS FOR THE APPLICATION ARE:

(a) The Debtors are each corporations incorporated pursuant to the laws of the Province of Ontario. The head office of each Debtor is located in Mississauga, Ontario;

(b) Pursuant to a term sheet dated August 25, 2009, separate operating loan agreements with each Borrower dated October 5, 2009 and a discounting facility agreement dated January 19, 2010, all as amended by a further term sheet dated July 12, 2010 and a letter agreement dated August 19, 2010 (collectively, as the same may have been further amended, the "**Credit Facility**

Documents"), BMO made various credit facilities available to 211, 213 and 787 (collectively, the "**Borrowers**");

(c) The Borrowers are, as at November 4, 2010, indebted to BMO for US$17,483,987.40 and CDN$50,142.55, plus accruing interest, legal fees and other costs (the "**Indebtedness**") pursuant to the Credit Facility Documents or guarantees of their respective obligations;

(d) Specifically, pursuant to guarantees, each dated as of October 5, 2009 (collectively, the "**Guarantees**"), Tarbrac guaranteed all of the Indebtedness to BMO and each Borrower guaranteed all of the Indebtedness of each other Borrower to BMO; and

(e) As security for their obligations to BMO under the Credit Facility Documents and the Guarantees, each of the Debtors granted certain security in favour of BMO, including, without limitation, general security agreements, each dated October 5, 2009, made by each of the Debtors in favour of BMO (collectively, including any other security granted in favour of BMO by the Debtors, the "**BMO Security**");

(f) Registrations in respect of the BMO Security were made against each of the Debtors pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA Registrations**");

(g) By virtue of the PPSA Registrations, the BMO Security constitutes a perfected security interest in and to all of the assets of each of the Debtors;

(h) Certain defaults under the Credit Facility Documents have occurred, including, without limitation (collectively, the "**Defaults**"):

(i) the Borrowers have failed to repay the certain credit facilities when due pursuant to the terms of the Credit Facility Documents;

(ii) the Borrowers have failed to remit to BMO, certain funds received from account debtors to which BMO is entitled pursuant to the Credit Facility Documents, and have, instead, directed such monies to pay certain other creditors of the Borrowers;

(iii) the Borrowers have deposited certain funds with another chartered bank (other than BMO), in an effort to avoid BMO setting off any deposits against the Indebtedness; and

(iv) the Borrowers have admitted their insolvency and their inability to meet their obligations as they fall due;

(i) By reason of the Defaults, BMO is entitled to make demand for payment under the Credit Facility Documents and the Guarantees;

(j) On November 5, 2010, BMO made demand for the Indebtedness on the Debtors and certain other individual guarantors of the Borrowers' obligations to BMO, and sent notices to each of the Debtors of its intention to enforce its security under section 244(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (the "**BIA**");

(k) BMO has real and valid concerns regarding the BMO Security, especially given that the Debtors have previously demonstrated a willingness to subvert funds to which BMO is entitled, in an effort to avoid repayment of the Indebtedness, and their admitted inability to meet their obligations as they fall due;

(l) In the circumstances, it is just and equitable that an Interim Receiver be appointed in order to protect the BMO Security and investigate the actions of the Debtors leading to the Defaults and any other issues that may arise in these proceedings;

(m) E&Y is a licensed trustee in bankruptcy and is familiar with the circumstances set out above;

(n) E&Y has consented to being appointed as the Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtors;

(o) Section 47(1) of the BIA;

(p) Section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended;

(q) Rules 1.04, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(r) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

a) The affidavit of Robert Kiefer, sworn November 10, 2010;

b) The consent of E&Y to act as the Interim Receiver, dated November 10, 2010; and

c) Such other material as counsel may submit and this Honourable Court may permit.

Dated at Toronto, this 10th day of November, 2010

AIRD & BERLIS LLP
Barristers & Solicitors
Brookfield Place, P.O. Box 754
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Tel: 416.865.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No. 31871B
Aaron T. Collins – LSUC No. 55490T

Lawyers for Bank of Montreal

BANK OF MONTREAL - and - **2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.**

Applicant Respondents

Court File No. ____________________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced at Toronto

NOTICE OF APPLICATION

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No 31871B
Aaron T. Collins – LSUC No. 55490T

Lawyers for Bank of Montreal

Tab 2

Court File No.: ____________________

THE HONOURABLE ____	)	WEDNESDAY, THE 10th
	)	
JUSTICE ______________	)	DAY OF NOVEMBER, 2010

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

BANK OF MONTREAL

Applicant

and

2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.

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ORDER

THIS MOTION made by Bank of Montreal for an Order pursuant to section 47.1(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Ernst & Young Inc. ("**E&Y**") as interim receiver (in such capacity the "**Interim Receiver**") without security, of all of the assets, undertakings and properties of 2110458 Ontario Limited ("**211**"), 2131413 Ontario Limited ("**213**"), 787755 Ontario Limited ("**787**") and Tarbrac Holdings Inc. ("**Tarbrac**", and, together with 211, 213 and 787, the "**Debtors**") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Kiefer, sworn November 10, 2010, and the Exhibits thereto and on hearing the submissions of counsel for Bank of Montreal, counsel for E&Y and counsel for the Debtors, no one else appearing, and on reading the consent of E&Y to act as the Interim Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47.1(1) of the BIA and section 101 of the CJA, E&Y is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including any proceeds thereof (the "**Property**").

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

(a) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(b) to monitor the Debtors' receipts and disbursements, including, without limitation, the right to access all information relating to the Debtors' accounts or finance activities at any financial institution, with any trade creditor or with any other party;

(c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including, without limitation, those conferred by this Order;

(d) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(e) to develop a plan in furtherance of marketing any or all of the Property, including obtaining appraisals of all or any part of the Property as the Interim Receiver in its discretion may deem appropriate, advertising and soliciting offers in respect of the Property or any part or parts thereof, undertaking discussions and negotiations with parties known to have expressed an interest in any or all of the Property, and developing such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

(f) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(g) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(h) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(i) to conduct any examinations under oath deemed necessary, including, without limitation, examinations of Guiseppe Gatti, Peter Nelipa, Taragh Bracken or any other director, officer or employee of the Debtors;

(j) to undertake any investigations deemed necessary by the Interim Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, property of the Debtors; and

(k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, and shall grant immediate and continued access to the Property to the Interim Receiver.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, any transfer of Property outside of the ordinary course of business or obligation incurred by the Debtors outside of the ordinary course of business, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to

recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. THIS COURT ORDERS that all rights and remedies against the Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM RECEIVER

9. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without leave of this Court.

CONTINUATION OF SERVICES

10. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services. The Debtors shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, or as may be ordered by this Court.

EMPLOYEES

11. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Debtors may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. THIS COURT ORDERS that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided, however, that nothing herein shall

exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

13. THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

14. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

GENERAL

16. THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

17. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

18. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

19. THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

20. THIS COURT ORDERS that the Applicant shall have its costs of this Motion, up to and including entry and service of this Order, provided for by the terms of the Respondents' security or, if not so provided by the Respondents' security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

21. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

BANK OF MONTREAL - and - **2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.**

Applicant Respondents

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced at Toronto

INTERIM RECEIVERSHIP ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No. 31871B
Aaron T. Collins – LSUC No. 55490T

Lawyers for the Applicant

Tab A

~~January 15, 2010~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No.: ______________

THE HONOURABLE □□□□□	)	WEDNESDAY, THE 10th
	)	
JUSTICE □□□□□	)	DAY OF NOVEMBER, 2010

ONTARIO
SUPERIOR COURT OF JUSTICE
~~**COMMERCIAL LIST**~~

~~THE HONOURABLE ___~~	~~)~~	~~__DAY, THE ___ DAY~~
	~~)~~	
~~JUSTICE ____~~	~~)~~	~~OF ________, 20__~~

~~**PLAINTIFF**~~[1]

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

(Commercial List)

BETWEEN:

BANK OF MONTREAL

Applicant

and

2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

Respondents

APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended and SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990 c. C.43, as amended

ORDER

THIS MOTION made by ~~the Plaintiff~~[2]Bank of Montreal for an Order pursuant to section ~~243~~47.1(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME] as~~Ernst & Young Inc. ("**E&Y**") as interim receiver (in such ~~capacities,~~capacity the "**Interim Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330~~2110458 Ontario Limited ("**211**"), 2131413 Ontario Limited ("**213**"), 787755 Ontario Limited ("**787**") and Tarbrac Holdings Inc. ("**Tarbrac**", and, together with 211, 213 and 787, the "**Debtors**") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Robert Kiefer, sworn ~~[DATE]~~November 10, 2010, and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~Bank of Montreal, counsel for E&Y and counsel for the Debtors, no one else appearing, and on reading the consent of ~~[RECEIVER'S NAME]~~E&Y to act as the Interim Receiver,

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated[3] so that this ~~motion~~Motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section ~~243~~47.1(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~E&Y is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including ~~all~~any proceeds thereof (the "**Property**").

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

~~(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;~~

(a) ~~(b)~~ to receive, preserve, and protect ~~of~~ the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

~~(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary~~

[3] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

~~course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~

(b) to monitor the Debtors' receipts and disbursements, including, without limitation, the right to access all information relating to the Debtors' accounts or finance activities at any financial institution, with any trade creditor or with any other party;

(c) ~~(d)~~ to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including, without limitation, those conferred by this Order;

~~(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;~~

~~(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;~~

~~(g) to settle, extend or compromise any indebtedness owing to the Debtor;~~

~~(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;~~

(d) ~~(i)~~ to undertake environmental or workers' health and safety assessments of the Property and operations of the ~~Debtor~~Debtors;

(e) ~~(j)~~ to ~~initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to~~

~~settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;~~

~~(k)~~ ~~to market~~develop a plan in furtherance of marketing any or all of the Property, including obtaining appraisals of all or any part of the Property as the Interim Receiver in its discretion may deem appropriate, advertising and soliciting offers in respect of the Property or any part or parts thereof ~~and negotiating~~, undertaking discussions and negotiations with parties known to have expressed an interest in any or all of the Property, and developing such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

~~(l)~~ ~~to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,~~

~~(i) without the approval of this Court in respect of any transaction not exceeding $________, provided that the aggregate consideration for all such transactions does not exceed $__________; and~~

~~(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;~~

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(m)~~ ~~to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

(f) ~~(n)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(g) ~~(o)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

~~(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;~~

~~(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;~~

(h) ~~(r)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;

(i) to conduct any examinations under oath deemed necessary, including, without limitation, examinations of Guiseppe Gatti, Peter Nelipa, Taragh Bracken or any other director, officer or employee of the Debtors;

(j) to undertake any investigations deemed necessary by the Interim Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, property of the Debtors; and

(k) ~~(s)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, and shall grant immediate and continued access to the Property to the Interim Receiver~~, and shall deliver all such Property to the Receiver upon the Receiver's request~~.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, any transfer of Property outside of the ordinary course of business or obligation incurred by the Debtors outside of the ordinary course of business, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the

information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

~~**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**~~

~~8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.~~

NO EXERCISE OF RIGHTS OR REMEDIES

8. ~~9.~~ THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the ~~Receiver or the Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM RECEIVER

9. ~~10.~~ THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without ~~written consent of the Receiver or~~ leave of this Court.

CONTINUATION OF SERVICES

10. ~~11.~~ THIS COURT ORDERS that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services,

including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services ~~as may be required by the Receiver, and that the Receiver~~. The Debtors shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Receiver~~Debtors in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the ~~Receiver~~Debtors, or as may be ordered by this Court.

~~RECEIVER TO HOLD FUNDS~~

~~12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.~~

EMPLOYEES

11. ~~13.~~ THIS COURT ORDERS that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the ~~Receiver, on the Debtor's behalf,~~Debtors may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

~~**PIPEDA**~~

~~14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. ~~15.~~ THIS COURT ORDERS that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided, however, that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

13. ~~16.~~ THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

14. ~~17.~~ THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[4]

15. ~~18.~~ THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

~~19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.~~

[4] ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

~~**FUNDING OF THE RECEIVERSHIP**~~

~~20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $________ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.~~

~~21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.~~

~~22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.~~

~~23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.~~

GENERAL

16. ~~24.~~ THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

17. ~~25.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

18. ~~26.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

19. ~~27.~~ THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

20. ~~28.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~Motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Respondents' security or, if not so provided by the ~~Plaintiff's~~Respondents' security, then on a substantial indemnity basis to be paid by the Interim Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

21. ~~29.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

~~**SCHEDULE "A"**~~

~~**RECEIVER CERTIFICATE**~~

~~CERTIFICATE NO.~~ ______________

~~AMOUNT $~~ ____________________

~~1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______, 20__ (the "Order") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $__________, being part of the total principal sum of $__________ which the Receiver is authorized to borrow under and pursuant to the Order.~~

~~2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.~~

~~3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.~~

~~4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.~~

~~5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.~~

~~6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.~~

~~7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.~~

~~DATED the _____ day of ______________, 20__.~~

~~[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity~~

~~Per:~~ ________________________

~~Name:~~

~~Title:~~

BANK OF MONTREAL	- and -	**2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.**
Applicant		Respondents

Court File No. ________________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced at Toronto

INTERIM RECEIVERSHIP ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754

~~- 3 -~~

181 Bay Street
Toronto, ON M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No. 31871B
Aaron T. Collins – LSUC No. 55490T

Lawyers for the Applicant

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Document comparison by Workshare Professional on November 10, 2010 1:40:06 PM

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Rendering set	standard

Legend:	
Insertion	
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Moved from	2
Moved to	2
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Total changes	303

Tab 3

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

BANK OF MONTREAL

Applicant

and

2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.

Respondents

APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended and SECTION 101 OF THE *COURTS OF JUSTICE ACT,* R.S.O 1990 c. C.43, as amended

AFFIDAVIT OF ROBERT KIEFER
(sworn November 10, 2010)

I, Robert Kiefer, of the Town of Goodwood, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Account Manager of the applicant, Bank of Montreal ("**BMO**"). I am responsible for the administration of BMO's loans and credit facilities made available to the Respondents. As such, I have knowledge of the matters to which I hereinafter depose, save and except where I refer to information obtained from others, in which case I identify the source of that information and believe such information to be true.

THE PURPOSE OF THE APPLICATION

2. BMO is seeking an order pursuant to subsection 47.1(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended, appointing Ernst & Young Inc. ("**E&Y**"), a licensed bankruptcy trustee, as interim receiver (in such capacity, the "**Interim Receiver**"), without security, of all of the current and future assets, undertakings and properties of 2110458 Ontario Limited ("**211**"), 2131413 Ontario Limited ("**213**"), 787755 Ontario Limited ("**787**") and Tarbrac Holdings Inc. ("**Tarbrac**", and, together with 211, 213 and 787, the "**Debtors**").

3. Owing to the conduct of the Debtors as described in further detail below, it has become apparent to BMO that, in order to protect the security it holds over the Debtors, the appointment of the Interim Receiver is necessary.

THE PARTIES AND OTHER INTERESTED PERSONS

4. BMO is a Canadian chartered bank.

5. Each of 211, 213 and 787 (collectively, the "**Borrowers**") are Ontario corporations. Attached hereto as **Exhibit A** is a copy of the corporation profile report for each of the Borrowers. The trade name "Loretta Flour" is registered for use by 211; the trade name "Loretta Foods" is registered for use by 213; and the trade names "New Durham Trading" and "NDT Food Service" are registered for use by 787, as evidenced by the business names reports attached hereto as **Exhibit B**.

6. Tarbrac is an Ontario corporation and is the sole shareholder of 211 and 213. Tarbrac is also the sole owner of the shares of a related corporation, North Dakota Holdings Ltd. ("**NDHL**"), which, as described below, has leased facilities in Michigan and North Dakota in the United States that are used by the Borrowers to store inventory distributed in the United States. To the best of my knowledge, Tarbrac has no assets

other than the shares of 211, 213 and NDHL. Attached hereto as **Exhibit C** is the corporation profile report for Tarbrac.

7. Guiseppe (Joseph) Gatti ("**Gatti**") is an individual who resides in Woodbridge, Ontario. Gatti is the Vice-President of each of 211 and 213 and the Chief Operating Officer of 787.

8. Taragh Bracken ("**Bracken**") is an individual who resides in Woodbridge, Ontario. Bracken is the sole Director and President, Secretary and Treasurer of each of 211, 213 and Tarbrac.

9. Peter Nelipa ("**Nelipa**") is an individual who resides in Ontario. Nelipa is employed by 211 and 213 and is the sole Shareholder, sole Director and President of 787.

THE BORROWERS' BUSINESS AND OPERATIONS

10. The Borrowers collectively are in the business of manufacturing and distributing spices, flour, sugar and other grocery products and produce, including, fresh ready-to-eat meals, all of which is sold through various distribution channels.

11. 211 operates primarily from the premises located 1700 McEwen Drive, Whitby, Ontario, L1N 0A2 (the "**McEwen Premises**"). 211 is also known as the "Loretta Flour Division" of the Borrowers' operations. 211 produces various types of hard wheat flour from wheat sourced from Ontario and Western Canada and various types of refined sugar. The majority of 211's sales are to retail, foodservice, and industrial customers located throughout Eastern Canada.

12. 213 operates from the premises located at 6815 and 6820 Davand Drive, Unit 1, Mississauga, Ontario, L5T 1L4 (the "**Davand Premises**"). 213 is also known as the

"Loretta Spice Division" of the Borrowers' operation. 213 is responsible for sourcing and redistributing spices globally, as well as blending and repackaging spices for use in various packs and sizes to satisfy home use and institutional customers.

13. 787 also operates out of the Davand Premises. 787 is also known as the "Foodservice and Catering Division" of the Borrowers' operations. 787 is responsible for the daily production of food items, including sandwiches, grab and go meals, soups, fresh salads, desserts and pastries for sale by or in mobile caterers, vending machines, contract caterers and convenience stores. Orders are taken and filled in person or online and are delivered to the customer or picked-up at the large, on site, cash and carry outlet store located at the Davand Premises. The Foodservice and Catering division directly services large and small corporate, chain store and institutional client accounts with food products and catering services.

14. According to the Borrowers' website, www.lorettafoods.com, the Borrowers also operate from the premises located at 4261-A14 Highway #7 East, Suite 424, Concord, Ontario, L3R 9W6.

15. As mentioned above, NDHL also leases two facilities in the United States for storage of inventory that is distributed by the Borrowers to customers in the United States. The facilities are located at 1115 West Elm Avenue, Monroe, Michigan and Colgate, North Dakota. The estimated value of the Borrowers' inventory located at the Monroe, Michigan premises as at August 31, 2010 was $7,800,000.

16. I am advised by the Borrowers that, in Canada, they collectively employee approximately 300 people, all of whom are non-unionized.

THE CREDIT FACILITIES PROVIDED TO THE BORROWERS

17. Pursuant to term sheet dated August 25, 2009 (the "**2009 Term Sheet**"), a copy of which is attached hereto as **Exhibit D**, BMO agreed to provide the following credit facilities to the Borrowers:

(a) a demand revolving operating facility in the maximum amount of $10,000,000;

(b) a letter of credit facility in the maximum principal amount of $500,000;

(c) a treasury facility in the maximum principal amount of $1,500,000; and

(d) a corporate MasterCard facility in the maximum principal amount of $50,000.

18. BMO also entered into separate operating loan agreements with each of the Borrowers, each dated October 5, 2009 (collectively, the "**Operating Loan Agreements**"), pursuant to which certain of the terms of the 2009 Term Sheet were amended. Copies of the Operating Loan Agreements for each of 211, 213 and 787 are attached hereto as **Exhibits E, F** and **G**, respectively.

19. In addition, 787 also entered into an invoice discounting facility agreement dated January 19, 2010 (the "**Discounting Facility Agreement**"), pursuant to which BMO agreed to purchase certain agreed upon accounts receivable generated by 787. A copy of the Discounting Facility Agreement is attached hereto as **Exhibit H**.

20. The credit facilities made available under the 2009 Term Sheet, the Operating Agreements and the Discounting Facility Agreement were then amended by a new term sheet dated July 12, 2010 (the "**2010 Term Sheet**"), a copy of which is attached hereto

as **Exhibit I**. Pursuant to the 2010 Term Sheet, the following credit facilities were confirmed to be available by BMO to the Borrowers (as amended, the "**Current Credit Facilities**"):

(a) a demand revolving operating facility in the maximum principal amount of $7,500,000, reducing to $5,000,000 on or before July 31, 2010 and further reducing to $3,500,000 on or before August 31, 2010 (the "**Demand Operating Facility**");

(b) a corporate MasterCard facility in the maximum principal amount of $50,000 (the "**MasterCard Facility**"); and

(c) a BMO Commercial Markets Trade Finance invoice discount facility (the "**Discounting Facility**"), in respect of receivables insured by Export Development Canada, in the maximum principal amount of US$13,500,000.

21. Pursuant to the 2010 Term Sheet, the letter of credit facility and the treasury facility referred to in the 2009 Term Sheet were cancelled.

22. The Borrowers were unable to reduce the Demand Operating Facility in accordance with the provisions of the 2010 Term Sheet, and, accordingly, on August 19, 2010 BMO, the Debtors, Gatti, Bracken and Nelipa (together, with Gatti and Bracken, the "**Individual Guarantors**") entered into a letter forbearance agreement (the "**Forbearance Agreement**").

23. Pursuant to the terms of the Forbearance Agreement, in consideration of BMO agreement to refrain from commencing enforcement proceedings in respect of

Borrowers' defaults under the Current Credit Facilities, the Borrowers agreed to, among other things:

(a) promptly provide all information requested by BMO and grant BMO access to the books, records, property and assets of the Borrowers, including the right to inspect and appraise such property and assets;

(b) repay the Demand Operating Facility by October 31, 2010;

(c) continue to comply with all reporting requirements arising in respect of the 2009 Term Sheet, the Operating Loan Agreements, the Discounting Facility Agreement, the 2010 Term Sheet and the Forbearance Agreement (collectively, the "**Credit Facility Documents**");

(d) provide bi-weekly updates to BMO of the Borrowers' progress in finding a lender to replace BMO;

(e) engage GDR Advisory Group Inc. to verify the Borrowers' inventory and provide a report on same to BMO by September 6, 2010; and

(f) engage Fuller Landau LLP to complete an audit of the Borrowers' 2009 financial statements and a review of the interim year-to-date financial statements for 2010, which audit and review were to be provided to BMO by September 17, 2010.

THE SECURITY GRANTED TO BMO

24. As security for the all of the obligations of the Borrowers to BMO, the following security was granted in favour of BMO (collectively the "**BMO Security**"):

(a) guarantees, granted by 211, of the obligations of each of 213 and 787 to BMO, dated October 5, 2009, copies of which are attached hereto for each Borrower as **Exhibits J** and **K**;

(b) guarantees, granted by 213, of the obligations of each of 211 and 787 to BMO, each dated October 5, 2009, copies of which are attached hereto for each Borrower as **Exhibits L** and **M**;

(c) guarantees, granted by 787, of the obligations of each of 211 and 213 to BMO, each dated October 5, 2009, copies of which are attached hereto for each Borrower as **Exhibits N** and **O**;

(d) guarantees, granted by Tarbrac, of the obligations of each of the Borrowers to BMO, each dated October 5, 2009, copies of which are attached hereto for each Borrower as **Exhibits P, Q** and **R**;

(e) general security agreements granted by each of the Debtors, each dated October 5, 2009, copies of which are attached hereto as **Exhibits S, T, U** and **V**, respectively, which provide BMO with a security interest in all present and after-acquired personal property, of each of the Debtors;

(f) security under Section 427 of the *Bank Act* (Canada) granted by each of the Borrowers pursuant to separate notices of intention to provide Section 427 security, applications for credit and promises to give security under Section 427, and security agreements under Section 427, copies of which are attached hereto for each Borrower as **Exhibits W, X** and **Y**;

(g) an assignment of insurance from each of the Borrowers, copies of which are attached hereto as **Exhibits Z, AA** and **BB**;

(h) a share pledge agreement dated October 5, 2010, granted by Tarbrac to BMO, a copy of which is attached hereto as **Exhibit CC**, pledging all of the outstanding shares of 211 and 213 to BMO as security for Tarbrac's obligations to BMO;

(i) a personal guarantee dated October 5, 2009, granted by Gatti, of all of the obligations the Borrowers to BMO, but limited to $250,000, a copy of which is attached hereto as **Exhibit DD**;

(j) a personal guarantee dated October 5, 2009, granted by Bracken, of all of the obligations the Borrowers to BMO, but limited to $250,000, a copy of which is attached hereto as **Exhibit EE**;

(k) a personal guarantee dated October 5, 2009, granted by Nelipa, of all of the obligations the Borrowers to BMO, but limited to $250,000, a copy of which is attached hereto as **Exhibit FF**;

(l) a personal guarantee dated October 5, 2009, granted by Nelipa, of all of the obligations the Borrowers to BMO, but limited in recourse to Nelipa's shares of 787, a copy of which is attached hereto as **Exhibit GG**; and

(m) a share pledge agreement dated October 5, 2090, granted by Nelipa to BMO, a copy of which is attached hereto as **Exhibit HH**, pledging all of the outstanding shares of 787 to BMO as security for Nelipa's obligations under the aforesaid guarantee.

25. Registrations in respect of the BMO Security were made under the *Personal Property Security Act* (Ontario) (the "**PPSA**") as follows (collectively, the "**BMO PPSA Registrations**"):

(a) against 211, as financing statement number 20090911 1033 1590 0567, reference file number 656208882, on September 11, 2009, with collateral classifications of inventory, equipment, accounts, other and motor vehicles;

(b) against 213, as financing statement number 20090911 1033 1590 0568, reference file number 656208891, on September 11, 2009, with collateral classifications of inventory, equipment, accounts, other and motor vehicles;

(c) against 787, as financing statement number 20090911 1032 1590 0566, reference file number 656208873, on September 11, 2009, with collateral classifications of inventory, equipment, accounts, other and motor vehicles;

(d) against Tarbrac, as financing statement number 20090911 1035 1590 0570, reference file number 656208963, on September 11, 2009, with collateral classifications of inventory, equipment, accounts, other and motor vehicles; and

(e) against Nelipa, as financing statement number 20090925 1105 1590 1222, reference file number 656540649, on September 25, 2009, with collateral classifications of accounts and other.

26. Attached hereto as **Exhibit II** are copies of the PPSA search results against each of the Debtors and Nelipa, with a file currency date of November 3, 2010. For convenience, a summary of the PPSA search results are attached hereto as **Exhibit JJ**. The PPSA search results show that all of the BMO PPSA Registrations are in good

order as of November 3, 2010, with expiry dates of either September 11, 2019 or September 25, 2019, as the case may be.

THE BORROWERS' FINANCIAL DIFFICULTY AND DEFAULT

27. Over the course of the past year, the Borrowers have had several issues that have created severe financial constraints on its operations, leaving the Borrowers unable to fulfill their obligations under the Credit Facility Documents. These issues have included:

(a) an approximately $10,000,000 receivable generated from the sale of flour to a long time customer of 211 that has not been paid and which the Borrowers advise is unlikely to be received;

(b) a shortfall of approximately $15,000,000 resulting from collapsed hedging position on flour (the "**Flour Hedge**");

(c) a loss arising when the Borrowers' broker, on the Borrowers' behalf, paid suppliers before certain cheques had cleared through the Borrowers' various bank accounts and which cheques then failed to clear the Borrowers accounts;

(d) the failure to produce audited year end statements for the fiscal year ending December 31, 2009; and

(e) the resignation of the Borrowers' controller and chief financial officer.

28. Given the financial difficulties described above, the Borrowers have suffered serious working capital constraints and had difficulty generating enough cash flow to cover their expenses. In order to cover the shortfall arising from the Flour Hedge, the

Borrowers required additional financing, which was provided by Signature Bank, NY in the United States.

29. In January, 2010, BMO recognized that the Borrowers were facing financial difficulty and engaged BDO Canada Limited ("**BDO**") to review the Borrowers' business. The BDO review included an assessment of the following items:

(a) an assessment of the Borrowers' 2009 year-to-date financial results;

(b) a review of the Borrowers' cash flows, including the monthly borrowing base margin calculation;

(c) an assessment of the Borrowers' trading activities, receivables, inventory (incl. physical location, etc) and accounts payable;

(d) a review of customer contracts relating to Synergy Brands (the Borrowers' largest US distributor); and

(e) an assessment of intercompany/trading payments made between the Borrowers and Synergy Brands.

30. BDO ultimately made several recommendations and proposed a new financing structure that included entering into the Discounting Facility Agreement. This new arrangement allowed 787 to monetize accounts receivable through BMO's Invoice Purchase/Discounting Program, provided that such accounts receivable were qualified as insured receivables by Export Development Canada.

31. However, the Discounting Facility did not alleviate the Borrowers' working capital constraints. As discussed above, on August 19, 2010, BMO and the Borrowers entered into the Forbearance Agreement in respect of the Events of Default that had occurred

prior to that date. The intent of BMO was to give the Borrowers a period of time to seek additional financing or a new lender to repay BMO.

32. The Forbearance Agreement has now lapsed and the Borrowers are still facing severe financial difficulties, and there does not appear to be any new lender who appears ready to provide financing to the Borrowers. Attached hereto as **Exhibit KK** is a copy of the most recent cash flow statement provided by the Borrowers to BMO and attached hereto as **Exhibit LL** are copies of the consolidated and unconsolidated draft financial statements for the nine months ending September 30, 2010 (collectively, the "**Financial Statements**"). The Financial Statements indicate the financial difficulties facing the Borrowers.

33. The Borrowers have now defaulted on certain further obligations owed to BMO under the Current Credit Facilities. The most recent defaults under Credit Facility Documents (collectively, the "**Events of Default**") are very concerning to BMO and include:

(a) 787's receipt of approximately $651,157 directly from two customers (Becktrom Industries and Iberia Foods Corp.) of 787 which payments were required to be paid directly to BMO pursuant to the terms of the Credit Facility Documents, and which amounts were diverted by 787 to fulfil other obligations of 787. BMO discovered this when cheques payable to BMO were returned because the Borrowers had stopped payment, as evidenced by copies of the cheques attached hereto as **Exhibit MM**;

(b) the deposit by one or more of the Borrowers of approximately $1,000,000 into new bank accounts with Canadian Imperial Bank of Commerce (as evidenced by the copy of the bank statement attached hereto as **Exhibit NN**), for the apparent and admitted purpose of avoiding BMO's application of such funds to reduce the indebtedness owed to it under the Current Credit Facilities;

(c) the failure to repay the Demand Operating Facility in accordance with the 2010 Term Sheet as amended by the Forbearance Agreement;

(d) the failure to provide audited financial statements for the 2009 fiscal year; and

(e) the failure to provide the reporting required by BMO on a timely basis.

34. As of November 4, 2010, the indebtedness of the Borrowers to BMO was US$17,483,987.40 and CDN$50,142.55 (together, with accruing interest, fees, expenses and costs, the "**Indebtedness**"), which amount is broken down as follows:

(a) Demand Operating Facility:

CDN$ Principal and Interest (Includes Interest to November 4, 2010) *per diem interest is $4.54	CDN	$33,195.66
US$ Principal and Interest (Includes Interest to November 4, 2010) *per diem interest is $565.26	US	$3,590,427.63

(b) MasterCard Facility:

CDN$ Principal and Interest (Includes Interest to November 4, 2010) *per diem interest is $4.54	CDN	$16,946.89
US$ Principal and Interest (Includes Interest to November 4, 2010) *per diem interest is $7.84	US	$16,361.87

(c) Discounting Facility:

US$ Principal and Interest	US	$13,877,197.90

Total CDN$ Indebtedness:	**CDN**	**$50,142.55**
Total US$ Indebtedness:	**US**	**$17,483,987.40**

ACCELERATION AND REPAYMENT OF THE CREDIT FACILITIES

35. As a result of the Events of Default, on November 5, 2010, BMO made demand for the Indebtedness on the Debtors and the Individual Guarantors, and sent notices of its intention to enforce its security under section 244(1) of the BIA to each of the Debtors (collectively, the "**BIA Notices**"), copies of which are attached hereto as **Exhibit OO**.

36. As of the date of this Affidavit, payment of all or any portion of the Indebtedness has not been made by any of the Debtors or the Individual Guarantors.

37. The Debtors have waived the 10-day notice period referred to in the BIA Notices, as per the acknowledgement and consent attached hereto as **Exhibit PP**.

THE OTHER CREDITORS OF THE DEBTORS

38. From a review of the PPSA searches and summary attached as Exhibits II and JJ, it appears that the Ontario Ministry of Revenue has filed a financing statement

against each of the Borrowers, which indicates that certain tax obligations may be outstanding.

39. There are two other secured creditors of the Borrowers who registered PPSA financing statements in all of 787's assets prior to date of the BMO PPSA Registrations, namely:

(a) CIT Financial Ltd. ("**CIT**"), which has registered four financing statements against 787 indicating a security interest in all of 787's assets. However, as demonstrated by the PPSA estoppel letter attached hereto as **Exhibit QQ**, CIT's security interest is limited to certain specific equipment of 787; and

(b) Nelipa, who has made a registration against 787 indicating a security interest in all of 787's assets. However, as demonstrated by the postponement and subordination attached hereto as **Exhibit RR**, Nelipa has subordinated his security interest to the BMO Security.

40. Aside from the above registrations, all of the other secured creditors of the Borrowers appear to have security in specific equipment of the Borrowers.

41. Aside from the creditors noted above and the secured creditors identified in the PPSA searches and search summary as Exhibits II and JJ hereto, the Borrowers also owe approximately $3,108,595 to various trade creditors, as evidenced by the listing of accounts payable included with the Borrowers' monthly margin report as at September 30, 2010 (the "**Margin Report**"), a copy of which is attached hereto as **Exhibit SS**.

42. According to the notes to the Financial Statements (attached hereto as Exhibit LL), there are significant intercompany receivables owing as between 211, 213 and 787,

which clearly indicates that those parties have been involved in highly inter-related accounting activities. In addition, particular note is made of note 5 to the consolidated Financial Statements, which indicates $19,481,114 owing to Tarbrac. To the best of BMO's knowledge, Tarbrac has been involved in the operations of the Borrowers and, as a result, certain of the amounts owing to Tarbrac by the Borrowers are on account of accounts payable to trade creditors incurred by Tarbrac in respect of the Borrowers' operations. As a result, the amounts owing to the Borrowers' trade creditors are likely significantly greater than the figure shown in the Margin Report.

43. According the Margin Report, the Borrowers were current on all payroll and other statutory obligations as at September 30, 2010. However, the PPSA searches and search summary as Exhibits II and JJ hereto indicate that the Ontario Ministry of Revenue filed PPSA financing statements against 211 (in the amount of $25,607), 213 (in the amount of $34,931) and 787 (in the amount of $29,166) on August, 28, 2010, February 22, 2010 and April 27, 2010, respectively.

APPOINTMENT OF AN INTERIM RECEIVER

44. BMO has had discussions with Gatti (on behalf of the Borrowers), who has expressed his belief that the only viable alternative to the Borrowers' business is a sale of the business, as a whole or on a division by division basis.

45. As a result, BMO believes the appointment of the Interim Receiver is necessary to:

(a) attend at the Borrowers' various premises, to review, monitor and control all receipts and disbursements of the Borrowers;

(b) conduct a review of the Borrowers' operations with a view to designing and implementing a court-supervised sale process; and

(c) investigate, to the extent the Interim Receiver considers it necessary in connection with paragraphs (a) and (b) above, the circumstances surrounding certain Events of Default, including the diversion of funds described in Section 32 above.

46. BMO believes that the appointment of the Interim Receiver will be a just and equitable solution to the current financial difficulties facing the Borrower and will act as means of protecting the BMO Security and the Borrowers' stakeholders generally, including, to the extent possible, the ongoing employment of the Borrowers' employees, or as many of them as is possible.

APPOINTING E&Y AS INTERIM RECEIVER

47. BMO proposes that E&Y be appointed as interim receiver of the Debtors, in accordance with the above. E&Y is an experienced, licensed trustee in bankruptcy. E&Y has consented to act as interim receiver of the Borrowers.

PRIORITY CHARGE FOR INTERIM RECEIVER'S FEES

48. BMO is requesting that the interim receiver, if appointed, be granted a charge over the all of the assets of the Debtors as security for and to protect it for its fees and disbursements, which charge shall that rank ahead of all existing encumbrances against the said assets.

SWORN BEFORE ME at
the City of Toronto,
this 10th day of November, 2010.

A Commissioner, etc.

) ROBERT KIEFER

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Attached is Exhibit A

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

~~Alyssa Keon, a Commissioner~~, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2110458	2110458 ONTARIO LIMITED	2006/08/11
		Jurisdiction
		ONTARIO

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

Registered Office Address

1700 MCEWEN DRIVE

WHITBY
ONTARIO
CANADA L1N 0A2

Mailing Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1L4

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	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2110458	2110458 ONTARIO LIMITED

Corporate Name History	Effective Date
2110458 ONTARIO LIMITED	2006/08/11

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

Administrator:

Name (Individual / Corporation)		Address
TARAGH BRACKEN		304 DUNLOP STREET EAST WHITBY ONTARIO CANADA L1N 1S4
Date Began	**First Director**	
2007/09/21	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2110458

Corporation Name

2110458 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

304 DUNLOP STREET EAST

WHITBY
ONTARIO
CANADA L1N 1S4

Date Began	First Director	
2007/09/21	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

304 DUNLOP STREET EAST

WHITBY
ONTARIO
CANADA L1N 1S4

Date Began	First Director	
2007/09/21	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2110458

Corporation Name

2110458 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

304 DUNLOP STREET EAST

WHITBY
ONTARIO
CANADA L1N 1S4

Date Began	First Director	
2007/09/21	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JOSEPH

GATTI

Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1L4

Date Began	First Director	
2009/01/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	VICE-PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2110458	2110458 ONTARIO LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2009/05/13 (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.

CORPORATION PROFILE REPORT

Ontario Corp Number
2131413

Corporation Name
2131413 ONTARIO LIMITED

Incorporation Date
2007/03/26

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

6820 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1J5

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address

6820 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1J5

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2131413	2131413 ONTARIO LIMITED

Corporate Name History	Effective Date
2131413 ONTARIO LIMITED	2007/03/26

Current Business Name(s) Exist: YES

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

121 BROCK STREET SOUTH

Suite # 300
WHITBY
ONTARIO
CANADA L1N 4J9

Date Began	First Director	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2131413

Corporation Name

2131413 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

121 BROCK STREET SOUTH

Suite # 300
WHITBY
ONTARIO
CANADA L1N 4J9

Date Began	**First Director**	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

121 BROCK STREET SOUTH

Suite # 300
WHITBY
ONTARIO
CANADA L1N 4J9

Date Began	**First Director**	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2131413

Corporation Name

2131413 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

121 BROCK STREET SOUTH

Suite # 300
WHITBY
ONTARIO
CANADA L1N 4J9

Date Began	**First Director**	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JOSEPH

GATTI

Address

6820 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1J5

Date Began	**First Director**	
2009/01/01	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	VICE-PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2131413	2131413 ONTARIO LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2008	1C	2009/09/12

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.

CORPORATION PROFILE REPORT

Ontario Corp Number
787755

Corporation Name
787755 ONTARIO LIMITED

Incorporation Date
1988/07/26

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1L4

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L5T 1L4

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

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

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
787755	787755 ONTARIO LIMITED

Corporate Name History	Effective Date
787755 ONTARIO LIMITED	1988/07/26

Current Business Name(s) Exist: YES

Expired Business Name(s) Exist: YES - SEARCH REQUIRED FOR DETAILS

Administrator: Name (Individual / Corporation)	Address
JOSEPH GATTI	6815 DAVAND DRIVE MISSISSAUGA ONTARIO CANADA L6T 1L4

Date Began	First Director	
2009/10/22	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF OPERATING OFFICER	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
787755	787755 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

PETER

NELIPA

Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L6T 1L4

Date Began	First Director	
2003/01/22	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

PETER

NELIPA

Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA L6T 1L4

Date Began	First Director	
2003/01/22	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
787755	787755 ONTARIO LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2009/10/23 (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.

Attached is Exhibit B

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FLOUR

Business Identification Number

170948525

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

1700 MCEWEN DRIVE

No. U 3-4
WHITBY
ONTARIO
CANADA, L1N 0A2

Business Address in Ontario

1700 MCEWEN DRIVE

No. U 3-4
WHITBY
ONTARIO
CANADA, L1N 0A2

Activity being carried out

FLOUR MILL

Registration Date

2007/09/04

Expiry Date

2012/09/03

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2007/09/04

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FLOUR

Business Identification Number

170948525

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

2110458 ONTARIO LIMITED

Corp. Registered/Head Office Address

7 HARBORD CRES

AJAX
ONTARIO
CANADA, L1S 4C9

Corporate Number

2110458

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

GATTI,
JOE

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

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

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FOODS

Business Identification Number

170513162

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

4090 RIDGEWAY DR

No. 13, 14, 15
MISSISSAUGA
ONTARIO
CANADA, L5L 5X5

Business Address in Ontario

4090 RIDGEWAY DR

No. 13, 14, 15
MISSISSAUGA
ONTARIO
CANADA, L5L 5X5

Activity being carried out

FOOD MANUFACTURING

Registration Date

2007/05/07

Expiry Date

2012/05/06

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2007/05/07

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FOODS

Business Identification Number

170513162

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

2131413 ONTARIO LIMITED

Corp. Registered/Head Office Address

4090 RIDGEWAY DR

No. 13, 14, 15
MISSISSAUGA
ONTARIO
CANADA, L5L 5X5

Corporate Number

2131413

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

GATTI,
JOE

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

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

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FOODS

Business Identification Number

170948566

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

4090 RIDGEWAY DRIVE

No. 14
MISSISSAUGA
ONTARIO
CANADA, L5L 5Y1

Business Address in Ontario

4090 RIDGEWAY DRIVE

No. 14
MISSISSAUGA
ONTARIO
CANADA, L5L 5Y1

Activity being carried out

FOOD DISTRIBUTION

Registration Date

2007/09/04

Expiry Date

2012/09/03

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2007/09/04

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

LORETTA FOODS

Business Identification Number

170948566

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

2131413 ONTARIO LIMITED

Corp. Registered/Head Office Address

4090 RIDGEWAY DR

No. 13, 14, 15
MISSISSAUGA
ONTARIO
CANADA, L5L 5X5

Corporate Number

2131413

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

GATTI,
JOE

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

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

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

NDT FOOD SERVICE

Business Identification Number

160104097

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 1L4

Business Address in Ontario

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 1L4

Activity being carried out

GROCERY WHOLESALE

Registration Date

2006/01/27

Expiry Date

2011/01/26

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2006/01/27

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

NDT FOOD SERVICE

Business Identification Number

160104097

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

787755 ONTARIO LIMITED

Corp. Registered/Head Office Address

1200 SHEPPARD AVE EAST

No. STE 406
TORONTO
ONTARIO
CANADA, M2K 2S5

Corporate Number

787755

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

GATTI,
JOE

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

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

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

NEW DURHAM TRADING

Business Identification Number

190910315

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 1L4

Business Address in Ontario

6815 DAVAND DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 1L4

Activity being carried out

SALE OF FOOD & HARD GOODS

Registration Date

2009/09/08

Expiry Date

2014/09/07

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2009/09/08

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

NEW DURHAM TRADING

Business Identification Number

190910315

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

787755 ONTARIO LIMITED

Corp. Registered/Head Office Address

6815 DAVAN DRIVE

MISSISSAUGA
ONTARIO
CANADA, L1W 3L7

Corporate Number

787755

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

787755 ONTARIO LIMITED

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

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

Attached is Exhibit C

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2131468	TARBRAC HOLDINGS INC.	2007/03/26

Jurisdiction

ONTARIO

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

Registered Office Address

1389 ROUGEMOUNT DRIVE

PICKERING
ONTARIO
CANADA L1V 1N2

Mailing Address

1389 ROUGEMOUNT DRIVE

PICKERING
ONTARIO
CANADA L1V 1N2

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	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2131468	TARBRAC HOLDINGS INC.

Corporate Name History	Effective Date
TARBRAC HOLDINGS INC.	2007/03/26

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator: Name (Individual / Corporation)		Address
TARAGH BRACKEN		1389 ROUGEMOUNT DRIVE PICKERING ONTARIO CANADA L1V 1N2
Date Began	**First Director**	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2131468

Corporation Name

TARBRAC HOLDINGS INC.

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

1389 ROUGEMOUNT DRIVE

PICKERING
ONTARIO
CANADA L1V 1N2

Date Began	First Director	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

TARAGH

BRACKEN

Address

1389 ROUGEMOUNT DRIVE

PICKERING
ONTARIO
CANADA L1V 1N2

Date Began	First Director	
2007/03/26	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2131468	TARBRAC HOLDINGS INC.

Administrator: Name (Individual / Corporation)	Address
TARAGH BRACKEN	1389 ROUGEMOUNT DRIVE PICKERING ONTARIO CANADA L1V 1N2

Date Began	First Director	
2007/03/26	NOT APPLICABLE	

Designation	Officer Type	Resident Canadian
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2131468	TARBRAC HOLDINGS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2008	1C	2009/03/19

Attached is Exhibit D

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
~~while a Student-at-Law.~~
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO BANK OF MONTREAL is pleased to announce that **formal credit approval has been obtained** to provide CAD12,050,000 in credit facilities to the Loretta Group of companies. The terms and conditions under which the facilities are to be provided pursuant to this commitment are described below:

Borrower(s)	787755 Ontario Ltd. and/or 2131413 Ontario Ltd. and/or 2110458 Ontario Inc. (collectively the "Borrowers").
Lender	Bank of Montreal (the "Lender").
Guarantors	All key Shareholders and Cross Guarantees between all Borrowers and Holding Companies.
Credit Facilities	The sum total of all outstandings between the respective borrowers are not to exceed the following:
Facility A:	Demand Revolving Operating Facility of **$10,000,000**
Facility B:	Letters of Credit of **$500,000**
Facility C:	Treasury Facility of **$1,500,000**
Facility D:	Corporate MasterCard Facility **$50,000**
Purpose	Facility A: For general operating and working capital purposes. Facility B: For Commercial Letters of Credit. Facility C: For Foreign Exchange Contracts up to 12 months. Facility D: To assist in managing corporate expenses.

FACILITY A

Type and Amount	Demand Revolving Operating Facility: **$10,000,000**
Term	Repayable on Demand.
Availability	Available by way of the following: • Canadian Dollar direct advances • US Dollar direct advances • Canadian Dollar Bankers acceptances • US Dollar LIBOR advances
Security	Advances shall be limited at all times to the lesser of the Facility Amount and the calculated availability within the Lending Margin Formula, based on Consolidated Statements, less Priority Claims: **90%** of the insured amount of eligible Accounts Receivable insured by EDC, if any; excluding intercompany receivables and **75%** of the Canadian and US Accounts Receivable over which the Lender holds a valid first charge, less accounts past due 60 days or more, accounts in dispute and all amounts owing from non-arms length parties, plus **40%** of non-perishable finished goods and non-perishable raw materials

inventory. For margining purposes, the maximum margin value of Inventory is to be the lesser of 50% of the margin value of eligible receivables or $4,000,000

Drawdown Notice For drawdowns, rollovers and repayments: 1 banking day advance notice; For BA's: 2 banking days notice; and LIBOR: 3 Banking days notice.

Interest

Facility A	Tier I TD/EBITDA <1.5:1	Tier II TD/EBITDA ≤2.5:1& 1.5:1	Tier III TD/EBITDA >2.5:1
Prime &/or US Base Rate	+1.00%	+1.50%	+2.00%
BA's / LIBOR	+2.50%	+3.00%	+3.50%

TD = Total Debt EBITDA = Earnings before interest, tax, depreciation and amortization

FACILITY B

Type and Amount Commercial Letters of Credit/Guarantee: **$500,000**

Availability As per standard LC documentation.

LC Fees Standard rates for LC's.

FACILITY C Treasury Facility

Amount **$1,500,000**; based on 10% of peak forecast of outstanding FX Contracts, up to 12 months.

Purpose To facilitate the hedging of currency exchange risks occurring in the normal course of the Borrowers businesses.

FACILITY D Corporate MasterCard Facility

Amount **$50,000**

Fees As per Corporate MasterCard Agreement

Terms & Conditions As per Corporate MasterCard Agreement

Security To be secured along with all other bank facilities

Facility A, B, C & D are collectively referred to herein as the "Credit Facilities":

General Security All debts, liabilities, and obligations of each of the Borrowers under the Credit Facilities shall be collaterally secured by a first-ranking security interest in all of the present and future undertaking, property and assets of each of the respective Borrower's. The first-ranking security may include, but is not limited to, liens on specific assets as required by the Lender and will include the following for each of the Borrowers:

- Executed Credit Agreement/Term Sheet.
- General Security Agreement covering all present and future assets of such Borrower and all subsidiaries (collectively, the "**Subsidiaries**"), if any.
- General Assignment of Book Debts.
- Security under Section 427 of the Bank Act.

- Unlimited Cross Guarantees between all Borrowers, Subsidiaries, if any, and the shareholder of each of the Borrowers ("**Holdco**"), supported in each case by a General Security Agreement and a Pledge of Shares in each Borrower or Subsidiary in which such Guarantor holds shares.
- First charge security over all tangible and intangible properties, assets and intellectual property (including all contract rights, real property interests, material leases, trademarks, trade-names and equipment) of the Borrower;
- Subordination and Subrogation Agreement /Postponement of Claim by Holdco and Borrowers with respect to (i) all shareholder and/or Intercompany Loans to any/all Borrowers, and (ii) Vender Notes outstanding, if any.
- Personal Guarantees by J. Gatti, T. Brachen and P. Nelipa for $250M in respect of each of the borrowers.
- Evidence of adequate insurance coverage for the Borrowers and the Subsidiaries (if any) with loss payable to the Lender.
- Other security deemed appropriate by the Lender to perfect the Lender's first priority security interest over all tangible & intangible assets of the Borrowers and the Subsidiaries.

Conditions Precedent

The initial advance under the Credit Facilities is conditional upon, but not limited to:

- Signed Commitment Letter, execution of the Credit Agreement, Security and related documents and delivery of legal opinions, all in form and substance satisfactory to the Lender and their Legal Counsel; Appropriate Borrowing and Enabling Resolutions.
- Completion of a due diligence review to be conducted in a manner customary for a transaction of this nature, the results of which are to be satisfactory to the Bank in its sole and absolute discretion. Due diligence shall include a review of existing operations, regulatory licensing requirements, historical financial results, reasonableness of financial projections, tax matters, litigation, market and industry analysis, evidence of meeting all material law/regulations and including access to any consultants or other professionals engaged by the Borrower and any reports produced thereby and all other documentation related to the transaction; if required, satisfactory review of a Quality of Earnings Report from a recognized accounting firm.
- The absence of any material adverse event which would materially and adversely effect the business, operations, assets or affairs of the Borrower;
- Payment of all fees and expenses due hereunder.
- Such other due diligence that the Lender may in accordance with its general commercial lending practice reasonably require with respect to the transaction

Financial Covenants:

Financial covenants will be tested at the end of each quarter on a rolling four quarter basis, based on consolidated statements, in accordance with conditions normally applicable to transactions of this nature and will be include the following:

1. **Total Debt/EBITDA:** 2.75 maximum

2. **Debt Service Coverage Ratio:** 1.50 minimum
3. **Working Capital Ratio:** 1.30 minimum
4. **Minimum Tangible Net Worth:** $8,500,000 plus 50% of annual after tax Net Income

Definitions

EBITDA:

Earnings (*as defined in consolidated financial statements prepared in accordance with GAAP, excluding non-wholly owned subsidiaries, measured on a rolling 4 quarter basis*) Before Interest Expense, Income Taxes, Depreciation and Amortization, Discretionary Management Fees and extraordinary/unusual Non-Recurring Items (to be agreed-upon by the Lender).

Total Debt:

All funded interest bearing debt owed by the Borrowers excluding fully subordinated and/or subrogated loans.

Fixed Charge Coverage:

EBITDA minus cash taxes and unfunded capital expenditures divided by mandatory principal repayments and cash interest for all Funded Debt.

Working Capital Ratio:

Current assets divided by current liabilities (excluding committed operating loan and accrued management fee/bonus payable, if any).

Tangible Net Worth:

Share Capital plus Retained Earnings plus Subrogated Shareholder Loans less Goodwill.

Negative Covenants

Positive and negative covenants customary for transactions of this nature including, without limitation:

- Restrictions on additional indebtedness, including sub-debt; a basket of $250,000 for permitted encumbrances to be created to include leases.
- No payment of dividends and/or management fees unless and until Borrower is in compliance with all Terms and Conditions stated herein on a current and pro-forma basis as if any such payments had been made.
- Restrictions on capital expenditures in excess of $250,000
- Restrictions on mergers, acquisitions, asset sales and purchase or redemption of shares.
- Restrictions on change of control;
- Borrowers will not make loans to or investments in, or give guarantees on behalf of others;
- Maintenance of insurance, no material judgments and access to books and records.
- Restrictions on changes to the nature of the Borrowers' business;

Reporting Requirements

Lender will be provided with:

- Monthly within 30 days of month end:
  - Aged list of Accounts Receivable and Accounts Payable

including schedule of contra accounts (as necessary).
  - Inventory listing accompanied with a certified calculation showing compliance with Lending Margin Formula.
  - Monthly Margin Certificate
- Quarterly within 45 days of quarter end:
  - Internal individual and consolidated financial statements.
  - Quarterly Covenant Compliance Certificate
- Annually within 45 days of fiscal year end:
  - Internal individual and consolidated financial statements;
- Annually within 120 days of fiscal year end:
  - Audited individual and Notice to Reader consolidated financial statements;
  - Covenant Compliance Certificate;
  - Personal Statement of Affairs
- Annually, 30 days prior to fiscal year end:
  - Annual detailed operating budget for the next fiscal year
- Such other information which is reasonably requested by the Bank.

Indemnification

The Borrower agrees to indemnify the Lenders from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated by the proposed Facility

Acknowledgement

The Borrower acknowledges that the Facilities contained herein are for use by the Borrower and will be used for the Borrowers' business purposes only.

Increased costs taxes, etc.

If due to any change in law, regulations, rules or orders or as a result of compliance with any guideline or requirement from any authority which is customary for the Lender to comply with, the Lender incur or will incur increased costs or a reduced return on its capital, the Borrower will indemnify the Lender against such increased costs or reduced return. All loan repayments shall be made free and clear of any present and future taxes, withholdings or other deductions.

Representations and Warranties

Usual, including confirmation of corporate status and authority, non-violation of law or existing agreements, no material litigation, satisfactory insurance coverage and other such representations and warranties customarily contained in loan agreements for similar financing arrangements.

Events of Default

Customary for transactions of this nature including, but not limited to:

- Failure to pay when due any amounts under the Credit Agreement.
- Failure to meet covenants.
- Representations of warranties false in any material respect when made.
- Unpaid judgments.
- Bankruptcy, insolvency, proceedings or actions.
- Cross-default to other indebtedness of the Borrower or any subsidiary.

- Change of control without the consent of the Bank.
- Material Adverse Change.
- Non-compliance with any material environmental or other regulation, business licensing or permits imposed by any government/agency.

Fees:

Upfront Fee	One time setup fee of 40 bps on Facility A: $40,000
Annual Review Fee	The credit facilities will be subject to an annual review/renewal fee of $5,000 per annum
Account Monitoring	$200 p.m. for each designated Borrower.
Default Interest Rate	At any time the Borrower is in default or in breach of any covenant, the Bank may apply an additional 2.00% per annum interest rate in addition to the interest rate being charged on any/all monies advanced, unless the Bank has agreed in writing to a waiver.
Banking Services	It is a condition of the credit facilities that the Borrower shall maintain its primary banking accounts and cash management business solely with BMO. Banking fees and rates are to be mutually agreed upon.
Expenses	Borrower to pay all reasonable out of pocket expenses of the Bank (including but not limited to due diligence expenses, travel expenses, consultant's fees, appraisal fees and legal fees) relating to the negotiation and preparation of the credit and security documents and the operation of the Credit Facilities. All expenses of the Lender in enforcing or preserving its rights under the credit agreement are for the account of the Borrower.
Governing Law	Province of Ontario and/or other jurisdictions as appropriate.
Lenders Counsel	TBD

August 25, 2009

Bank of Montreal

Francois Wentzel
Director
Corporate Finance Division

Please acknowledge acceptance of this Commitment by signing and returning a signed copy of the Term Sheet to the Lender no later than 5.00 p.m. **on July 28, 2009** the expiry date of this offer.

Accepted this _____ day of __________ 2009.

For the Borrowers as herein listed: 787755 Ontario Ltd. and 2131413 Ontario Ltd. and 2110458 Ontario Inc.

Per:______________________________ Per:______________________________

Title:______________________________ Title:______________________________

Please acknowledge acceptance of this Commitment by signing and returning a signed copy of the Term Sheet to the Lender no later than 5.00 p.m. **on July 28, 2009** the expiry date of this offer.

Accepted this _____ day of __________ 2009.

For the Borrowers as herein listed: 787755 Ontario Ltd. and 2131413 Ontario Ltd. and 2110458 Ontario Inc.

Per: ______________________ Per: ______________________

Title: ______________________ Title: ______________________

787755 ONTARIO LIMITED

Per: ______________________

Title: Director

Attached is Exhibit E

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This ____ day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Financial Group

Combined Canadian & / or US Dollar Operating Loan Agreement

To: Bank of Montreal

Date: October 6, 2009

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

1.01 "Account" shall mean either the Canadian Dollar Account or the U.S. Dollar Account, and "Accounts" shall mean both.

1.02 "Canadian Dollar Account" shall mean Account No. ________________________ at the Bank.

1.03 "Canadian Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the Canadian Dollar Account (including, without limitation, cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the Canadian Dollar Account for which the Bank has given value.

1.04 "Canadian Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit which the undersigned advises the Bank by notice as herein provided is to be available for the Canadian Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the Canadian Dollar Availment Limit more than ________ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ __________ will be charged for each additional change that month.

1.05 "Canadian Dollar Equivalent Amount" shall mean, at any time, the amount of Canadian dollars into which U.S. dollars may be converted at the Bank's applicable selling rate at such time.

1.06 Facility Fee" shall mean a fixed monthly fee of $ ____________.

1.07 "Loan" shall mean, the credit facility (if any) provided pursuant to this Agreement, and the amount of the Loan shall be, at any time, the aggregate amount of any Canadian Dollar Availment and of the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment at such time. For greater certainty, it is understood that such aggregate amount shall only be comprised of debit balances for the Canadian Dollar Availment and the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment.

1.08 "Loan Limit" shall mean Ten Million Canadian Dollars ($ 10,000,000) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

1.09 "Loan Rate" shall mean (a) in respect of a Canadian Dollar Availment, a rate equal to the Bank's Prime Rate plus [See Term Sheet] per cent (_________%) per annum; and (b) in respect of a U.S. Dollar Availment, a rate equal to the Bank's U.S. Base Rate plus [See Term Sheet] per cent (__________%) per annum.

1.10 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is ____ per cent (______%) per annum.

1.11 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is __________________________________ per cent (_________%) per annum.

1.12 "U.S. Base Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in U.S. dollars in Canada and designated by the Bank as its U.S. Base Rate. The U.S. Base Rate on the date hereof is ________________________________ percent (________%) per annum.

1.13 "U.S. Dollar Account" shall mean Account No.:___________________________________ at the Bank.

1.14 "U.S. Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the U.S. Dollar Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the U.S. Dollar Account for which the Bank has given value.

1.15 "U.S. Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit in Canadian dollars which the undersigned advises the Bank by notice as herein provided is to be available for the U.S. Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the U.S. Dollar Availment Limit more than _______ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ ____________________ will be charged for each additional change that month.

2. ACCOUNT

2.01 Cheques drawn and debits of other kinds made (including, without limitation, transfers and withdrawals), (a) on the Canadian Dollar Account shall be drawn in Canadian dollars, and (b) on the U.S. Dollar Account shall be drawn in U.S. dollars.

2.02 The undersigned shall use each of the Accounts for business purposes only.

2.03 The Bank is authorized to debit (a) the Canadian Dollar Account for all fees and interest relating to the Canadian Dollar Availment; (b) the U.S. Dollar Account for all fees and interest relating to the U.S. Dollar Availment; and (c) either of the Accounts for any costs, charges and expenses relating to the Loan and/or the Accounts including without limitation those referred to in (a) and (b) above and those referred to in paragraph 7.01.

3. PAYMENT/CHARGING OF FEES

3.01 The undersigned shall pay the Facility Fee to the Bank on the last day of each month, in addition to all other fees applicable to the Accounts. Notwithstanding paragraph 1.06, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and other standard reporting services provided by the Bank in connection with each of the Accounts.

3.02 Fees charged in respect of changes to the Canadian Dollar Availment Limit, or the U.S. Dollar Availment Limit, pursuant to paragraphs 1.04 and 1.15 respectively, may be charged to either Account at any time. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur in a fee.

4. INTEREST

4.01 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the Canadian Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.02 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the U.S. Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.03 The Bank may in its discretion charge interest at the Overdraft Rate on the amount of the Loan that exceeds the Loan Limit daily, and the undersigned shall, both before and after demand or judgement, pay such interest, which interest will be calculated and payable monthly on the last day of each month.

4.04 Nothing herein shall oblige the Bank to permit (a) the Canadian Dollar Availment to exceed the Canadian Dollar Availment Limit, (b) the US Dollar Availment to exceed the US Dollar Availment Limit or (c) the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or $100, whichever is greater, and a $5 overdraft handling charge.

5. DEMAND AND TERMINATION

5.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan hereunder and demand payment of the Loan by notice as herein provided.

5.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM EITHER OR BOTH OF THE ACCOUNTS UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

6. DOCUMENTATION

6.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:

(a) any security required by the Bank; and

(b) all other documents and information required by the Bank.

6.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

7. COSTS

7.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

8. NOTICES

8.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate, the U.S. Base Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any, or of any change to the Canadian Dollar Availment Limit or the U.S. Dollar Availment Limit, if any. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur a fee.

8.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Canadian Dollar Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

9. AMENDED AND RESTATED AGREEMENT

☐ 9.01 This Agreement hereby amends and restates the _[Not Applicable]__________________
(Insert name of agreement)

Agreement dated the ____________ day of ___________________________, ________, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

☐ 9.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.

☐ 9.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Documents (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.

☐ 9.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.

☐ 9.05 This Article 9 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 9 are without novation.

10. GENERAL

10.01 The provisions of the attached Addendum, if any, shall be incorporated into this Agreement and form part hereof.

10.02 The Bank's statements for the Canadian Dollar Account at any time shall constitute prima facie evidence of the Canadian Dollar Availment and the Bank's statements for the U.S. Dollar Account at any time shall constitute prima facie evidence of the U.S. Dollar Availment.

10.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.

10.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.

10.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

10.06 Subject to Article 9 above (if applicable), this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.

10.07 The undersigned agrees that the balance shown in any statement of: (a) the Canadian Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Canadian Dollar Availment as at the date of the statement; and (b) the U.S. Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the U.S. Dollar Availment as at the date of the statement.

10.08 All payments relating to the Canadian Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars and all payments relating to the U.S. Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in U.S. dollars. All other amounts owing hereunder shall be paid in Canadian dollars except as otherwise provided herein.

In the event the Bank is required to recover any amount owing hereunder by way of judicial proceeding, or otherwise, all amounts owing hereunder shall be payable in Canadian dollars. Notwithstanding the foregoing, any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

For purposes of recovery by the Bank of amounts debited to the U.S. Dollar Account, the Canadian Dollar Equivalent Amount shall apply, with the applicable rate of currency conversion being no less than the rate of conversion at the time of default hereunder or the time of demand hereunder, whichever is greater.

10.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.

10.10 Time shall be of the essence of this Agreement.

10.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.

10.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la presente convention et tous les documents s y rattachant soient rediges et signes en anglais.*

[SIGNATURE PAGE FOLLOWS]

By executing this Agreement below the undersigned hereby agrees to foregoing terms and conditions.

DATED as of the date set forth above

'itness
quired for
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dividual
.e., natural
ɜrson)
ɔrrower who
gns. Witness
ɔt required if
ıe borrower
a
ɔrporation or
:her entity.

Witnesses:

2110458 ONTARIO LIMITED
(Name of Entity)

______	By: ______
Name ___	Name ___ Joe Gatti
Address ___	Title ___ Vice President
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___

ADDENDUM TO THE COMBINED CANADIAN & / OR US DOLLAR OPERATING LOAN AGREEMENT

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Combined Canadian &/or US Dollar Operating Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to:
Please see Term Sheet Dated August 25, 2009

To the extent there is any conflict between the terms and conditions of the Operating Loan Agreement and the Term Sheet dated August 25, 2009 (as amended, if applicable) the terms and conditions of the Term Sheet shall govern.

Attached is Exhibit F

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Financial Group

Combined Canadian & / or US Dollar Operating Loan Agreement

To: Bank of Montreal

Date: October 5, 2009

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

1.01 "Account" shall mean either the Canadian Dollar Account or the U.S. Dollar Account, and "Accounts" shall mean both.

1.02 "Canadian Dollar Account" shall mean Account No. ______________________ at the Bank.

1.03 "Canadian Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the Canadian Dollar Account (including, without limitation, cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the Canadian Dollar Account for which the Bank has given value.

1.04 "Canadian Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit which the undersigned advises the Bank by notice as herein provided is to be available for the Canadian Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the Canadian Dollar Availment Limit more than ________ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ __________ will be charged for each additional change that month.

1.05 "Canadian Dollar Equivalent Amount" shall mean, at any time, the amount of Canadian dollars into which U.S. dollars may be converted at the Bank's applicable selling rate at such time.

1.06 Facility Fee" shall mean a fixed monthly fee of $ ____________.

1.07 "Loan" shall mean, the credit facility (if any) provided pursuant to this Agreement, and the amount of the Loan shall be, at any time, the aggregate amount of any Canadian Dollar Availment and of the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment at such time. For greater certainty, it is understood that such aggregate amount shall only be comprised of debit balances for the Canadian Dollar Availment and the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment.

1.08 "Loan Limit" shall mean Ten Million Canadian Dollars ($ 10,000,000) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

1.09 "Loan Rate" shall mean (a) in respect of a Canadian Dollar Availment, a rate equal to the Bank's Prime Rate plus [See Term Sheet] per cent (_________%) per annum; and (b) in respect of a U.S. Dollar Availment, a rate equal to the Bank's U.S. Base Rate plus [See Term Sheet] per cent (__________%) per annum.

1.10 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is ______________________________________ per cent (_______ %) per annum.

1.11 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is ______________________________ per cent (_________ %) per annum.

1.12 "U.S. Base Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in U.S. dollars in Canada and designated by the Bank as its U.S. Base Rate. The U.S. Base Rate on the date hereof is ____________________ percent (________%) per annum.

1.13 "U.S. Dollar Account" shall mean Account No.:____________________ at the Bank.

1.14 "U.S. Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the U.S. Dollar Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the U.S. Dollar Account for which the Bank has given value.

1.15 "U.S. Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit in Canadian dollars which the undersigned advises the Bank by notice as herein provided is to be available for the U.S. Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the U.S. Dollar Availment Limit more than ________ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ ____________________ will be charged for each additional change that month.

2. ACCOUNT

2.01 Cheques drawn and debits of other kinds made (including, without limitation, transfers and withdrawals), (a) on the Canadian Dollar Account shall be drawn in Canadian dollars, and (b) on the U.S. Dollar Account shall be drawn in U.S. dollars.

2.02 The undersigned shall use each of the Accounts for business purposes only.

2.03 The Bank is authorized to debit (a) the Canadian Dollar Account for all fees and interest relating to the Canadian Dollar Availment; (b) the U.S. Dollar Account for all fees and interest relating to the U.S. Dollar Availment; and (c) either of the Accounts for any costs, charges and expenses relating to the Loan and/or the Accounts including without limitation those referred to in (a) and (b) above and those referred to in paragraph 7.01.

3. PAYMENT/CHARGING OF FEES

3.01 The undersigned shall pay the Facility Fee to the Bank on the last day of each month, in addition to all other fees applicable to the Accounts. Notwithstanding paragraph 1.06, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and other standard reporting services provided by the Bank in connection with each of the Accounts.

3.02 Fees charged in respect of changes to the Canadian Dollar Availment Limit, or the U.S. Dollar Availment Limit, pursuant to paragraphs 1.04 and 1.15 respectively, may be charged to either Account at any time. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur in a fee.

4. INTEREST

4.01 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the Canadian Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.02 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the U.S. Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.03 The Bank may in its discretion charge interest at the Overdraft Rate on the amount of the Loan that exceeds the Loan Limit daily, and the undersigned shall, both before and after demand or judgement, pay such interest, which interest will be calculated and payable monthly on the last day of each month.

4.04 Nothing herein shall oblige the Bank to permit (a) the Canadian Dollar Availment to exceed the Canadian Dollar Availment Limit, (b) the US Dollar Availment to exceed the US Dollar Availment Limit or (c) the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or $100, whichever is greater, and a $5 overdraft handling charge.

5. DEMAND AND TERMINATION

5.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan hereunder and demand payment of the Loan by notice as herein provided.

5.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM EITHER OR BOTH OF THE ACCOUNTS UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

6. DOCUMENTATION

6.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:

(a) any security required by the Bank; and
(b) all other documents and information required by the Bank.

6.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

7. COSTS

7.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

8. NOTICES

8.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate, the U.S. Base Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any, or of any change to the Canadian Dollar Availment Limit or the U.S. Dollar Availment Limit, if any. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur a fee.

8.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Canadian Dollar Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

9. AMENDED AND RESTATED AGREEMENT

☐ 9.01 This Agreement hereby amends and restates the _[Not Applicable]__________________
(Insert name of agreement)

Agreement dated the ____________ day of ___________________________, ________, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

☐ 9.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.

☐ 9.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Documents (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents") , and the undersigned acknowledges that Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.

☐ 9.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.

☐ 9.05 This Article 9 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 9 are without novation.

10. GENERAL

10.01 The provisions of the attached Addendum, if any, shall be incorporated into this Agreement and form part hereof.

10.02 The Bank's statements for the Canadian Dollar Account at any time shall constitute prima facie evidence of the Canadian Dollar Availment and the Bank's statements for the U.S. Dollar Account at any time shall constitute prima facie evidence of the U.S. Dollar Availment.

10.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.

10.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.

10.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

10.06 Subject to Article 9 above (if applicable), this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.

10.07 The undersigned agrees that the balance shown in any statement of: (a) the Canadian Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Canadian Dollar Availment as at the date of the statement; and (b) the U.S. Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the U.S. Dollar Availment as at the date of the statement.

10.08 All payments relating to the Canadian Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars and all payments relating to the U.S. Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in U.S. dollars. All other amounts owing hereunder shall be paid in Canadian dollars except as otherwise provided herein.

In the event the Bank is required to recover any amount owing hereunder by way of judicial proceeding, or otherwise, all amounts owing hereunder shall be payable in Canadian dollars. Notwithstanding the foregoing, any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

For purposes of recovery by the Bank of amounts debited to the U.S. Dollar Account, the Canadian Dollar Equivalent Amount shall apply, with the applicable rate of currency conversion being no less than the rate of conversion at the time of default hereunder or the time of demand hereunder, whichever is greater.

10.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.

10.10 Time shall be of the essence of this Agreement.

10.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.

10.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la presente convention et tous les documents s y rattachant soient rediges et signes en anglais.*

[SIGNATURE PAGE FOLLOWS]

By executing this Agreement below the undersigned hereby agrees to foregoing terms and conditions.

DATED as of the date set forth above

Witness required for each individual (i.e., natural person) borrower who signs. Witness not required if the borrower is a corporation or other entity.

Witnesses:

2131413 ONTARIO LIMITED
(Name of Entity)

Name ______ Address ______	By: ______ Name ______ Joe Gatti Title ______ Vice President
Name ______ Address ______	By: ______ Name ______ Title ______
Name ______ Address ______	By: ______ Name ______ Title ______
Name ______ Address ______	By: ______ Name ______ Title ______
Name ______ Address ______	By: ______ Name ______ Title ______

ADDENDUM TO THE COMBINED CANADIAN & / OR US DOLLAR OPERATING LOAN AGREEMENT

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Combined Canadian &/or US Dollar Operating Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to:
Please see Term Sheet Dated August 25, 2009

To the extent there is any conflict between the terms and conditions of the Operating Loan Agreement and the Term Sheet dated August 25, 2009 (as amended, if applicable) the terms and conditions of the Term Sheet shall govern

Attached is Exhibit G

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Financial Group

Combined Canadian & / or US Dollar Operating Loan Agreement

To: Bank of Montreal

Date: October 5, 2009

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

1.01 "Account" shall mean either the Canadian Dollar Account or the U.S. Dollar Account, and "Accounts" shall mean both.

1.02 "Canadian Dollar Account" shall mean Account No. ________________________ at the Bank.

1.03 "Canadian Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the Canadian Dollar Account (including, without limitation, cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the Canadian Dollar Account for which the Bank has given value.

1.04 "Canadian Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit which the undersigned advises the Bank by notice as herein provided is to be available for the Canadian Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the Canadian Dollar Availment Limit more than ________ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ __________ will be charged for each additional change that month.

1.05 "Canadian Dollar Equivalent Amount" shall mean, at any time, the amount of Canadian dollars into which U.S. dollars may be converted at the Bank's applicable selling rate at such time.

1.06 Facility Fee" shall mean a fixed monthly fee of $ _____________.

1.07 "Loan" shall mean, the credit facility (if any) provided pursuant to this Agreement, and the amount of the Loan shall be, at any time, the aggregate amount of any Canadian Dollar Availment and of the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment at such time. For greater certainty, it is understood that such aggregate amount shall only be comprised of debit balances for the Canadian Dollar Availment and the Canadian Dollar Equivalent Amount of any U.S. Dollar Availment.

1.08 "Loan Limit" shall mean Ten Million Canadian Dollars ($ 10,000,000) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

1.09 "Loan Rate" shall mean (a) in respect of a Canadian Dollar Availment, a rate equal to the Bank's Prime Rate plus [See Term Sheet] per cent (_________%) per annum; and (b) in respect of a U.S. Dollar Availment, a rate equal to the Bank's U.S. Base Rate plus [See Term Sheet] per cent (__________%) per annum.

1.10 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is ____ per cent (______ %) per annum.

1.11 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is ________________________________ per cent (_________ %) per annum.

1.12 "U.S. Base Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in U.S. dollars in Canada and designated by the Bank as its U.S. Base Rate. The U.S. Base Rate on the date hereof is ______________________________ percent (________%) per annum.

1.13 "U.S. Dollar Account" shall mean Account No.:____________________________________ at the Bank.

1.14 "U.S. Dollar Availment" shall mean, at any time, the aggregate of all amounts debited to the U.S. Dollar Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the U.S. Dollar Account for which the Bank has given value.

1.15 "U.S. Dollar Availment Limit" shall mean, at any time, that portion of the Loan Limit in Canadian dollars which the undersigned advises the Bank by notice as herein provided is to be available for the U.S. Dollar Availment, subject to Bank approval, or such other amount as the Bank may determine from time to time. If it is necessary to change the U.S. Dollar Availment Limit more than ________ times in any one calendar-month period (whether on account of a request by the undersigned or due to activity on the Accounts, or as otherwise deemed necessary by the Bank) a fee of Cdn$ ____________________ will be charged for each additional change that month.

2. ACCOUNT

2.01 Cheques drawn and debits of other kinds made (including, without limitation, transfers and withdrawals), (a) on the Canadian Dollar Account shall be drawn in Canadian dollars, and (b) on the U.S. Dollar Account shall be drawn in U.S. dollars.

2.02 The undersigned shall use each of the Accounts for business purposes only.

2.03 The Bank is authorized to debit (a) the Canadian Dollar Account for all fees and interest relating to the Canadian Dollar Availment; (b) the U.S. Dollar Account for all fees and interest relating to the U.S. Dollar Availment; and (c) either of the Accounts for any costs, charges and expenses relating to the Loan and/or the Accounts including without limitation those referred to in (a) and (b) above and those referred to in paragraph 7.01.

3. PAYMENT/CHARGING OF FEES

3.01 The undersigned shall pay the Facility Fee to the Bank on the last day of each month, in addition to all other fees applicable to the Accounts. Notwithstanding paragraph 1.06, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and other standard reporting services provided by the Bank in connection with each of the Accounts.

3.02 Fees charged in respect of changes to the Canadian Dollar Availment Limit, or the U.S. Dollar Availment Limit, pursuant to paragraphs 1.04 and 1.15 respectively, may be charged to either Account at any time. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur in a fee.

4. INTEREST

4.01 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the Canadian Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.02 The undersigned shall, both before and after demand or judgment, pay interest at the applicable Loan Rate on the daily closing balance of the U.S. Dollar Availment, such interest to be calculated and payable monthly on the last day of each month.

4.03 The Bank may in its discretion charge interest at the Overdraft Rate on the amount of the Loan that exceeds the Loan Limit daily, and the undersigned shall, both before and after demand or judgement, pay such interest, which interest will be calculated and payable monthly on the last day of each month.

4.04 Nothing herein shall oblige the Bank to permit (a) the Canadian Dollar Availment to exceed the Canadian Dollar Availment Limit, (b) the US Dollar Availment to exceed the US Dollar Availment Limit or (c) the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or $100, whichever is greater, and a $5 overdraft handling charge.

5. DEMAND AND TERMINATION

5.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan hereunder and demand payment of the Loan by notice as herein provided.

5.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM EITHER OR BOTH OF THE ACCOUNTS UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

6. DOCUMENTATION

6.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:

(a) any security required by the Bank; and

(b) all other documents and information required by the Bank.

6.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

7. COSTS

7.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

8. NOTICES

8.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate, the U.S. Base Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any, or of any change to the Canadian Dollar Availment Limit or the U.S. Dollar Availment Limit, if any. It is the responsibility of the undersigned to contact the Bank prior to requesting changes pursuant to paragraphs 1.04 and 1.15 to determine whether or not the requested change would incur a fee.

8.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Canadian Dollar Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

9. AMENDED AND RESTATED AGREEMENT

☐ 9.01 This Agreement hereby amends and restates the _[Not Applicable]__________________
(Insert name of agreement)

Agreement dated the ____________ day of ___________________________, ________, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

☐ 9.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.

☐ 9.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Documents (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents") , and the undersigned acknowledges that Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.

☐ 9.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.

☐ 9.05 This Article 9 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 9 are without novation.

10. GENERAL

10.01 The provisions of the attached Addendum, if any, shall be incorporated into this Agreement and form part hereof.

10.02 The Bank's statements for the Canadian Dollar Account at any time shall constitute prima facie evidence of the Canadian Dollar Availment and the Bank's statements for the U.S. Dollar Account at any time shall constitute prima facie evidence of the U.S. Dollar Availment.

10.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.

10.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.

10.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

10.06 Subject to Article 9 above (if applicable), this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.

10.07 The undersigned agrees that the balance shown in any statement of: (a) the Canadian Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Canadian Dollar Availment as at the date of the statement; and (b) the U.S. Dollar Account provided to the undersigned shall be deemed to be a correct and accurate statement of the U.S. Dollar Availment as at the date of the statement.

10.08 All payments relating to the Canadian Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars and all payments relating to the U.S. Dollar Availment made by the undersigned pursuant to this Agreement shall be paid in U.S. dollars. All other amounts owing hereunder shall be paid in Canadian dollars except as otherwise provided herein.

In the event the Bank is required to recover any amount owing hereunder by way of judicial proceeding, or otherwise, all amounts owing hereunder shall be payable in Canadian dollars. Notwithstanding the foregoing, any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

For purposes of recovery by the Bank of amounts debited to the U.S. Dollar Account, the Canadian Dollar Equivalent Amount shall apply, with the applicable rate of currency conversion being no less than the rate of conversion at the time of default hereunder or the time of demand hereunder, whichever is greater.

10.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.

10.10 Time shall be of the essence of this Agreement.

10.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.

10.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la presente convention et tous les documents s y rattachant soient rediges et signes en anglais.*

[SIGNATURE PAGE FOLLOWS]

By executing this Agreement below the undersigned hereby agrees to foregoing terms and conditions.

DATED as of the date set forth above

itness
quired for
ch
dividual
e., natural
rson)
rrower who
gns. Witness
t required if
e borrower
a
rporation or
her entity.

Witnesses:

787755 ONTARIO LIMITED
(Name of Entity)

______	By: ______
Name ___	Name ___ Peter Welipa
Address ___	Title ___ President
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___
______	By: ______
Name ___	Name ___
Address ___	Title ___

ADDENDUM TO THE COMBINED CANADIAN & / OR US DOLLAR OPERATING LOAN AGREEMENT

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Combined Canadian &/or US Dollar Operating Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to:
Please see Term Sheet Dated August 25, 2009

To the extent there is any conflict between the terms and conditions of the Operating Loan Agreement and the Term Sheet dated August 25, 2009 (as amended, if applicable) the terms and conditions of the Term Sheet shall govern

Attached is Exhibit H

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

THIS DISCOUNTING FACILITY AGREEMENT dated as of **January 19th 2010** between **787755 Ontario Limited o/a NDT Food Services** (the "**Customer**") and BANK OF MONTREAL (the "**Bank**").

WHEREAS the Customer has requested that the Bank make available to it an uncommitted facility for the discounting of accounts receivable; and

WHEREAS the Bank has agreed to make such a facility available to the Customer subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. INTERPRETATION

1.01 **Definitions.** Capitalized terms used in this Agreement have the meaning given to them in Schedule 1.

1.02 **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein.

1.03 **Schedules.** The following schedules are attached to and form part of this Agreement: Schedule 1 (Definitions), Schedule 2 (Defined Terms Subject to Change), Schedule 3 (Form of Discount Request), Schedule 4 (Form of Buyer Confirmation Letter), Schedule 5 (Head Office and Chief Executive Office) and Schedule 6 (Required Reporting by the Customer). The Bank has the right upon notice to the Customer to add or remove names of Eligible Countries and Eligible Currencies to or from Schedule 2, and to modify the Facility Limit, Buyer Limits, Invoice Limits, Maximum Payment Terms, Adjustment Percentages, Extended Payment Date, Spread and Fees specified therein. Any such addition, removal or modification will only become effective from the time of such notice. The Bank has the right upon notice to the Customer to add or remove reporting requirements outlined in Schedule 6. Forthwith upon giving such notice(s), the Bank or the Servicer will prepare and deliver to the Customer a new Schedule reflecting such additions, removals or modifications, and such new Schedule shall be attached to this Agreement in replacement of the former Schedule, which shall no longer form part of this Agreement.

2. DISCOUNT REQUESTS

2.01 **Form of Requests.** The Customer may from time to time offer to sell to the Bank and request the Bank to purchase an account receivable resulting from a sale of goods or services by the Customer to a buyer (an "**Offered Receivable**") by delivering to the Servicer a request (a "**Discount Request**") in the form of Schedule 3 and Appendix A thereto.

2.02 **Documents to be provided.** Together with any Discount Request the Customer must provide to the Servicer:

(1) signed copies of the final invoice issued by the Customer and sent to the related buyer in respect of the related Offered Receivable, and copies of all other documents evidencing the related sale (including, without limitation, any related master sale agreement between the Customer and the related buyer, with all amendments or supplements thereto);

(2) a signed copy of the bill of lading or other transport document issued in respect of the goods described in the related invoices;

(3) copy of a letter in the form of Schedule 4 (a "**Buyer Confirmation Letter**") addressed and sent to the related buyer, duly completed and signed by the Customer;

(4) when applicable, a duly completed and signed copy of SCHEDULE A pursuant to a Tripartite Agreement; and

(5) signed copies of any guarantee or security granted in favour of the Customer in respect of the related Offered Receivable.

(3) has received the benefit of any guaranty granted in favour of the Customer in respect of the related Offered Receivable, and is satisfied that any notice, filing or registration that may be required to perfect or render opposable to third parties any security granted in favour of the Customer in respect of such Offered Receivable have been made; and

(4) has obtained credit-risk insurance cover from an insurer under the Bank's own policy or has received a duly acknowledged and signed copy of SCHEDULE A pursuant to a Tripartite Agreement.

3.02 **Payment of Discounted Proceeds.** Once the Servicer has determined that the conditions described in Section 3.01 have been met (unless waived by the Bank, without affecting any of its rights against the Customer), the Bank shall, on a subsequent Business Day, pay to the Customer an amount equal to the Discounted Proceeds of such Purchased Receivable less the sum of any related Fees then payable, as directed in writing by the Customer in the related Discount Request, and, on such Business Day (the "**Effective Discount Date**"), such Purchased Receivable shall be sold to and purchased by the Bank, without the need for any further instrument or agreement.

3.03 **Adjustment of Discounted Proceeds.** If the Bank receives proceeds of any Purchased Receivable in excess of the related Adjusted Purchased Receivable, then the Bank shall remit to the Customer the excess funds received net of any applicable fees and as soon as possible after the actual settlement of such proceeds.

3.04 **No Assumption.** No sale to and purchase by the Bank of any Offered Receivable will result in any assumption by or transfer to the Bank of any obligation or liability of the Customer under or in connection with the sale giving rise to such Offered Receivable or the related goods. The Customer remains solely liable for the performance of such obligations and the satisfaction of such liability.

4. FEES

The Customer will pay to the Bank:

(1) a Processing Fee, in connection with any Offered Receivable, upon the remittance of the Discounted Proceeds to the Customer (if the Bank accepts to purchase the related Offered Receivable) or at any time after notice of the Bank's decision is given to the Customer (if the Bank refuses to purchase such Offered Receivable);

(2) a Purchase Fee, in connection with any Offered Receivable which the Bank has accepted to purchase, upon the remittance of the Discounted Proceeds to the Customer;

(3) a Tracking Fee, in connection with any Offered Receivable which the Bank has refused to purchase, at any time after notice of the Bank's decision to refuse to purchase the related Offered Receivable is given to the Customer;

(4) a Risk Taking Fee in connection with any Offered Receivable which the Bank has accepted to purchase, upon the remittance of the Discounted Proceeds to the Customer, when such Offered Receivable was not covered under a SCHEDULE A pursuant to a Tripartite Agreement;

(5) a Buyer Fee, (a) when any Discount Request refers to a buyer for the first time, at any time after notice of the Bank's decision to accept or to refuse to purchase the related Offered Receivable is given to the Customer, and (b) each time the Bank or the Servicer advises the Customer that it has reconsidered or maintained the Buyer Limit in respect of a buyer (but not more than once in respect of such buyer during each period of one year from the date of this Agreement or from any anniversary date thereof), upon the giving of such advice to the Customer; and

(6) a Facility Maintenance Fee, upon signing and every anniversary date of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

The Customer warrants and represents to the Bank as follows:

5.01 **Valid Existence and Good Standing.** It is validly in existence and in good standing under the laws of Canada or one of its provinces, and it has full power and authority to own its assets and to carry on its business.

5.02 **Head and Chief Executive Offices.** The Customer's head office and chief executive office are located at the addresses set out in Schedule 5.

5.03 **Affiliates.** The Customer has no Affiliate other than the ones disclosed in writing from time to time to the Bank and the Servicer.

5.04 **No Default.** No sale giving rise to an Offered Receivable nor the performance of the obligations provided thereunder breaches or results in a default under any law, regulation, rule or order applicable to the Customer. No sale to the Bank of any Offered Receivable nor the performance of the obligations provided thereunder breaches or results in a default under the sale giving rise to such Offered Receivable or any material contract to which the Customer is a party.

5.05 **Licences.** The Customer and the related buyer have obtained all licences, permits, consents and authorizations required in connection with the sale giving rise to any Offered Receivable.

5.06 **Performance of Obligations.** The Customer has duly performed all of its obligations in accordance with the terms and conditions of the sale giving rise to any Offered Receivable.

5.07 **Unencumbered Ownership.** The Customer is the sole and true owner of any Offered Receivable, free and clear of any security interest, lien, charge or other encumbrance in favour of any person other than the Bank.

5.08 **No Repudiation.** No buyer has advised the Customer that it has repudiated or disputes its obligation to pay any Offered Receivable, and the Customer is not aware of any basis for any such buyer to do so.

5.09 **No Reduction.** The Customer is not aware of any basis for the reduction of any Offered Receivable by its set-off against any amounts due to the related buyer by the Customer, nor of any withholding or deduction from any such Offered Receivable on account of any tax or duty.

5.10 **Normal Course.** The sale and the contract or agreement giving rise to any Offered Receivable and the related invoice were respectively entered into and issued in the ordinary course of the Customer's business.

5.11 **No Subordination.** The Customer has not agreed to subordinate the payment of any Offered Receivable to the payment of any other obligations.

5.12 **Power and Authority.** The Customer has full power and authority to enter into, and to exercise its right and perform its obligations under, this Agreement, and it has taken all necessary action to authorize the entry into and performance by it of this Agreement and the transactions contemplated hereby.

6. COVENANTS

The Customer covenants in favour of the Bank as follows:

6.01 **Affiliates.** Concurrently with the execution of this Agreement, to provide the Servicer and the Bank with a complete list of all its Affiliates, and to notify them in writing forthwith upon any person becoming or ceasing to be an Affiliate of the Customer.

6.02 **No Amendment.** Not to amend or modify any Offered Receivable or the underlying invoice(s).

6.03 **<u>No Assignment; No Encumbrance.</u>** Not to assign to any third party any Offered Receivable, and not to create or permit to exist any security interest, lien, charge or other encumbrance on any such Offered Receivable in favour of any person other than the Bank.

6.04 **<u>No Additional Invoice.</u>** Not to issue any invoice other than the invoice delivered to the Servicer under <u>Section 2.02(1)</u> in respect of any Offered Receivable.

6.05 **<u>Remittance of Proceeds.</u>** To receive as agent for the Bank and to remit to the Bank, via the Servicer, any proceeds of any Purchased Receivable that are paid to the Customer notwithstanding the sale of such Purchased Receivable to the Bank, immediately after receipt of such payment.

6.06 **<u>Notice.</u>** To promptly notify the Bank if any of the representations and warranties made under this Agreement (including in any Discount Request) ceases to be true and accurate in any material respect.

6.07 **<u>Policy Management.</u>** That when a Tripartite Agreement has been entered into, the Customer shall manage the underlying credit risk insurance policy with care and diligence to ensure all terms and conditions of such policy are met at all times and to immediately report to the Bank and the Servicer any policy breach or mismanagement he may become aware of.

7. <u>RECOURSE, GROSS-UP AND INDEMNITY</u>

7.01 **<u>Limited Recourse.</u>** If the Servicer and the Bank fail to receive the full amount of any Adjusted Purchased Receivable on the Extended Payment Date of the related Purchased Receivable solely as a result of the occurrence of a Limited Recourse Event, then the Customer will pay to the Bank, on demand, an amount equal to 10% of the difference between the amount of such Purchased Receivable and the amount, if any, actually received on account thereof as of the Extended Payment Date thereof, in the related Eligible Currency, plus interest accruing on such amount from and including such Extended Payment Date until payment in full thereof, at an annual rate equal to the sum of the related Discount Rate and 2%. The Customer authorises the Bank to debit his bank account for the settlement of any occurrence covered herewith.

7.02 **<u>Full Recourse.</u>** If the Servicer and the Bank fail to receive the full amount of any Adjusted Purchased Receivable on the Extended Payment Date of the related Purchased Receivable for any reason other than solely as a result of the occurrence of a Limited Recourse Event, then the Bank may, upon written notice to the Customer, require such Customer to, and such Customer shall, purchase such Purchased Receivable from the Bank, and pay the Bank a purchase price equal to the difference between the amount of such Adjusted Purchased Receivable and the amount, if any, actually received on account thereof as of the Extended Payment Date thereof, in the related Eligible Currency, plus interest accruing on such amount from and including such Extended Payment Date until payment in full thereof, at an annual rate equal to the sum of the related Discount Rate and 2%, and upon receipt of such amount by the Bank such Purchased Receivable will be irrevocably sold by the Bank to the Customer without the need for any further instrument or agreement. For greater certainty, the Bank shall have recourse against the Customer as provided in this <u>Section 7.02</u>, if the failure to receive payment is due to an unresolved dispute between the related buyer and the Customer with respect to the obligation of the related buyer to pay such Purchased Receivable or any part thereof, a cause avoidable by the Customer, an Affiliate of the Customer or an agent of any one of these persons, or the insolvency of the Customer. The Customer authorises the Bank to debit his bank account for the settlement of any occurrence covered herewith.

7.03 **<u>Gross-Up.</u>** If any tax, levy, duty or any other amount of any nature is deducted or withheld from any amount paid or credited to the Servicer or the Bank under the terms of this Agreement (including, without limitation, the proceeds of any Purchased Receivable), by reason of any applicable law, regulation, rule or order, or if any charge or fee is deducted from the proceeds of any Purchased Receivable by any bank or other financial institution in the process of transferring such process of transferring such proceeds to the Servicer or the Bank, the Customer shall pay to the Bank, on demand, an amount equal to the amount so deducted or withheld, plus interest at an annual rate equal to the sum of the Prime Rate in force on the related Extended Payment Date and 2%.

7.04 **Indemnification.** The Customer shall indemnify the Bank against:

(1) all expenses and costs (including legal fees and costs) incurred by the Bank in connection with the exercise by the Bank of any of its rights against the Customer under this Agreement;

(2) any claim by any person in connection with any sale giving rise to a Purchased Receivable or the related goods (including claims purporting to enforce against the Bank any liability of the Customer thereunder), and

(3) any loss suffered and expenses and costs (including legal fees and costs) incurred by the Bank as a result of (a) any representation or warranty made by the Customer under this Agreement (including in any Discount Request) ceasing to be true and complete in all material respects, or (b) any breach by the Customer any of its covenants under this Agreement.

8. GENERAL PROVISIONS

8.01 **Termination.** The Bank may, upon giving prior notice to the Customer, terminate the Agreement, provided that such termination shall be without prejudice to any of the rights of the parties under this Agreement in respect of any Purchased Receivable outstanding at the time of such notice.

8.02 **Authorization to Debit Customer's Account.** The Customer authorizes the Bank to debit any of its bank accounts held with the Bank with respect to any payment of any amounts due by the Customer to the Bank under this Agreement.

8.03 **Assignments.** The Customer may not assign any of its rights under this Agreement to any person without the Bank's prior written consent. The Bank may assign all or any portion of its rights under this Agreement upon notice in writing to the Customer.

8.04 **Conversion of One Currency into Another.** Where an amount expressed in one currency has to be expressed into another, or where its equivalent in another currency has to be determined, the calculation is made at the spot rate announced by the Bank for the conversion of the former currency into the latter at the relevant date and time.

8.05 **Judgment Currency.** If judgment is rendered against the Customer for an amount owed under this Agreement and such judgment is expressed in a currency other than the currency in which the amount is owed under this Agreement, then the Customer will pay, on the date of payment of such judgment, an additional amount equal to the excess, if any, of (1) the amount owed under this Agreement, expressed in the currency in which the judgment is expressed as at the date of payment of such judgment, over (2) the amount of the judgement. Any amount owed under this Section 8.05 will bear interest at the rate provided by the judgment and such judgment will not prevent the Bank from recovering any such amount.

8.06 **Notices.** Unless otherwise expressly provided, any notice, report or other communication to be given to a party in connection with this Agreement must be in writing and may be given: (a) for communications to be delivered in original form, by personal delivery, a reputable courier service or regular mail and (b) for communications that may be sent in photocopy or facsimile form, by personal delivery, a reputable courier service, regular mail, telefax or e-mail, as follows:

(1) in the case of the Bank, at its address as indicated opposite its signature on the signature page of this Agreement, or to such other address as the Bank many notify the Customer in accordance herewith;

(2) in the case of the Customer, at its address as indicated opposite its signature on the signature page of this Agreement, or to such other address as the Customer many notify the Bank in accordance herewith; and

(3) in the case of the Servicer, at Brome Financial Corporation Inc., 550 Sherbrooke ouest, Bureau 700, Montréal, (Québec) H3A 1B9, telefax: (514) 842-9638, and e-mail: bmo@Bromeinc.com, or to such other address as the Bank many notify the Customer in accordance herewith.

8.07 **Interest Act (Canada).** For the purpose of this Agreement, whenever interest to be paid hereunder is to be calculated on the basis of 360 days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other number of days in such period, as the case may be.

8.08 **Sharing of Information.** The Customer authorizes the Bank to share with the Servicer any information it has regarding the Customer, it being understood that the Servicer has agreed to preserve the confidential nature of any confidential information provided to it.

8.09 **Entire Agreement.** This Agreement constitutes the entire agreement between the Customer and the Bank with respect to the subject matter hereof.

8.10 **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts and by facsimile, all of which taken together constitute one and the same instrument. A party may execute this Agreement by signing any counterpart.

8.11 **Language Clause.** This Agreement and any notice to be given thereunder respectively are and may be drafted in the English language at the express request of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized signatories as of the date first above written.

Address for notices to the Customer:

787755 Ontario Limited
o/a NDT Food Services

c/o Mr. Mr. Joe Gatti, President
6815 Davand Drive
Mississauga, (Ontario) L5T 1L4

Tel (905) 795-7864
Fax (905) 795-8216
joe@lorettafoods.com

787755 Ontario Limited o/a NDT Food Services

Per: ______________________
Name: Joe Gatti
Title: President

I/We have authority to bind the Customer.

Address for notices to the Bank:

BMO Capital Markets - Trade Finance
1501 McGill College Avenue
Suite 2800 – 28th Floor
Montreal, QC H3A 3M8
Email: nick.dupuis@bmo.com
Fax: (514) 282-5930

BANK OF MONTREAL

Per: ______________________
Name: Nicolas Dupuis
Title: Vice-President, Trade Finance
& Head of Receivable Discounting Services

SCHEDULE 1
DEFINITIONS

"**Adjusted Purchased Receivable**" means, with respect to any Purchased Receivable, the amount equal to the Adjustment Percentage times such Purchased Receivable.

"**Adjustment Percentage**" means, with respect to a buyer, the percentage designated as the Adjustment Percentage for such buyer in Schedule 2.

A person is an "**Affiliate**" of another person if (1) such person is either directly or indirectly controlled by such other person, (2) such person and such other person are both controlled by the same third person, or (3) such person either directly or indirectly controls such person, provided that for the purposes of the foregoing control means either *de facto control or partial control or influence.*

"**Aggregate Purchased Amount**" means, for any day, the aggregate amount of all Purchased Receivables then outstanding.

"**Bank**" has the meaning given in the preamble to this Agreement.

"**Business Day**" means a day other than Saturday and Sunday on which banks are open for business in Montreal and Toronto.

"**Buyer Limit**" means, with respect to a buyer, the amount indicated as the Buyer Limit for such buyer in Schedule 2.

"**Buyer Fee**" has the meaning given in Schedule 2.

"**CAD**" means the lawful currency of Canada.

"**CAD Prime Rate**" means, for any day, the annual rate of interest then announced by the Bank as its reference rate for determining interest rates for commercial loans denominated in CAD made in Canada.

"**Customer**" has the meaning given in the preamble to this Agreement.

"**Discount Rate**" means, with respect to a Purchased Receivable, (1) if such Purchased Receivable is denominated in CAD, the CAD Prime Rate, and (2) if such Purchased Receivable is denominated in USD, the USD Base Rate, in each case determined on the Effective Discount Date, plus the Spread.

"**Discount Request**" has the meaning given in Section 2.01.

"**Discounted Proceeds**" means, with respect to a Purchased Receivable, the amount equal to A divided by (1 + (B times C divided by D)), rounded to the nearest unit of the related Eligible Currency, where A is the Adjusted Purchased Receivable, B is the Discount Rate, C is the number of days in the period from and including the related Effective Discount Date to and excluding the Extended Payment Date of such Purchased Receivable, and D is 365 if the Purchased Account Receivable is expressed in CAD or 360 if it is expressed in USD.

"**Effective Discount Date**" has the meaning set out in Section 3.02.

"**Eligible Country**" means a country designated from time to time as an Eligible Country in Schedule 2.

"**Eligible Currency**" means a currency designated from time to time as an Eligible Currency in Schedule 2.

"**Eligible Receivable**" means an account receivable arising out of a contract under which a buyer purchases good or services from the Customer, which contract is evidenced by a final invoice expressed in Eligible Currency in an amount no greater than the related Invoice Limit, payable no later than the related Maximum Payment Terms after the date of such invoice, and issued to such buyer at an address located in an Eligible Country. Any invoice related to any Eligible Receivable, issued by the Customer to any given buyer, shall be required to bear a clause to the effect that such invoice must be paid directly to Bank of Montreal as outlined in Schedule 3.

"**Extended Payment Date**" means the date designated as the Extended Payment Date in Schedule 2.

"**Facility Limit**" means the amount indicated as the Facility Limit in Schedule 2.

"**Facility Maintenance Fee**" has the meaning given in Schedule 2.

"**Fees**" means the Buyer Limit Fee, the Facility Maintenance Fee, the Forwarding Fee, the Processing Fee, the Purchase Fee and the Risk Taking Fee.

"**Invoice Limit**" means, with respect to a buyer, the amount designated as the Invoice Limit for such buyer in Schedule 2.

"**Limited Recourse Event**" means, with respect to a Purchased Receivable,

(1) the failure by the related buyer to pay all or any part of such Purchased Receivable due to circumstances in which the financial affairs of such buyer have resulted in the reorganization or winding-up of the financial affairs of such buyer under the bankruptcy or insolvency laws of such buyer's country;

(2) the failure by the related buyer to pay by the related Payment Date all or any part of such Purchased Receivable in respect of which goods were delivered to and accepted by such buyer;

(3) the failure of the related buyer to pay all or any part of such Purchased Receivable in situations where the related buyer failed or refused the goods before the expiry of thirty (30) days from the date on which the goods where placed at such buyer's disposal in accordance with the delivery terms set out in the related sale, where such failure or refusal is not excused by and does not arise from any breach of contract on the part of the Customer;

(4) the operation of a law or any governmental directive having the force of law in the related buyer's country which restricts or prevents the conversion or transfer of currency, and as a consequence prevents such buyer from making any payment required to be made to the Bank pursuant such Purchased Receivable; or

(5) the failure of the related buyer to pay all or any part of such Purchased Receivable due to war or hostilities between two or more countries, or rebellion, revolution, insurrection, civil commotion, acts of political terrorism or other political disturbance of a similar nature, in any country other than Canada, excluding however any such failure resulting from the occurrence of a risk that is within the scope of marine cargo insurance available under *The War, Strikes, Riots and Civil Commotions Clause* of the London or American Institute on the date the goods (in respect of which such Purchased Receivable arose) were shipped to a destination outside Canada, whether or not such insurance was placed.

"**Maximum Payment Terms**" means, in respect of a buyer, the number of calendar days designated as the Maximum Payment Terms for such buyer in Schedule 2.

"**Offered Receivable**" has the meaning given in Section 2.01.

"**Payment Date**", in respect of a Purchased Account Receivable, means the date on which such Purchased Account Receivable becomes due and payable.

"**Processing Fee**" has the meaning given in Schedule 2.

"**Purchase Fee**" has the meaning given in Schedule 2.

"**Purchased Receivable**" means any Offered Receivable which the Bank, in its sole and absolute discretion, has accepted to purchase, as provided in this Agreement.

"**Risk Taking Fee**" has the meaning given in Schedule 2.

"**Servicer**" means Brome Financial Corporation Inc. or such other person that the Bank may from time to time designate in writing as Servicer for the purposes of this Agreement.

"**Spread**" means the annual rate expressed as a percentage designated from time to time as the Spread in Schedule 2.

"**Tracking Fee**" has the meaning given in Schedule 2.

"**Tri-Partite Agreement**" shall mean a "Tripartite Agreement for sold accounts entered into by the Customer, the Bank and Export Development Canada and possibly Compagnie Française d'Assurance pour le Commerce Extérieur – Canada Branch" relative to a credit risk insurance policy contracted directly by the Customer. SCHEDULE A to a Tripartite Agreement means the insurer's official form labelled as such used to list sold accounts.

"**USD**" means the lawful currency of the United States of America.

"**USD Base Rate**" means, for any day, the annual rate of interest then announced by the Bank as its reference rate for determining interest rates for commercial loans denominated in USD made in Canada.

SCHEDULE 2
DEFINED TERMS SUBJECT TO CHANGE
Customer: 787755 Ontario Limited o/a NDT Food Services
(version no. 1 dated January 19th 2010)

1. **Facility Limit:** USD 10,000,000 (or CAD equivalent)
2. **Buyer Limits:** Unless specifically listed in Appendix 1 to Schedule 2, no individual Buyer Limit shall exceed the sum of USD 5,000,000 for buyers where sales are denominated in USD or CAD 5,000,000 for buyers where sales are denominated in CAD. In all instances, no Buyer Limit shall exceed the amount of available credit-risk insurance in place to cover any given buyer. If EDC provides limits in CAD for USD labelled transactions then the Bank may convert such limits at a foreign exchange conversion rate set at the Bank's complete discretion.
3. **Invoice Limits:** Unless specifically listed in Appendix 1 to Schedule 2, no individual invoice may exceed USD or CAD 2,000,000 – Invoices having a value of less than 300,000 are not eligible.
4. **Maximum Payment Terms:** The lesser of the term allowed under the credit risk insurance policy used to cover the Purchased Receivable and a maximum not exceeding 90 days in all cases.
5. **Adjustment Percentages:** 90% for each buyer
6. **Eligible Countries:** United States of America & Canada
7. **Eligible Currencies:** CAD and USD
8. **Extended Payment Date:** the date which is 20 days after the scheduled Payment Date of such Purchased Receivable. If an invoice exceeds the set Extended Payment Date, the Bank may, at its sole discretion, re-extend the Extended Payment Date to cover a new maturity and charge the Customer additional interest and fees for doing so.
9. **Spread:** 1.75% - 2.75% when paid beyond initial discount period for additional period
10. **Fees**

(a) **Processing Fee:**

Invoice Term	Processing Fee Percentage	Applicable Minimum
30 days	0.35%	$3,500
60 days	0.45%	$4,500
90 days	0.55%	$5,500

- The Processing Fee is calculated by identifying the Processing Fee Percentage (second column) for the applicable Invoice Term (first column) and multiplying such percentage by the initial face value of each Offered Receivable. This fee is subject to the minimum amount set out in the third column. In the case of a Tracked Receivable, the applicable Processing Fee Percentage shall be determined by calculating the period going from the date an Offered Receivable becomes a Tracked Receivable to the Extended Payment Date instead of the period going from the date of purchase to the Extended Payment Date.
- The Processing Fee and applicable minimum shall be calculated and payable in United States dollars if the Offered Receivable is denominated in United States dollars; otherwise the Processing Fee and applicable minimum shall be calculated and payable in Canadian dollars. For the purpose of this calculation, each Discount Request denominated in a foreign currency (other than United States dollars) shall be converted to Canadian dollars using the Bank's official rate of exchange applicable on the day of calculation.
- Processing fees of at least USD 35,000 are due in the 1st year following this agreement's signature. If processing fees charged on the ongoing volume do not reach this minimum, the shortfall will be due in the month following the 1st anniversary date.

(b) **Tracking Fee:** Nil (c) **Purchase Fee:** Nil (d) **Risk Taking Fee:** Nil

(e) **Buyer Fee:** A fee to cover the analysis and processing of any additional/new Buyer Limit requirement when such processing is required to satisfy the needs of the Policy's discretionary limit shall also be paid at the equivalent rate to that charged by the Insurer and the Servicer.

(f) **Facility Maintenance Fee:** 0.25% of the Facility Limit

(g) **Setup Fee:** 0.25% of the Facility Limit.

The above fees will be increased by the amount of any applicable taxes the Bank or the Servicer must legally apply.

787755 Ontario Limited o/a NDT Food Services

Acknowledged on this **19th day of January 2010**

Per: ______________________
Name: Joe Gatti
Title: President

I/We have authority to bind the Customer.

Appendix 1 to
SCHEDULE 2 - DEFINED TERMS SUBJECT TO CHANGE
Customer: 787755 Ontario Limited o/a NDT Food Services
(version no. 1 dated January 19th 2010)

Specific Buyer limits & invoice limits not falling in general parameters outlined on SCHEDULE 2:

Buyer	BMO Buyer Limit	Invoice Limit on this Buyer

SCHEDULE 3
FORM OF DISCOUNT REQUEST

Bank of Montreal c/o
Brome Financial Corporation Inc.
550 Sherbrooke ouest, Bureau 700,
Montréal, (Québec) H3A 1B9

Attention: Sandra Stone or Thamar Abdu

Re: Discounting Facility Agreement (the "Agreement") dated January 14th 2010 between 787755 Ontario Limited o/a NDT Food Services (the "Customer") and Bank of Montreal (the "Bank")

Dear Sirs, Madams,

We hereby request that the Bank purchase the Offered Receivable(s) in Appendix A attached hereto (all capitalized terms used in this letter have the meanings given to them by the Agreement):

Should the Bank accept to purchase any of the accounts receivable listed in the Discount Request, we request that the related Discounted Proceeds be paid via credit to our account on your books.

We enclose the documents required under Section 2.02 of the Agreement which we have not yet provided to you and certify that these are identical in all aspects to those delivered to the underlying buyer.

We confirm that no guarantee or security has been granted in favour of the Customer in respect of the Offered Receivable described in Appendix A attached hereto.

The original of each invoice were delivered to the respective buyer along with the confirmation letter and that the goods we delivered to the buyer are per the specifications of the underlying contract of purchase order.

We confirm that, with respect to the Offered Receivable which is the object of this Discount Request:

> the Customer has not been party to any action which is prohibited by Canada's *Corruption of Foreign Public Officials Act* or that is prohibited by the criminal laws of any other country in which the Customer's business is located that deal with corruption or the bribery of public officials, and
>
> the goods sold under the invoices listed on Appendix A attached hereto have a Canadian content of at least 40% of the value of such invoices.
>
> All invoices to Buyer(s) listed on Appendix A attached hereto, as opposed to selected invoices, have been remitted to the Bank as Offered Receivables.
>
> With respect to the invoices listed in Appendix A hereto, in all cases, the underlying goods have been shipped to the Buyer(s) in strict compliance with the underlying purchase order(s) or contract(s).

We confirm that all representations and warranties made in the Discounting Facility Agreement remain true and accurate.

We confirm that an electronic copy (in Excel spreadsheet format) of Appendix A attached hereto, has concurrently been forwarded to the Servicer via Email.

Yours truly,

787755 Ontario Limited o/a NDT Food Services
Per: ____________________
Name: Peter Nappa
Title: President

Per: ____________________
Name: Joe Gatti
Title: V.P.

I/We have authority to bind the Customer.

Signed this 19th day of Jan, 2010.

Appendix A to Schedule 3 of Discounting Facility Agreement

Form of Discount Request - prepare on spreadsheet per "buyer"

Signed this ____ day of ____________

Exporter's Name:

Exporter No.

BMO DATA	EDC DATA
BMO Exporter Limit:	
BMO Invoice Limit:	EDC Policy Type:
BMO Buyer Limit:	EDC Buyer limit:
BMO Max Term:	EDC Max Term:

Appendix A No.:
of

Exporter's accounts with BMO
USD Account:
CAD Account:

BUYER DATA	
Buyer Name:	
Address	Contact:
City	Tel:
State / Country	Fax:
Postal/Zip	
Buyer No.	

Invoice No.	Invoice Date Issued	Invoice - Due Date	Actual Term shown on invoice (i.e. 30/ 60/90)	Currency	Invoice Amount	(Date Shipped) Date of Transport Document	Within Invoice Limit ?	Within BMO & EDC Terms ?

Sub-total for invoices listed above: 0.00

otal other invoices already sold to BMO due by this Buyer and remaining unpaid:

Grand Total - Proposed outstanding for this Buyer: 0.00

Is proposed grand-total within BMO Buyer Limit ?
Is proposed grand-total within EDC Buyer Limit ?

787755 Ontario Limited o/a NDT Food Services

Per: ______________________

Name:

Title:

Per: ______________________

Name: Joe Gatti

Title: V.P.

I/We have authority to bind the Customer.

SCHEDULE 4
FORM OF BUYER CONFIRMATION LETTER

[•buyer]
street address
City, State/Prov. Zip/PC
Attention: Mr. / Mrs. ____

Madam or Sir:

To support the rapid growth of our organization, we have retained the services of Bank of Montreal (the "**Bank**") to assist with the financing and management of accounts receivable payable by our valued customers. Therefore please be advised that we have offered to sell to Bank of Montreal the accounts receivable evidenced by the following invoices issued to you (the "**Offered Receivables**"):

Invoice No.	Invoice Date Issued	Invoice - Due Date	Actual Term shown on Invoice (i.e. 30/ 60/90)	Currency	Invoice Amount
--------	--------	--------	--------		--------
--------	--------	--------	--------		--------
--------	--------	--------	--------		--------
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--------	--------	--------	--------		--------
--------	--------	--------	--------		--------
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--------	--------	--------	--------		--------
		Sub-total for Invoices listed above:			0.00

Furthermore, please be advised that Bank of Montreal has retained the services of Brome Financial Corporation Inc. (the "**Servicer**") to assist them with processing of this business. Should Bank of Montreal or Brome Financial Corporation Inc. contact you to verify any information, please cooperate with them and accommodate any reasonable request they may have.

All payments of any invoice made to you by us (any currently outstanding invoices or any future invoices) should be made to the Bank and to its order at the following address: **Bank of Montreal, P.O. Box 12561, Succ Centre-Ville, Montreal Quebec, H3C 6R1**

To assist us in this process, would you be so kind as to confirm your acceptance of this notice of assignment in signing this present document where indicated and faxing it to Brome at **1 (514) 842-9638** c/o Credit Department at your earliest convenience.

787755 Ontario Limited o/a NDT Food Services

per: ______________________________
Name:
Title:

The undersigned confirms that the services described in the invoices described above were rendered and / or that the goods described in such invoices were delivered in good condition in each case to the undersigned's satisfaction. The undersigned further confirms that the amounts of these invoices will be paid to Bank of Montreal on their respective due dates without set off or any other reduction at the address indicated above or as otherwise directed by the Bank.

[•]

per: ______________________________

Name:
Title:
Tel No.:
Date: ______________________________

SCHEDULE 5
HEAD OFFICE AND CHIEF EXECUTIVE OFFICE

The Customer, **787755 Ontario Limited o/a NDT Food Services,** has its head office located at the address shown below; it's chief executive office (that is, the Customer's place of business, if it only has one place of business, or, if it has more than one place of business, that place of business where most of the executive decisions are made in respect of the Customer) is located at the same address or at the address shown below.

Head office:	6815 Davand Drive Mississauga, (Ontario) L5T 1L4
Chief executive office:	6815 Davand Drive Mississauga, (Ontario) L5T 1L4
Other office(s) where invoices are issued and normally payable	Nil.

SCHEDULE 6
REQUIRED REPORTING BY THE CUSTOMER
Customer: 787755 Ontario Limited o/a NDT Food Services

a) The Customer shall deliver to the Bank, by the 15th day of each month, a complete aged list of the Customer's trade accounts payable.

b) On demand, supply any additional information the Bank, the Servicer or the Insurer may request from time to time.

INFORMATION DISCLOSURE CONSENT, RELEASE AND INDEMNITY

TO: Bank of Montreal (the "Bank")

WHEREAS:

(1) The undersigned (the "Customer") has requested an accounts receivable discounting facility from the Bank. If approved by the Bank (acting in its sole discretion), this facility will be evidenced by a discounting facility agreement to be signed between the Customer and the Bank (the "Facility Agreement").

(2) The Bank may wish to insure its risk under the Facility Agreement with Export Development Canada or with any other credit risk insurer approved by the Bank from time to time (each an "Insurer").

(3) The Bank has retained the services of Brome Financial Corporation Inc. or such other person that the Bank may from time to time designate (each a "Servicer") to assist with the analysis, due-diligence and processing necessary for the establishment and maintenance of its receivable discounting facilities.

(4) In connection with the analysis, due-diligence and processing necessary for the Bank to consider the Customer's request for a receivable discounting facility and, if approved, for the establishment and maintenance of such facility, it will from time to time be necessary for the Bank to communicate information concerning the Customer to the Servicer and to an Insurer.

NOW THEREFORE, in consideration of the Bank processing the Customer's request for a receivable discounting facility, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer agrees as follows:

(1) The Customer consents to the Bank providing from time to time to an Insurer and the Servicer any information, confidential or otherwise, the Bank has, or may in the future obtain, pertaining to the Customer including, but not limited to, credit information, financial statements (audited or unaudited), accounting records such as receivable and payable listings, payment history, business plans, company history and corporate organization (**"Information"**).

(2) This agreement is in addition to (and in no way limits or restricts) any rights which the Bank may have under any other agreement or agreements between the Bank and the Customer, including under the Facility Agreement.

(3) This agreement does not represent a statement of intent or commitment, implied or otherwise, on the part of the Bank, to advance any money, lend any funds, purchase or discount any accounts receivable from the Customer, or approve of the Customer's request for a receivable discounting facility.

(4) The Customer agrees that the Bank shall not be liable, in any manner whatsoever, for any losses, costs or damages which the Customer may suffer owing to the Bank's release of Information to an Insurer and the Servicer. The Customer agrees that the Bank shall have no responsibility to review or analyze Information prior to releasing it to an Insurer and the Servicer.

(5) The Customer agrees to indemnify and save the Bank harmless from all present and future liabilities, obligations, losses, damages, judgments, claims, actions, causes of action, costs, expenses and disbursements of any kind, including, but not limited to, legal fees and disbursements, which may be imposed upon, incurred or sustained by or asserted against the Bank in connection with the Bank providing Information to an Insurer and the Servicer or in connection with this agreement. The Customer shall not be entitled to sue or commence an action against the Bank to recover any losses suffered or costs or expenses incurred by the Bank providing Information to an Insurer or the Customer or in connection with this agreement.

(6) This agreement is continuing and shall remain in full force and effect for so long as the Bank is processing the Customer's request for a receivable discounting facility and, if approved, for so long as the Facility Agreement is in effect. Sections 2, 3, 4 and 5 shall survive termination of this agreement.

Dated as of this 19th day of January 2010

787755 Ontario Limited o/a NDT Food Services

Per: ______________________
Name: Joe Gatti
Title: President

I/We have authority to bind the Customer.

Attached is Exhibit I

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

Borrower(s)	787755 Ontario Ltd. and/or 2131413 Ontario Ltd. and/or 2110458 Ontario Inc. (collectively the "Borrowers").
Lender	Bank of Montreal (the "Lender" and/or "BMO").
Guarantors	All key Shareholders and Cross Guarantees between all Borrowers and Holding Companies.
Credit Facilities	The sum total of all outstandings between the respective borrowers are not to exceed the following:
Facility A:	Demand Revolving Operating Facility of Cdn$7,500,000 reducing to: • **$5,000,000 on or before July 31, 2010** • **$3,500,000 on or before Aug 31, 2010**
Facility B:	Treasury Facility $0: Cancelled
Facility C:	Corporate MasterCard Facility: • **C$50,000 to be included within Facility A margin calculation.**
Facility D:	BMOCM Trade Finance, EDC Insured Invoice Discount Facility: • **US$13,500,000*** ***Note:** New invoice discounting proceeds to be used to reduce Facility A to $3,500,000 in two stages as per above.
Purpose	Facility A: For general operating and working capital purposes. Facility B: Cancelled Facility C: To assist in managing corporate expenses Facility D: To purchase certain predetermined EDC insured accounts receivables.

FACILITY A

Type and Amount	Demand Revolving Operating Facility: $7,500,000 reducing to: **$5,000,000 on or before July 31, 2010** from proceeds of the next Invoice Discounting transaction; and reducing to: **$3,500,000 on or before Aug 31, 2010** from the proceeds of the subsequent Invoice Discounting transaction.
Term	Repayable on Demand.
Availability	Available by way of the following: • Canadian Dollar direct advances • US Dollar direct advances

Security	Advances shall be limited at all times to the lesser of the Facility (A) Amount, (including Facility C) and the calculated availability within the **Inventory Lending Margin** Formula, based on Consolidated Statements, less Statutory Priority Claims/Deductions and $50,000 for Facility C: For margining purposes, the maximum margin value of Inventory is to be the lesser of **$5,000,000 reducing to $3,500,000 as described under Facility A (to include Mastercard advances) or 50%** of saleable, non-perishable finished goods, products and raw materials inventory over which the Lender holds a valid first charge, **less** any in-transit inventory. **Note: BMO-CFD ABL Field Examiners to review/verify monthly inventory margin report onsite; Borrower to pay all fees related to this monthly review.**
Interest	• CAD Prime +2.00% • US Base Rate +2.00%
FACILITY B	Treasury Facility: Cancelled
FACILITY C	Corporate MasterCard Facility
Amount	**$50,000 (Availability carved out of Facility A.)**
Fees	As per Corporate MasterCard Agreement
Terms & Conditions	As per Corporate MasterCard Agreement.
Security	To be secured along with all other bank facilities

FACILITY D (BMOCM – Trade Finance)

Facility Type	**Demand revolving facility to sell to BMO accounts receivable** insured under a credit-risk insurance policy on an invoice by invoice basis.
Facility Amount	Up to **USD 13,500,000** or CAD equivalent.
Seller	The Loretta Foods Group of Companies ("Loretta") – 787755 Ontario Limited or other sister-companies/subsidiaries as identified.
Purchaser	Bank of Montreal ("BMO")
Insurer	Export Development Canada (the "Insurer" and "EDC")
Duration	This is meant to be a 12-month agreement between Loretta and BMO with renewal thereafter subject to each party's approval.
The Policy	EDC will provide coverage under a credit-risk insurance policy (the "Policy") insuring comprehensive risks (political and commercial) on 90% of the receivables due by selected buyers ("Buyers"), in favor of Loretta as the "Insured".
Indemnity	Loretta will indemnify BMO for any uninsured amounts, including all contractual interest, post maturity interest until such time as repayment is received or a claim is paid by the Insurer, and for any unpaid amounts in the event of failure of the Insurer to honor any claim for any reason other than insurer's own insolvency.
Tenor of Receivables	Up to 90-days payment terms granted to any approved buyer for Spices

	and up to 30-days to any approved buyer in the case of sugar.
Collection	BMO or its appointed agent will act as collection agent and will effect repayments to BMO on the first settlement date after the relevant repayments are received and identified. Buyers will be instructed to remit payment through a specified lock-box or by wire-payment.
Due Diligence	Credit approval by BMO and by the Insurer will be subject to satisfactory due diligence review, including review of each contract & related documentation and obtaining information on each buyer to establish proper credit limits.
Discretion	BMO may, in its sole and absolute discretion, accept or refuse any discount request and is under no express or implied duty to purchase any offered receivable from the Customer.
Events of Default	Non-payment of any amounts due to BMO hereunder; breach of any of the conditions of the Receivables Purchase Agreement or the EDC policy; absolute denial of a claim by the Insurer for any reason other than insolvency of the Insurer.
Conditions precedent to each drawing	- Discount request from Loretta, on a buyer per buyer basis, in the format required by BMO, including certification of compliance with policy requirements; delivery to BMO of all relevant declarations and underlying commercial documentation relative to each transaction, standard buyer acknowledgement letter evidencing receipt/approval of goods and scheduled payment date, copy of contracts or purchase orders, invoices, transport document (if any), inspection certificates, etc. and EDC confirmation.
Process	It is BMO's requirement that documents be scanned in high resolution and delivered electronically in PDF format to BMO or its appointed agent. BMO will usually process a discount request within one business day after receipt of all required documentation.
Discount Rate	The annual rate of interest equivalent to BMO's Canadian Prime (or BMO's U.S. Base rate if advances are in USD) plus + 175bp, fixed at time of draw-down for the discount period; thereafter Prime/USBR + 275bp, payable in arrears, if the receivable remains unpaid after the discount period ends resulting in BMO remaining out of pocket.
Discount Period	The Bank will examine Loretta's client's payment habits to determine promptness of payment in relation to due date and establish for each such client an adequate discount period to avoid the need to calculate any post-maturity interest or other adjustments regarding payments received prior or beyond each invoice's due date. Based on information made available by Loretta, the extended payment date would be set 20 days after each invoice's effective "due date" for most buyers. The discount period will be calculated from the date of funding to such extended payment date over a 365-day year for CAD denominated invoices and 360-day year for USD denominated invoices.
Advance Rate	**90% of each invoice's face value*** less any known deductions/credits with proceeds remitted to Loretta, net of interest and fees, through an account held with BMO. (*to match EDC Insured Portion).
Insurance Premium	Payable by Loretta as required by EDC
Approved Buyers	List to be determined by BMO and EDC.

Buyer Limits

As approved by EDC but in no case greater than CAD 5,000,000 or USD equivalent for any given buyer.

Processing Fee

Per following chart based on each invoice's face value, due date and currency.

Payment Term	Fee %	Minimum Applicable
Net 30	0.35%	$3,500
Net 60	0.45%	$4,500
Net 90	0.55%	$5,500

Invoice Limit

No purchase order & resulting invoice greater than **USD 2,000,000** (or CAD equivalent) shall be considered eligible (same applies to concomitant P/Os-invoices-shipments).

Security

Amendment to existing security documentation, if required, to increase existing charges on assets to cover the amount of this facility, Receivables Purchase Agreement between Loretta and BMO satisfactory to BMO and its counsel; registration of BMO's security interest in the receivables to be purchased; cross-guarantee with all subsidiaries, opinion of Loretta's counsel as to authority, legality, binding effect and enforceability of documentation and compliance with agreements and representations of the Insured under the Policy; incumbency certificate; other documents that may be required by BMO and/or the Insurer.

Cross-default

Cross-default clause with to all other existing or future lending agreements between Loretta and BMO

Reporting

Monthly, to BMO's Trade Finance group, via email, a copy of Loretta's monthly EDC declaration & accompanying cheque evidencing payment of premiums + an aged list of accounts payables. Any list of accounts remitted to BMO as part of reporting for other facilities is to specifically exclude any receivables sold to BMO under this facility.

Legal Fees & Expenses

All legal fees and out-of-pocket expenses incurred by BMO in respect of this Facility will be for the account of Loretta, whether or not the transaction is concluded.

Arrangement Fee

25 bpS calculated on the Facility Amount, payable at closing and annually thereafter upon agreement between Loretta and BMO to renew the facility for an additional year.

Retainer

CAD 15,000 payable upon acceptance of this letter by Loretta to cover BMO's work in setting up the appropriate limits to support the contemplated facility. The retainer is non-refundable unless BMO declines credit approval of the contemplated facility.

Acceptance

This discussion paper may be accepted by Loretta no later than January 31st 2010 by returning a signed copy to BMO accompanied with a cheque covering the aforementioned retainer.

Facility A, B, C & D are collectively referred to herein as the "Credit Facilities":

General Security (HELD)

All debts, liabilities, and obligations of each of the Borrowers under the Credit Facilities shall be collaterally secured by a first-ranking security interest in all of the present and future undertaking, property and assets of each of the respective Borrower's. The first-ranking security may include, but is not limited to, liens on specific assets as required by the Lender and will include the following for each of the Borrowers:

- Executed Credit Agreement/Term Sheet.
- General Security Agreement covering all present and future assets of such Borrower and all subsidiaries (collectively, the "**Subsidiaries**"), if any.
- General Assignment of Book Debts.
- Security under Section 427 of the Bank Act.
- Unlimited Cross Guarantees between all Borrowers, Subsidiaries, if any, and the shareholder of each of the Borrowers ("**Holdco**"), supported in each case by a General Security Agreement and a Pledge of Shares in each Borrower or Subsidiary in which such Guarantor holds shares.
- First charge security over all tangible and intangible properties, assets and intellectual property (including all contract rights, real property interests, material leases, trademarks, trade-names and equipment) of the Borrower;
- Subordination and Subrogation Agreement /Postponement of Claim by Holdco and Borrowers with respect to (i) all shareholder and/or Intercompany Loans to any/all Borrowers, and (ii) Vender Notes outstanding, if any.
- Personal Guarantees by J. Gatti, T. Brachen and P. Nelipa for $250M in respect of each of the borrowers.
- Evidence of adequate insurance coverage for the Borrowers and the Subsidiaries (if any) with loss payable to the Lender.
- Other security deemed appropriate by the Lender to perfect the Lender's first priority security interest over all tangible & intangible assets of the Borrowers and the Subsidiaries.
- EDC insurance policy and assignment to BMO Trade Finance
- Acknowledgement from Signature as to up to12 month repayment terms for the Loretta loan to be obtained on a best efforts basis.
- UCC Registration (Cassels Brock)

Financial Covenants:

Financial covenants will be tested at the end of each quarter on a rolling four quarter basis, based on consolidated statements, in accordance with conditions normally applicable to transactions of this nature and will be include the following:

1. **Total Debt/EBITDA:** 2.75 maximum
2. **Debt Service Coverage Ratio:** 1.50 minimum
3. **Working Capital Ratio:** 1.30 minimum
4. **Minimum Tangible Net Worth:** $8,500,000 plus 50% of annual after tax Net Income

Definitions

EBITDA:

Earnings (*as defined in consolidated financial statements prepared in accordance with GAAP, excluding non-wholly owned subsidiaries, measured on a rolling 4 quarter basis*) Before Interest Expense, Income

Taxes, Depreciation and Amortization, Discretionary Management Fees and extraordinary/unusual Non-Recurring Items (to be agreed-upon by the Lender).

Total Debt:

All funded interest bearing debt owed by the Borrowers excluding fully subordinated and/or subrogated loans.

Fixed Charge Coverage:

EBITDA minus cash taxes and unfunded capital expenditures divided by mandatory principal repayments and cash interest for all Funded Debt.

Working Capital Ratio:

Current assets divided by current liabilities (excluding committed operating loan and accrued management fee/bonus payable, if any).

Tangible Net Worth:

Share Capital plus Retained Earnings plus Subrogated Shareholder Loans less Goodwill.

Negative Covenants

Positive and negative covenants customary for transactions of this nature including, without limitation:

- Restrictions on additional indebtedness, including sub-debt; a basket of $250,000 for permitted encumbrances to be created to include leases.
- Accounts Receivable Sale Proceeds must be used to reduce the operating facility as outlined under Facility A, and;
- Monthly principal payments to Signature Bank, NY may not exceed $2,000,000. **All payments are to be made from retained earnings and not from advances under Facility A or Facility D.**
- No payment of dividends and/or management fees unless and until Borrower is in compliance with all Terms and Conditions stated herein on a current and pro-forma basis as if any such payments had been made.
- Restrictions on capital expenditures in excess of $250,000
- Restrictions on mergers, acquisitions, asset sales and purchase or redemption of shares.
- Restrictions on change of control;
- Borrowers will not make loans to or investments in, or give guarantees on behalf of others;
- Maintenance of insurance, no material judgments and access to books and records.
- Restrictions on changes to the nature of the Borrowers' business;

Reporting Requirements

Lender will be provided with:

- Monthly within **25 days** of month end:
  - Aged list of Accounts Receivable and Accounts Payable including schedule of contra accounts (as necessary).

- Inventory listing accompanied with a certified calculation showing compliance with Lending Margin Formula (Inventory only to be margined).
- Monthly Margin Certificate
- Monthly Internal Financial Statements

- Quarterly within 45 days of quarter end:
  - Internal individual and consolidated financial statements.
  - Quarterly Covenant Compliance Certificate
- Annually within 45 days of fiscal year end:
  - Internal individual and consolidated financial statements;
- Annually within 120 days of fiscal year end:
  - Audited individual and Notice to Reader consolidated financial statements; Drafts
  - Covenant Compliance Certificate; ✓
  - Personal Statement of Affairs ✓
- Annually, 30 days prior to fiscal year end:
  - Annual detailed operating budget for the next fiscal year
- Such other information which is reasonably requested by the Bank.

Indemnification

The Borrower agrees to indemnify the Lenders from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated by the proposed Facility

Acknowledgement

The Borrower acknowledges that the Facilities contained herein are for use by the Borrower and will be used for the Borrowers' business purposes only.

Increased costs taxes, etc.

If due to any change in law, regulations, rules or orders or as a result of compliance with any guideline or requirement from any authority which is customary for the Lender to comply with, the Lender incur or will incur increased costs or a reduced return on its capital, the Borrower will indemnify the Lender against such increased costs or reduced return. All loan repayments shall be made free and clear of any present and future taxes, withholdings or other deductions.

Representations and Warranties

Usual, including confirmation of corporate status and authority, non-violation of law or existing agreements, no material litigation, satisfactory insurance coverage and other such representations and warranties customarily contained in loan agreements for similar financing arrangements.

Events of Default

Customary for transactions of this nature including, but not limited to:

- Failure to pay when due any amounts under the Credit Agreement.
- Failure to meet covenants.
- Representations of warranties false in any material respect when made.
- Unpaid judgments.
- Bankruptcy, insolvency, proceedings or actions.

	• Cross-default to other indebtedness of the Borrower or any subsidiary. • Change of control without the consent of the Bank. • Material Adverse Change. • Non-compliance with any material environmental or other regulation, business licensing or permits imposed by any government/agency.
Fees: (excl. Facility E)	
Restructuring Fee	One time facility restructuring fee of $10,000 payable to BMO upon completion of the next Receivable Purchase Transaction with BMO Trade Finance.
Annual Review Fee	The credit facilities will be subject to an annual review/renewal fee of $5,000 per annum
Account Monitoring	$200 p.m. for each designated Borrower.
Default Interest Rate	At any time the Borrower is in default or in breach of any covenant, the Bank may apply an additional 2.00% per annum interest rate in addition to the interest rate being charged on any/all monies advanced, unless the Bank has agreed in writing to a waiver.
Banking Services	It is a condition of the credit facilities that the Borrower shall maintain its primary banking accounts and cash management business solely with BMO. Banking fees and rates are to be mutually agreed upon.
Expenses	Borrower to pay all reasonable out of pocket expenses of the Bank (including but not limited to due diligence expenses, travel expenses, consultant's fees, appraisal fees and legal fees) relating to the negotiation and preparation of the credit and security documents and the operation of the Credit Facilities. All expenses of the Lender in enforcing or preserving its rights under the credit agreement are for the account of the Borrower.
Governing Law	Province of Ontario and/or other jurisdictions as appropriate.
Lenders Counsel	Cassels Brock

Please acknowledge your agreement and acceptance of the terms and conditions outlined in this Term Sheet by signing and returning a signed copy of the Term Sheet to the Lender no later than 5.00 p.m. on July 12, 2010.

Accepted this 12TH day of JULY 2010,

For the Borrowers as herein listed: 787755 Ontario Ltd. and 2131413 Ontario Ltd. and 2110458 Ontario Inc.

Per:_______________________ Per:_______________________

Title: Director Title: Director

Attached is Exhibit J

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
~~while a Student-at-Law.~~
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	**Guarantee for Indebtedness of an Incorporated Company**

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2131413 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ____________, and ____________ the amount(s) of $________ and $________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5th day of ~~September~~ October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed.	2110458 ONTARIO LIMITED Name: Joe Gatti Title: Vice-President Name: Title:

SEAL

Initial(s)

Legal*4464121.1

Attached is Exhibit K

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **787755 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

______

______

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ________________________, and ____________________ the amount(s) of $____________ and $__________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5th day of ~~September~~ October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed. ____________________	2110458 ONTARIO LIMITED SEAL ____________________ Name: Joe Gath Title: Vice President ____________________ Name: Title:

Legal*4464149.1

Attached is Exhibit L

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

______

______

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ______________________, and ____________________ the amount(s) of $____________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed. ______________________	2131413 ONTARIO LIMITED Name: Joe Gatti Title: Vice President SEAL
	______________________ Name: Title:

______ Initial(s)

Legal*4464283.1

Attached is Exhibit M

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Comp

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **787755 Ontario Limited** herein referred to as Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any success corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwis howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of deman for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

name adian :e in or's with is e is

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

______

______

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ________________________, and ____________________ the amount(s) of $____________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed ______________________	2131413 ONTARIO LIMITED ______________________ Name: Joe Gatti Title: Vice President ______________________ Name: Title:

SEAL

Legal*4464286.1

Attached is Exhibit N

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	**Guarantee for Indebtedness of an Incorporated Company**

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

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THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ______________________, and ____________________ the amount(s) of $___________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed. ______________________	787755 ONTARIO LIMITED SEAL Name: Peter Nelipa Title: President Name: Title:

______
Initial(s)

Legal*4464377.1

Attached is Exhibit O

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
~~Expires April~~ 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	**Guarantee for Indebtedness of an Incorporated Company**

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2131413 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

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______

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ______________________, and __________________ the amount(s) of $__________ and $______________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year)

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed. ______________________	787755 ONTARIO LIMITED SEAL ______________________ Name: Peter Melipa Title: President ______________________ Name: Title:

Legal*4464384.1

Attached is Exhibit P

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	**Guarantee for Indebtedness of an Incorporated Company**

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

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______

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ______________________, and ____________________ the amount(s) of $___________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal the corporate seal should be affixed. ______________________	TARBRAC HOLDINGS INC. Name: Tarragh Bracken Title: President SEAL ______________________ Name: Title:

Legal*4464653.1

Attached is Exhibit Q

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2131413 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) initial(s)

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ____________________, and ________________ the amount(s) of $__________ and $______________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
________________	TARBRAC HOLDINGS INC. Name: TARAGH Bracken Title: President
	Name: Title:

If executed by a company with a corporate seal, the corporate seal should be affixed.

SEAL

Initial(s)

Legal*4464655.1

Attached is Exhibit R

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **787755 Ontario Limited** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **unlimited** Dollars with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s) ______ ______	THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated ______________________, and ____________________ the amount(s) of $____________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.
This clause applies to the Province of Québec only	It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
	AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

	WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed.	______________________	TARBRAC HOLDINGS INC. Name: Patrick Butler Title: President SEAL ______________________ Name: Title:

Legal*4464661.1

Attached is Exhibit S

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Ontario Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:
6815 Davand Drive, Mississauga, Ontario, L1W 3L7

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on 5th day of October, 2009.(year)

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if Debtor is a corporation with a corporate seal, affix Corporate Seal; Debtor's name should be typed

2110458 ONTARIO LIMITED

Name/Title: Joe Gatti
Vice-President

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by Secretary or other authorized officer: insert name of ...

I am the Vice - President of 2110458 Ontario Limited and I hereby certify that:

Insert appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 25th day of September, 2009;(year)

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

Use applicable clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*.).

To be signed by Secretary or other authorized officer; affix corporate seal

seal

Name/Title: Joe Gatti
Vice. President

Attached is Exhibit T

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Ontario Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

List all premises and asset locations, by schedule, if necessary

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on 5 day of ~~September,~~ October 2009.(year)

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if Debtor is a corporation with a corporate seal, affix Corporate Seal; Debtor's name should be typed

2131413 ONTARIO LIMITED

Name/Title: Joe Gatti, Vice President

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by Secretary or other authorized officer; insert name of corporation

I am the Vice President of 2131413 Ontario Limited and I hereby certify that:

Insert appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 5 day of October, 2009;(year)

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

Use applicable clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*.).

To be signed by Secretary or other authorized officer; affix corporate seal

seal

Name/Title: Joe Gatti, Vice President

Attached is Exhibit U

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
~~while a Student-at~~-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Ontario Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on 5 day of ~~September,~~ October 2009.(year)

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if Debtor is a corporation with a corporate seal, affix Corporate Seal; Debtor's name should be typed

787755 ONTARIO LIMITED

Name/Title Peter Neliga, President

____

____

____

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by Secretary or other authorized officer; insert name of corporation

I am the President of 787755 Ontario Limited and I hereby certify that:

Insert appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the __________ day of _____________, 2009;(year)

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

Use applicable clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*.).

To be signed by Secretary or other authorized officer; affix corporate seal

seal

Name/Title: Peter Nelipa, President

____

____

____

Attached is Exhibit V

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Ontario Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

List all premises and asset locations, by schedule, if necessary

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on 5 day of October, 2009.(year)

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if Debtor is a corporation with a corporate seal, affix Corporate Seal; Debtor's name should be typed

TARBRAG HOLDINGS INC.

Name/Title: Tarigh Barbrah President

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by Secretary or other authorized officer; insert name of

I am the President of Tarbrac Holdings Inc. and I hereby certify that:

Insert appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the ____________ day of September, 2009;(year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

Use applicable clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*.).

To be signed by Secretary or other authorized officer; affix corporate seal

seal

____
Name/Title:
Tamsen Bracken
President

____

____

____

Attached is Exhibit W

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Notice for Registration Under Sec. 427 of the Bank Act

Corporate Finance Division
100 King Street West, 11th Floor
Toronto, ON M5X 1A1
Branch

36932-001

Transit

Notice of Intention

(1) Name(s) in full, including initials
(2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern: 2110458 ONTARIO LIMITED
Name of Person (1), Firm (2) or Company
6815 Davand Drive Mississauga Ontario L1W 3L7
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act. to the Bank of Montreal.

Dated at Mississauga, this 16th day of September 2009 (year).

2110458 ONTARIO LIMITED

Signature

Name JOSEPH GATTI
Title: VICE- PRESIDENT

NOTE: If the customer is a Corporation, the Corporate Seal is to be affixed.

SEND ORIGINAL AND A COPY TO THE BANK OF CANADA AND KEEP A COPY FOR FILE.

Page 1 Comment [A1]: Page: 1 Free Form Text

#01244819
NOTICE RECEIVED / [illegible]
09/18/2009 10:46 AM
[illegible] time 101
CANADIAN [illegible] REGISTRATION SYSTEMS
Authorized [illegible] 427 Bank Act
Registry [illegible] of Canada
Bureau [illegible] autorisé de la Banque [illegible] conformément à l'article 427 [illegible] Loi sur les banques
[illegible] OF ONTARIO
Per / Par Procuration R. C[illegible]

Confirmation Letter / Lettre de confirmation

CSRS a division of Resolve
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

CSRS - Ontario
Suite 2605 - 180 Dundas St. W
Toronto, Ontario
M5G 1Z8

Acct# 9005

2009/09/18 10:46:44 AM PDT

Ref / Objet: 02457098; 02457099 CYBERBHAN- BMO 36932

Tel/Tél: 1-416-204-3000
Fax/Télécopie: 1-416-204-3004

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type / **Type**	**Registration Name** / **Enregistrement au nom de**	**Address** / **Adresse**	**Date** / **Date**	**Expires** / **Expires**	**Number** / **Numéro**	**Bank** / **Banque**
(1)	2110458 Ontario Limited	6815 Davand Drive Mississauga ON L1W3L7	2009/09/18 10:46 AM PDT	2014/12/31	01244819	Bank of Montreal

REFERENCE

(1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Ontario.

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Ontario.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search criteria

2110458 Ontario Limited

returns the following results:

Votre critère de recherche

2110458 Ontario Limited

révèle les résultats suivants:

Type / **Type**	**Registration Name** / **Enregistrement au nom de**	**Address** / **Adresse**	**Date** / **Date**	**Expires** / **Expires**	**Number** / **Numéro**	**Bank** / **Banque**
(2)	2110458 Ontario Limited	1700 McEwan Drive Whitby ON L1N0A2	2007/09/25 11:38 AM PDT	2012/12/31	01217670	Laurentian Bank Of Canada
(2)	2110458 Ontario Limited	6815 Davand Drive Mississauga ON L1W3L7	2009/09/18 10:46 AM PDT	2014/12/31	01244819	Bank of Montreal

R. Corconi

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type / **Type**	**Fee** / **Tarif**	**GST** / **TPS**	**Quantity** / **Quantité**	**TOTAL** / **TOTAL**	**Receipt No.** / **Numéro du reçu**
(1)	$8.00	$0.00	1	$8.00	02457098 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02457099 - S-R-PS-O
				$12.00	

GST/TPS #:
86370 5620 RT0007

BMO Bank of Montreal

Notice for Registration Under Sec. 427 of the Bank Act

Corporate Finance Division
100 King Street West, 11th Floor
Toronto, ON M5X 1A1
Branch

36932-001

Transit

Notice of Intention

(1) Name(s) in full, including initials
(2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern: 2131413 ONTARIO LIMITED
Name of Person (1), Firm (2) or Company
6815 Davand Drive Mississauga Ontario L1W 3L7
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act. to the Bank of Montreal.

Dated at Mississauga, this 16th day of September 2009 (year).

2131413 ONTARIO LIMITED

Signature

Name JOSEPH GATTI
Title: VICE-PRESIDENT

NOTE: If the customer is a Corporation, the Corporate Seal is to be affixed.

SEND ORIGINAL AND A COPY TO THE BANK OF CANADA AND KEEP A COPY FOR FILE.

Page 1

Comment [A1]: Page: 1
Free Form Text

#01244820

NOTICE RECEIVED / PRÉAVIS REÇU
09/18/2009 10:49AM
mm dd yyyy time
TO1

CANADIAN SECURITIES REGISTRATION SYSTEMS
Authorized Agent 427 Bank Act
Registrar ... of Canada
Bureau ... autorisé de la Banque ... conformément à l'article 427 de la Loi sur les banques

PROVINCE OF ONTARIO

Per / Par: R. Concepi

Confirmation Letter / Lettre de confirmation

CSRS a division of Resolve
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

CSRS - Ontario
Suite 2605 - 180 Dundas St. W
Toronto, Ontario
M5G 1Z8

Acct# 9005

2009/09/18 10:49:24 AM PDT

Ref / Objet: 02457100; 02457101 CYBERBHAN- BMO 36932

Tel/Tél: 1-416-204-3000
Fax/Télécopie: 1-416-204-3004

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(1)	2131413 Ontario Limite	6815 Davand Drive Mississauga ON L1W3L7	2009/09/18 10:49 AM PDT	2014/12/31	01244820	Bank of Montreal

REFERENCE

(1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Ontario.

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Ontario.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search criteria

2131413 Ontario Limite

returns the following results:

Votre critère de recherche

2131413 Ontario Limite

révèle les résultats suivants:

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(2)	2131413 Ontario Limite	6815 Davand Drive Mississauga ON L1W3L7	2009/09/18 10:49 AM PDT	2014/12/31	01244820	Bank of Montreal

D P......:

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type **Type**	**Fee** **Tarif**	**GST** **TPS**	**Quantity** **Quantité**	**TOTAL** **TOTAL**	**Receipt No.** **Numéro du reçu**
(1)	$8.00	$0.00	1	$8.00	02457100 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02457101 - S-R-PS-O
				$12.00	GST/TPS #: **86370 5620 RT0007**

BMO Bank of Montreal

Notice for Registration Under Sec. 427 of the Bank Act

Corporate Finance Division
100 King Street West, 11th Floor
Toronto, ON M5X 1A1
Branch

36932-001

Transit

Notice of Intention

(1) Name(s) in full, including initials
(2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern: 787755 ONTARIO LIMITED
Name of Person (1), Firm (2) or Company
6815 Davand Drive Mississauga Ontario L1W 3L7
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act. to the Bank of Montreal.

Dated at Mississauga, this 16 day of September 2009 (year).

787755 ONTARIO LIMITED

Signature

Name PETER NELIPA
Title: PRESIDENT

NOTE: If the customer is a Corporation, the Corporate Seal is to be affixed.

SEND ORIGINAL AND A COPY TO THE BANK OF CANADA AND KEEP A COPY FOR FILE.

Page 1

Comment [A1]: Page: 1
Free Form Text

0120787

NOTICE RECEIVED / PRÉAVIS REÇU
09 / 18 / 2009 / 8:32AM
PST

CANADIAN SECURITY REGISTRATION SYSTEMS

Authorized Bank Act ... 427 Bank Act
Registry ... of Canada

Bureau ... autorisé de la Banque ... conformément à l'article 427 ... Loi sur les banques

PROVINCE OF ONTARIO

Per / Par Registrar R. Cecconi

Confirmation Letter / Lettre de confirmation

CSRS a division of Resolve
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques.*

CSRS - Ontario
Suite 2605 - 180 Dundas St. W
Toronto, Ontario
M5G 1Z8

Acct# 9005

2009/09/18 10:43:51 AM PDT

Ref / Objet: 02457090; 02457091 CYBERBHAN- BMO 36932

Tel/Tél: 1-416-204-3000
Fax/Télécopie: 1-416-204-3004

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type **Type**	**Registration Name** **Enregistrement au nom de**	**Address** **Adresse**	**Date** **Date**	**Expires** **Expires**	**Number** **Numéro**	**Bank** **Banque**
(1)	787755 Ontario Limited	6815 Davand Drive Mississagua ON L1W3L7	2009/09/18 10:43 AM PDT	2014/12/31	01244816	Bank of Montreal

REFERENCE

(1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Ontario.

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Ontario.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search criteria

787755 Ontario Limited

returns the following results:

Votre critère de recherche

787755 Ontario Limited

révèle les résultats suivants:

Type **Type**	**Registration Name** **Enregistrement au nom de**	**Address** **Adresse**	**Date** **Date**	**Expires** **Expires**	**Number** **Numéro**	**Bank** **Banque**
(2)	787755 Ontario Limited	1200 Sheppard Avenue East, Suite 406 Toronto ON M2K2S5	2007/02/19 08:32 AM PST	2012/12/31	01207807	Laurentian Bank Of Canada

(2)	787755 Ontario Limited	6815 Davand Drive Mississagua ON L1W3L7	2009/09/18 10:43 AM PDT	2014/12/31	01244816	Bank of Montreal

R. Conconi

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(1)	$8.00	$0.00	1	$8.00	02457090 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02457091 - S-R-PS-O
				$12.00	

GST/TPS #:
86370 5620 RT0007

Attached is Exhibit X

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act.

October 5, 2009

To the

Bank of Montreal

Corpotate Finance Division, 11th Floor, 100 King Street West, Toronto, Ontario, M5X 1A1

The Bank is hereby requested by the undersigned to grant and continue up to and including the 18 day of September, 2012, a revolving line of credit (whether by loans, the acceptance of our bills of exchange, or otherwise) of $12,050,000 and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit – (1)

Equipment, work in progress and inventory now owned or which may be acquired

(1) Here give general description of the kind or kinds of property to be covered by the security, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases insert after (1) "the property described on the reverse hereof (or in schedule annexed." In the case of a Supplementary Application and Promise the words "and any application(s) for credit and promise(s) to give security supplemental hereto" should be struck out and initialed by the borrower.

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security

☒ and any application(s) for credit and promise(s) to give security supplemental hereto,

by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit-(2)

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

(2) Here designate the place or places where the property to be covered by the security is or may be located, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases, insert after (2) "the place or places designated on the reverse hereof (or in schedule annexed)".

Or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

NOTE – If executed by a company with a corporate seal, the corporate seal should be affixed

2110458 ONTARIO LIMITED

Per:______________________________

Name/Title: Joe Gatti, Vice President

I have authority to bind the Corporation

BMO Bank of Montreal

Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act.

October _5_, 2009

To the

Bank of Montreal

Corpotate Finance Division, 11th Floor, 100 KIng Street West, Toronto, Ontario, M5X 1A1

The Bank is hereby requested by the undersigned to grant and continue up to and including the ____18____ day of September, 2012, a revolving line of credit (whether by loans, the acceptance of our bills of exchange, or otherwise) of $12,050,000 and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit – (1)

Equipment, work in progress and inventory now owned or which may be acquired

(1) Here give general description of the kind or kinds of property to be covered by the security, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases insert after (1) "the property described on the reverse hereof (or in schedule annexed."

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security

☒ and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit-(2)

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

In the case of a Supplementary Application and Promise the words "and any application(s) for credit and promise(s) to give security supplemental hereto" should be struck out and initialed by the borrower.

Or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

(2) Here designate the place or places where the property to be covered by the security is or may be located, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases, insert after (2) "the place or places designated on the reverse hereof (or in schedule annexed)".

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

NOTE – If executed by a company with a corporate seal, the corporate seal should be affixed

2131413 ONTARIO LIMITED

Per:

Name/Title: Joe Gath, Vice-President

I have authority to bind the Corporation

BMO Bank of Montreal

Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act.

October 5, 2009

To the

Bank of Montreal

Corpotate Finance Division, 11th Floor, 100 KIng Street West, Toronto, Ontario, M5X 1A1

The Bank is hereby requested by the undersigned to grant and continue up to and including the 18 day of September, 2012, a revolving line of credit (whether by loans, the acceptance of our bills of exchange, or otherwise) of $12,050,000 and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit – (1)
Equipment, work in progress and inventory now owned or which may be acquired

(1) Here give general description of the kind or kinds of property to be covered by the security, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases insert after (1) "the property described on the reverse hereof (or in schedule annexed)"

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security
☒ and any application(s) for credit and promise(s) to give security supplemental hereto,
by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit-(2)
6815 Davand Drive, Mississauga, Ontario, L1W 3L7

In the case of a Supplementary Application and Promise the words "and any application(s) for credit and promise(s) to give security supplemental hereto" should be struck out and initialed by the borrower.

Or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

(2) Here designate the place or places where the property to be covered by the security is or may be located, or if space insufficient these particulars may be set out on the back of the form or in a schedule annexed. In such cases, insert after (2) "the place or places designated on the reverse hereof (or in schedule annexed)"

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

NOTE – If executed by a company with a corporate seal, the corporate seal should be affixed

787755 ONTARIO LIMITED

Per: ______________________

Name/Title: Peter Nelipa President

I have authority to bind the Corporation

Attached is Exhibit Y

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	**Security under sec. 427(1) of the Bank Act. (Security on all property of specified kinds)**

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned up to and including the 18 day of September, 2012 pursuant to the application for credit and promise to give security made by

the undersigned to the Bank and dated the 18 day of September, 2009, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)*

Equipment, work in progress and inventory now owned or which may be acquired

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)*

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

DATED at Toronto the 5th day of October ~~September~~, 2009.

SEAL

Note – If executed by a company with a corporate seal, the corporate seal should be affixed.

*The description of property or designation of place or places, or any part thereof, may be set out in a schedule annexed.

2110458 ONTARIO LIMITED

Name/Title: Joe Gath, Vice President

I have authority to bind the Corporation

BMO Bank of Montreal	**Security under sec. 427(1) of the Bank Act. (Security on all property of specified kinds)**

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned up to and including the 18 day of September, 2012 pursuant to the application for credit and promise to give security made by

Comment [A1]:

Comment [A2]: Insert expiry date of relative Form LF52.

the undersigned to the Bank and dated the 18 day of September, 2009, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)*

Equipment, work in progress and inventory now owned or which may be acquired

Comment [A3]: The description of property or designation of place or places, or any part thereof, may be set out in a schedule annexed.

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)*

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

Comment [A4]: The description of property or designation of place or places, or any part thereof, may be set out in a schedule annexed.

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

Comment [A5]: This paragraph applies to the Province of Quebec only.

DATED at Toronto the 5th day of October, 2009.

SEAL

Note - If executed by a company with a corporate seal, the corporate seal should be affixed.

*The description of property or designation of place or places, or any part thereof, may be set out in a schedule annexed.

2131413 ONTARIO LIMITED

Comment [A6]: Company name here

Name/Title: Joe Gatti - Vice - President

I have authority to bind the Corporation

Comment [A7]: Free form text entry

BMO Bank of Montreal	**Security under sec. 427(1) of the Bank Act. (Security on all property of specified kinds)**

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned up to and including the 18 day of September, 2012 pursuant to the application for credit and promise to give security made by

the undersigned to the Bank and dated the 18 day of September, 2009, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)*

Equipment, work in progress and inventory now owned or which may be acquired

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)*

6815 Davand Drive, Mississauga, Ontario, L1W 3L7

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

This clause applies to the Province of Quebec only

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

DATED at Toronto the 13 day of ~~September~~ October, 2009.

SEAL

Note – If executed by a company with a corporate seal, the corporate seal should be affixed.

*The description of property or designation of place or places, or any part thereof, may be set out in a schedule annexed.

787755 ONTARIO LIMITED

Name/Title: Peter Nelson, President

I have authority to bind the Corporation

Attached is Exhibit Z

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

<u>ASSIGNMENT OF INSURANCE MONIES</u>

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 2110458 Ontario Limited (the "Debtor") hereby assigns and transfers to Bank of Montreal (the "Lender") the interest of the Debtor as insured under the policy of insurance described in Schedule "A" annexed hereto (the "Policy"). The Policy shall stand as continuing collateral security for the payment of any and all debts, liabilities and obligations (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, for which the Debtor is or may become liable to the Lender (such debts, liabilities and obligations being hereinafter collectively called the "Secured Obligations").

The Debtor further covenants and agrees as follows:

1. The insurer named in the Policy is hereby directed by the Debtor to pay all monies originally payable under the Policy to the Debtor (the "Monies") to the Lender, as its interest may appear, in accordance with this assignment at 100 King Street West, 11th Floor, Toronto, Ontario. The Lender is authorized to give its receipts therefor which shall be binding upon the Debtor.

2. The Lender may collect, realize and otherwise deal with the Monies in any manner and at such time or times as may seem to it advisable and without notice to the Debtor. Any Monies received by the Debtor are received as trustee for the Lender and shall be forthwith paid over to the Lender.

3. Any Monies received by the Lender may be applied on account of such part or parts of the Secured Obligations as the Lender deems best without prejudice to its claims upon the Debtor for any deficiency.

4. The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the insurer named in the Policy, the Debtor and others and with the Monies and other securities as the Lender sees fit without prejudice to the liability to the Debtor or the Lender's right to hold or realize this security.

5. The Lender shall not be liable or accountable for any failure to collect any Monies. The Lender shall not be bound to institute proceedings for the purpose of collecting any Monies or for the purpose of preserving any rights of the Lender, the Debtor or any other person in respect thereof.

6. The Lender may charge on its own behalf, and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of any Monies, and may add the amount of such sums to the Secured Obligations.

7. The Debtor shall deliver in writing to the Lender from time to time upon request by the Lender such information relating to the Policy as the Lender may require. The Lender shall be entitled from time to time to inspect any books, papers, documents or records evidencing or relating to the Policy and make copies thereof, and for such purpose the Lender shall have reasonable access to any and all premises occupied by the Debtor.

8. The Debtor shall, upon request by the Lender, do such acts and things and give such receipts, deeds, transfers, discharges or other instruments as may be necessary to enable the Lender to obtain payment of the Monies or any other amounts payable to the Lender hereunder.

IN WITNESS WHEREOF the Debtor has executed this assignment as of the _____ day of September, 2009.

2110458 ONTARIO LIMITED

By: ______________________

Name: Joe Getti

Title: Vice President

SCHEDULE "A"
POLICY OF INSURANCE

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9683
FAX (905) 890-3948

Atto Business Centre

COMMERCIAL INSURANCE BINDER

INSURER: Aviva Insurance Company of Canada

Policy Term (12:01 a.m.): 24-Sep-09 **To** Dec. 19, 2009

Name	2110458 Ontario Limited o/a Loretta Flour Mills	**Policy #**	PFP 81415482	**Broker**	James Moore
Mailing Address	6815 Davand Dr. Mississauga, Ontario, L5T 1L4	**Address Insured**	1700 McEwen Dr., Whitby, Ontario, L1N 0A2		
Loss Payable	Bank of Montreal, Corporate Finance Division 100 King St. w., 11th Floor, Toronto, M5X 1A1	**Additional Insured**	Insured		
Date	25-Sep-09	**Limits**	**Deductible**	**Comments**	
P	Property of Every Description	$ 1,900,000	$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**	
R				**TO ALL SECTIONS UNLESS**	
O	Sewer Back Up	Included	$ 5,000	**OTHERWISE SPECIFIED**	
P	Personal Property of Employees	$ 500		**$25,000 in any one occurrence**	
E	Growing Plants, Trees, Shrubs in Open	$ 1,000		**$10,000 in any one occurrence**	
R	Extra Expense	$ 25,000			
T	Auditors' Fees	$ 5,000			
Y	Accounts Receivable	$ 25,000			
	Valuable Papers & Records	$ 25,000			
	Consequential Loss Assumption	$ 100,000			
	Brands & Labels	$ 25,000			
	Fire Fighting Expense	$ 25,000			
	Fire Suppression System Expenses	$ 25,000			
	Off Premises Power Interruption	$ 25,000			
	Exhibition Floater	$ 25,000			
	Temporary Locations	$ 25,000			
	New Acquisitions - Buildings	$ 1,000,000			
	New Acquisitions - Contents	$ 500,000			
	Debris Removal	$ 25,000			
	Land and Water Pollution Cleanup	$ 10,000			
	Building By Laws	Included			
	Inflation Protection	Included			
	Off Premises and Transit	$ 10,000			
	Parcel Post	$ 5,000			
	Salesperson Contents	$ 5,000			
	EDP Equipment, Data and Media	$ 25,000			
	Fine Arts	$ 20,000			
	Installation Floater	$ 10,000			
	Electric & Neon Sign	$ 5,000			
	Peak Season Increase	25%			
	Broad Form Money & Securities	$ 5,000			
	Cost of Preparing Proof of Loss	$ 10,000			
	Plate Glass	Included			

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9683
FAX (905) 890-3948

Atto Business Centre

Name	2110458 Ontario Limited o/a	Policy #	PFP 81415482	Broker	Jim Moore
Date	25-Sep-09	Limits	Deductible	Comments	
L	Aggregate Limit		$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
I	Bodily Injury & Property Damage	$ 5,000,000		TO ALL SECTIONS UNLESS	
A	Personal Injury	$ 5,000,000		OTHERWISE SPECIFIED	
B	Tenants Legal Liability	$ 1,000,000			
I	Advertising Liability	$ 1,000,000			
L	Non-Owned Automobile	$ 5,000,000			
I	Professional Liability	Not Covered			
T					
Y					
O	Actual Loss Sustained	Not Applicable	$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
P	Retailers Production Impairment	Not Applicable		TO ALL SECTIONS UNLESS	
T	Profits	Not Applicable		OTHERWISE SPECIFIED	
I	Earnings	$ 250,000			
O	Employee Dishonesty	Not Applicable			
N	Tool Floater	Not Applicable			
S	Installation Floater	Not Applicable			
	Contractors Equipment Floater	Not Applicable			
	Office Contents Floater				
M	BOILER & MACHINERY		$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
A	Property Damage	Included		TO ALL SECTIONS UNLESS	
C	Water Damage	Included		OTHERWISE SPECIFIED	
H	Expediting Expenses	Included			
I	Consequential Damage	Included			
N	Ammonia Contamination	Included			
E	Hazardous Substance	Included			
R	Loss of Income: Actual Loss Sustained	na	24 Hrs.		
Y					

Annual Premium $ - **R. S. T.** $ - **TOTAL** $ -

This Binder is subject to the Insurance Company's Standard Limitations, Exclusions, Terms & Conditions.

THIS BINDER EXPIRES IN 30 DAYS OR RECEIPT OF REPLACEMENT POLICY WHICH EVER OCCURS FIRST

SIGNED **ROBERT PISSEY** **Ext. 223** **DATE** 25-Sep-09

Attached is Exhibit AA

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

ASSIGNMENT OF INSURANCE MONIES

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 2131413 Ontario Limited (the "Debtor") hereby assigns and transfers to Bank of Montreal (the "Lender") the interest of the Debtor as insured under the policy of insurance described in Schedule "A" annexed hereto (the "Policy"). The Policy shall stand as continuing collateral security for the payment of any and all debts, liabilities and obligations (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, for which the Debtor is or may become liable to the Lender (such debts, liabilities and obligations being hereinafter collectively called the "Secured Obligations").

The Debtor further covenants and agrees as follows:

1. The insurer named in the Policy is hereby directed by the Debtor to pay all monies originally payable under the Policy to the Debtor (the "Monies") to the Lender, as its interest may appear, in accordance with this assignment at 100 King Street West, 11th Floor, Toronto, Ontario. The Lender is authorized to give its receipts therefor which shall be binding upon the Debtor.

2. The Lender may collect, realize and otherwise deal with the Monies in any manner and at such time or times as may seem to it advisable and without notice to the Debtor. Any Monies received by the Debtor are received as trustee for the Lender and shall be forthwith paid over to the Lender.

3. Any Monies received by the Lender may be applied on account of such part or parts of the Secured Obligations as the Lender deems best without prejudice to its claims upon the Debtor for any deficiency.

4. The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the insurer named in the Policy, the Debtor and others and with the Monies and other securities as the Lender sees fit without prejudice to the liability to the Debtor or the Lender's right to hold or realize this security.

5. The Lender shall not be liable or accountable for any failure to collect any Monies. The Lender shall not be bound to institute proceedings for the purpose of collecting any Monies or for the purpose of preserving any rights of the Lender, the Debtor or any other person in respect thereof.

6. The Lender may charge on its own behalf, and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of any Monies, and may add the amount of such sums to the Secured Obligations.

7. The Debtor shall deliver in writing to the Lender from time to time upon request by the Lender such information relating to the Policy as the Lender may require. The Lender shall be entitled from time to time to inspect any books, papers, documents or records evidencing or relating to the Policy and make copies thereof, and for such purpose the Lender shall have reasonable access to any and all premises occupied by the Debtor.

8. The Debtor shall, upon request by the Lender, do such acts and things and give such receipts, deeds, transfers, discharges or other instruments as may be necessary to enable the Lender to obtain payment of the Monies or any other amounts payable to the Lender hereunder.

IN WITNESS WHEREOF the Debtor has executed this assignment as of the 5 day of October, 2009.

2131413 ONTARIO LIMITED

By: ______________________

Name: Joe Gatti

Title: Vice President

SCHEDULE "A"
POLICY OF INSURANCE

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9883
FAX (905) 890-3948

Atto Business Centre

COMMERCIAL INSURANCE BINDER

INSURER: Aviva Insurance Company of Canada

Policy Term (12:01 a.m.): 24-Sep-09 To Dec. 19, 2009

Name	2131413 Ontario Limited o/a Loretta	**Policy #**	PFP 81415489	**Broker**	James Moore
Mailing Address	6815 Davand Dr. Mississauga, Ontario, L5T 1L4	**Address Insured**	6820 Davand Dr. Mississauga, Ontario, L5T 1J5		
Loss Payable	Bank of Montreal, Corporate Finance Division 100 King St. w., 11th Floor, Toronto, M5X 1A1	**Additional Insured**	Insured		
Date	25-Sep-09	**Limits**	**Deductible**	**Comments**	

	Coverage	Limits	Deductible	Comments
P	Property of Every Description	$ 1,070,000	$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**
R				**TO ALL SECTIONS UNLESS**
O	Sewer Back Up	Included	$ 5,000	**OTHERWISE SPECIFIED**
P	Personal Property of Employees	$ 500		**$25,000 in any one occurrence**
E	Growing Plants, Trees, Shrubs in Open	$ 1,000		**$10,000 in any one occurrence**
R	Extra Expense	$ 25,000		
T	Auditors' Fees	$ 5,000		
Y	Accounts Receivable	$ 25,000		
	Valuable Papers & Records	$ 25,000		
	Consequential Loss Assumption	$ 100,000		
	Brands & Labels	$ 25,000		
	Fire Fighting Expense	$ 25,000		
	Fire Suppression System Expenses	$ 25,000		
	Off Premises Power Interruption	$ 25,000		
	Exhibition Floater	$ 25,000		
	Temporary Locations	$ 25,000		
	New Acquisitions - Buildings	$ 1,000,000		
	New Acquisitions - Contents	$ 500,000		
	Debris Removal	$ 25,000		
	Land and Water Pollution Cleanup	$ 10,000		
	Building By Laws	Included		
	Inflation Protection	Included		
	Off Premises and Transit	$ 10,000		
	Parcel Post	$ 5,000		
	Salesperson Contents	$ 5,000		
	EDP Equipment, Data and Media	$ 25,000		
	Fine Arts	$ 20,000		
	Installation Floater	$ 10,000		
	Electric & Neon Sign	$ 5,000		
	Peak Season Increase	25%		
	Broad Form Money & Securities	$ 5,000		
	Cost of Preparing Proof of Loss	$ 10,000		
	Plate Glass	Included		

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9685
FAX (905) 890-3948

Atto Business Centre

Name	2131413 Ontario Limited o/a Loretta	Policy #	PFP 81415489	Broker	Jim Moore
Date	25-Sep-09	**Limits**	**Deductible**	**Comments**	
L	Aggregate Limit		$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**	
I	Bodily Injury & Property Damage	$ 5,000,000		**TO ALL SECTIONS UNLESS**	
A	Personal Injury	$ 5,000,000		**OTHERWISE SPECIFIED**	
B	Tenants Legal Liability	$ 1,000,000			
I	Advertising Liability	$ 1,000,000			
L	Non-Owned Automobile	$ 5,000,000			
I	Professional Liability	Not Covered			
T					
Y					
O	Actual Loss Sustained	Not Applicable	$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**	
P	Retailers Production Impairment	Not Applicable		**TO ALL SECTIONS UNLESS**	
T	Profits	Not Applicable		**OTHERWISE SPECIFIED**	
I	Earnings	$ 750,000			
O	Employee Dishonesty	Not Applicable			
N	Tool Floater	Not Applicable			
S	Installation Floater	Not Applicable			
	Contractors Equipment Floater	Not Applicable			
	Office Contents Floater				
M	BOILER & MACHINERY		$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**	
A	Property Damage	Included		**TO ALL SECTIONS UNLESS**	
C	Water Damage	Included		**OTHERWISE SPECIFIED**	
H	Expediting Expensies	Included			
I	Consequential Damage	Included			
N	Ammonia Contamination	Included			
E	Hazardous Substance	Included			
R	Loss of Income: Actual Loss Sustained	na	24 Hrs.		
Y					

Annual Premium $ - **R. S. T.** $ - **TOTAL** $ -

This Binder is subject to the Insurance Company's Standard Limitations, Exclusions, Terms & Conditions.

THIS BINDER EXPIRES IN 30 DAYS OR RECEIPT OF REPLACEMENT POLICY WHICH EVER OCCURS FIRST

SIGNED ROBERT PISSEY **Ext. 223** **DATE** 25-Sep-09

Attached is Exhibit BB

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

ASSIGNMENT OF INSURANCE MONIES

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 787755 Ontario Limited (the "Debtor") hereby assigns and transfers to Bank of Montreal (the "Lender") the interest of the Debtor as insured under the policy of insurance described in Schedule "A" annexed hereto (the "Policy"). The Policy shall stand as continuing collateral security for the payment of any and all debts, liabilities and obligations (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, for which the Debtor is or may become liable to the Lender (such debts, liabilities and obligations being hereinafter collectively called the "Secured Obligations").

The Debtor further covenants and agrees as follows:

1. The insurer named in the Policy is hereby directed by the Debtor to pay all monies originally payable under the Policy to the Debtor (the "Monies") to the Lender, as its interest may appear, in accordance with this assignment at 100 King Street West, 11th Floor, Toronto, Ontario. The Lender is authorized to give its receipts therefor which shall be binding upon the Debtor.

2. The Lender may collect, realize and otherwise deal with the Monies in any manner and at such time or times as may seem to it advisable and without notice to the Debtor. Any Monies received by the Debtor are received as trustee for the Lender and shall be forthwith paid over to the Lender.

3. Any Monies received by the Lender may be applied on account of such part or parts of the Secured Obligations as the Lender deems best without prejudice to its claims upon the Debtor for any deficiency.

4. The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the insurer named in the Policy, the Debtor and others and with the Monies and other securities as the Lender sees fit without prejudice to the liability to the Debtor or the Lender's right to hold or realize this security.

5. The Lender shall not be liable or accountable for any failure to collect any Monies. The Lender shall not be bound to institute proceedings for the purpose of collecting any Monies or for the purpose of preserving any rights of the Lender, the Debtor or any other person in respect thereof.

6. The Lender may charge on its own behalf, and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of any Monies, and may add the amount of such sums to the Secured Obligations.

7. The Debtor shall deliver in writing to the Lender from time to time upon request by the Lender such information relating to the Policy as the Lender may require. The Lender shall be entitled from time to time to inspect any books, papers, documents or records evidencing or relating to the Policy and make copies thereof, and for such purpose the Lender shall have reasonable access to any and all premises occupied by the Debtor.

8. The Debtor shall, upon request by the Lender, do such acts and things and give such receipts, deeds, transfers, discharges or other instruments as may be necessary to enable the Lender to obtain payment of the Monies or any other amounts payable to the Lender hereunder.

IN WITNESS WHEREOF the Debtor has executed this assignment as of the 5 day of October, 2009.

787755 ONTARIO LIMITED

By: ______________________________
Name: Peter Nelipa
Title: President

SCHEDULE "A"
POLICY OF INSURANCE

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9683
FAX (905) 890-3948

Atto Business Centre

COMMERCIAL INSURANCE BINDER

INSURER: Aviva Insurance Company of Canada

Policy Term (12:01 a.m.): 24-Sep-09 **To** Dec. 19, 2009

Name	787755 Ontario Limited o/a New Durham Trading & NDT Food	**Policy #**	PFP A1415497	**Broker**	James Moore
Mailing Address	6815 Davand Dr. Mississauga, Ontario, L5T 1L4	**Address Insured**	6815 Davand Dr. Mississauga, Ontario, L5T 1L4		
Loss Payable	Bank of Montreal, Corporate Finance Division 100 King St. w., 11th Floor, Toronto, M5X 1A1	**Additional Insured**	Insured		
Date	25-Sep-09	**Limits**	**Deductible**	**Comments**	
P	Property of Every Description	$ 7,700,000	$ 1,000	**$ 1,000. DEDUCTIBLE APPLIES**	
R				**TO ALL SECTIONS UNLESS**	
O	Sewer Back Up	Included	$ 5,000	**OTHERWISE SPECIFIED**	
P	Personal Property of Employees	$ 500		**$25,000 in any one occurrence**	
E	Growing Plants, Trees, Shrubs in Open	$ 1,000		**$10,000 in any one occurrence**	
R	Extra Expense	$ 25,000			
T	Auditors' Fees	$ 5,000			
Y	Accounts Receivable	$ 25,000			
	Valuable Papers & Records	$ 25,000			
	Consequential Loss Assumption	$ 100,000			
	Brands & Labels	$ 25,000			
	Fire Fighting Expense	$ 25,000			
	Fire Suppression System Expenses	$ 25,000			
	Off Premises Power Interruption	$ 25,000			
	Exhibition Floater	$ 25,000			
	Temporary Locations	$ 25,000			
	New Acquisitions - Buildings	$ 1,000,000			
	New Acquisitions - Contents	$ 500,000			
	Debris Removal	$ 25,000			
	Land and Water Pollution Cleanup	$ 10,000			
	Building By Laws	Included			
	Inflation Protection	Included			
	Off Premises and Transit	$ 10,000			
	Parcel Post	$ 5,000			
	Salesperson Contents	$ 5,000			
	EDP Equipment, Data and Media	$ 25,000			
	Fine Arts	$ 20,000			
	Installation Floater	$ 10,000			
	Electric & Neon Sign	$ 5,000			
	Peak Season Increase	25%			
	Broad Form Money & Securities	$ 5,000			
	Cost of Preparing Proof of Loss	$ 10,000			
	Plate Glass	Included			

ATTO BUSINESS CENTRE
INSURANCE BROKERS INC.
PHONE (905) 890-1412
TOLL FREE 1-800-263-9683
FAX (905) 890-3948

Atto Business Centre

Name	787755 Ontario Limited o/a New Durham Trading & NDT Food	Policy #	PFP A1415497	Broker	Jim Moore
Date	25-Sep-09	Limits	Deductible	Comments	
L	Aggregate Limit		$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
I	Bodily Injury & Property Damage	$ 5,000,000		TO ALL SECTIONS UNLESS	
A	Personal Injury	$ 5,000,000		OTHERWISE SPECIFIED	
B	Tenants Legal Liability	$ 1,000,000			
I	Advertising Liability	$ 1,000,000			
L	Non-Owned Automobile	$ 5,000,000			
I	Professional Liability	Not Covered			
T					
Y					
O	Actual Loss Sustained	Not Applicable	$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
P	Retailers Production Impairment	Not Applicable		TO ALL SECTIONS UNLESS	
T	Profits	Not Applicable		OTHERWISE SPECIFIED	
I	Earnings	$ 1,000,000			
O	Employee Dishonesty	Not Applicable			
N	Tool Floater	Not Applicable			
S	Installation Floater	Not Applicable			
	Contractors Equipment Floater	Not Applicable			
	Office Contents Floater				
M	BOILER & MACHINERY		$ 1,000	$ 1,000. DEDUCTIBLE APPLIES	
A	Property Damage	Included		TO ALL SECTIONS UNLESS	
C	Water Damage	Included		OTHERWISE SPECIFIED	
H	Expediting Expensies	Included			
I	Consequential Damage	Included			
N	Ammonia Contamination	Included			
E	Hazardous Substance	Included			
R	Loss of Income: Actual Loss Sustained	na	24 Hrs.		
Y					

Annual Premium $ - **R. S. T.** $ - **TOTAL** $ -

This Binder is subject to the Insurance Company's Standard Limitations, Exclusions, Terms & Conditions.

THIS BINDER EXPIRES IN 30 DAYS OR RECEIPT OF REPLACEMENT POLICY WHICH EVER OCCURS FIRST

SIGNED ROBERT PISSEY **Ext. 223** **DATE** 25-Sep-09

Attached is Exhibit CC

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT (as amended, modified, supplemented, restated, superseded or replaced from time to time, this "**Pledge Agreement**"), dated as of October 5 , 2009, is made by **TARBRAC HOLDINGS INC.**, a corporation incorporated under the laws of the Province of Ontario (the "**Pledgor**"), in favour of **BANK OF MONTREAL** (the "**Bank**").

IN CONSIDERATION for the sum of $10 now paid by the Bank to the Pledgor and for other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Pledgor, the Pledgor agrees with the Bank as follows:

1. **Definitions and Interpretation**.

(a) "**Borrowers**" means, collectively, 2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontario Limited, and Borrower means any one of them.

(b) "**Discharge Event**" means the full, final and indefeasible payment or repayment of all Secured Obligations.

(c) "**Distributions**" means all stock dividends, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, amalgamations, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Shares or other shares of capital stock constituting Collateral, but shall not include Dividends.

(d) "**Dividends**" means cash dividends and cash distributions with respect to any Pledged Shares or other Pledged Property made in the ordinary course of business but excludes any liquidating dividend.

(e) **"Guarantees"** means, collectively, the guarantees of the obligations of each of the Borrowers, as more fully described therein, to the Bank, each dated as of the date hereof issued by the Pledgor to the Bank, for the benefit of the Bank, as the same may from time to time be amended, modified, supplemented, restated, superseded or replaced.

(f) "**Pledged Property**" means all Pledged Shares and all other shares of capital stock, all other securities, all assignments of any amounts due or to become due, all other instruments which are now being delivered by the Pledgor to the Bank or which may from time to time hereafter be delivered by the Pledgor to the Bank for the purpose of pledge under this Pledge Agreement or any other credit document, and all proceeds of any of the foregoing.

(g) "**Pledged Shares**" means all of the shares in the capital stock of 2110458 Ontario Limited and 2131413 Ontario Limited which are now owned or are hereafter acquired by the Pledgor including, without limitation, the shares described in Attachment 1 hereto.

(h) "**PPSA**" means the *Personal Property Security Act* as in effect in the Province of Ontario.

Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the PPSA are used in this Pledge Agreement, including its preamble and recitals, with such meanings.

2. **Grant of Security Interest**. As a general and continuing security for the payment, performance and satisfaction of the obligations of the Pledgor to Bank pursuant to the Guarantees (the "**Secured Obligations**"), the Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Bank, a continuing security interest in, all of the following property (collectively, the "**Collateral**"):

(a) the Pledged Shares and all certificates and other instruments evidencing or representing the same;

(b) all other Pledged Property whether now or hereafter delivered to the Bank in connection with this Pledge Agreement;

(c) all Dividends, Distributions, interest, and other payments and rights with respect to any Pledged Property including, without limitation, money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Property or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of, the capital of the subject Pledged Share issuer in respect thereof; and

(d) all proceeds of any of the foregoing.

3. **Security for the Secured Obligations.** This Pledge Agreement and the Collateral charged by the terms of this Pledge Agreement secures the payment, performance and satisfaction in full of all Secured Obligations whether for principal, interest, costs, fees, expenses, or otherwise.

4. **Delivery of Collateral.** All certificates representing or evidencing any Collateral, including all Pledged Shares, shall be delivered to and held by or on behalf of the Bank pursuant hereto, shall be in suitable form for transfer by delivery, and shall be accompanied by all necessary instruments of transfer or assignment, duly executed in blank. All Pledged Shares may, at the option of the Bank, be registered in the name of the Bank or any nominee designated by the Bank by notice in writing to the Pledgor.

5. **Dividends on Pledged Shares.** If any Dividend is to be paid on any Pledged Share at a time when no event of default under this Pledge Agreement ("**Event of Default**") has occurred (and is continuing) or would result therefrom, such Dividend or payment may be paid directly to the Pledgor or as it may otherwise direct in writing. If any Event of Default has occurred (and is continuing) or would result from the payment of any permitted Dividend on any Pledged Share, then any such permitted Dividend or payment shall be paid directly to the Bank, and the Pledgor shall promptly pay any such Dividend received by it in contravention of this Section 5 to the

Bank and until such Dividend is so paid to the Bank, such Dividend shall be held in trust for the benefit of the Bank, separate and apart by the Pledgor from its property and assets.

6. **Continuing Security Interest.** This Pledge Agreement shall create a continuing security interest in the Collateral in favour of the Bank, and shall:

(a) remain in full force and effect until the occurrence of a Discharge Event,

(b) be binding upon the Pledgor and its successors and assigns, and

(c) enure, together with the rights and remedies of the Bank hereunder.

Upon the occurrence of a Discharge Event, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination, the Bank will, at the Pledgor's sole expense, forthwith deliver to the Pledgor, without any representations, warranties or recourse of any kind whatsoever (except a representation that it has not assigned the same), all certificates and other instruments representing or evidencing all Pledged Shares, together with all other Collateral held by such secured party hereunder, and shall execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

7. **Representations and Warranties.** The Pledgor represents and warrants to the Bank, as at the date of each pledge and delivery hereunder (including each pledge and delivery of Pledged Shares after the date hereof) by the Pledgor to the Bank of any Collateral:

(a) Existence, etc. The Pledgor is a corporation subsisting under the laws of the Province of Ontario with the corporate power to enter into this Pledge Agreement; this Pledge Agreement has been duly authorized by all necessary corporate action on the part of the Pledgor and constitutes a legal and valid agreement binding on the Pledgor, enforceable in accordance with its terms; the making and performance of this Pledge Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any permitted encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected.

(b) Ownership, No Liens, etc. The Pledgor is the legal and beneficial owner of, and has good and marketable title to (and has full right and authority to create the security interest, pledge and assign) the Collateral, free and clear of all encumbrances, except any permitted encumbrances.

(c) As to Pledged Shares. There is no agreement, option, privilege or right pursuant to which the Pledgor may be required to sell or otherwise dispose of any of the Pledged Shares.

(d) Authorization, Approval, etc. Except for the resolution of the board of directors of the Pledgor, which has been obtained, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required either:

(i) for the pledge by the Pledgor of any Collateral pursuant to this Pledge Agreement or for the execution, delivery, and performance of this Pledge Agreement by the Pledgor, or

(ii) for the exercise by the Bank of (A) the voting or other rights provided for in this Pledge Agreement, or (B) the remedies in respect of the Collateral pursuant to this Pledge Agreement except as may be required in connection with a disposition of the Collateral pledged hereunder by laws affecting the offering and sale of securities generally or by the PPSA.

8. **Covenants.**

(a) Protect Collateral; Further Assurances, etc. The Pledgor agrees not to sell, assign, transfer, pledge or encumber in any other manner the Collateral (except in favour of the Bank hereunder and for permitted encumbrances). The Pledgor will warrant and defend the right and title herein granted unto the Bank in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. The Pledgor agrees that at any time, and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and take all further action reasonably requested by the Bank that may be necessary in the opinion of the Bank in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Stock Powers, etc. The Pledgor agrees that all Pledged Shares (and all other shares of capital stock constituting Collateral) delivered by the Pledgor pursuant to this Pledge Agreement will be accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Bank. The Pledgor will, from time to time upon the request of the Bank, promptly deliver to the Bank such stock powers, instruments, and similar documents, satisfactory in form and substance to the Bank, with respect to the Collateral as the Bank may reasonably request and will, from time to time upon the request of the Bank after the occurrence of any Event of Default which is continuing, promptly transfer any Pledged Shares or other shares of common stock constituting Collateral into the name of any nominee designated by the Bank.

(c) Continuous Pledge. Subject to Section 5 and Section 6 hereof, the Pledgor will, at all times, keep pledged to the Bank pursuant hereto, and shall deliver forthwith to the Bank, all Pledged Shares and all other shares of capital stock constituting Collateral, all Dividends and Distributions with respect thereto, and all other

Collateral and will not permit 2110458 Ontario Limited or 2131413 Ontario Limited to issue any capital stock which shall not have been immediately duly pledged hereunder on a perfected basis.

(d) Voting Rights; Dividends, etc. The Pledgor agrees:

(i) after any Event of Default shall have occurred, promptly upon receipt thereof by the Pledgor and without any request therefor by the Bank, to deliver (properly endorsed where required hereby or requested by the Bank) to the Bank all Dividends, Distributions, and all proceeds of the Collateral, all of which shall be held by the Bank as additional Collateral for use in accordance with Section 15; and

(ii) after any Event of Default shall have occurred and is continuing:

A. the Bank may exercise (to the exclusion of the Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Shares or other shares of capital stock constituting Collateral and the Pledgor hereby grants the Bank an irrevocable proxy, exercisable under such circumstances, to vote the Pledged Shares and such other Collateral; and

B. the Pledgor shall promptly deliver to the Bank such additional proxies and other documents reasonably requested by the Bank that may be necessary, in the reasonable opinion of the Bank, to allow the Bank to exercise such voting power.

Provided that such rights of exercise and voting powers shall immediately cease and re-vest in the Pledgor upon the remedy of all Events of Default, to the satisfaction of the Bank. All Dividends, Distributions and proceeds which may at any time, and from time to time, be held by the Pledgor but which the Pledgor is then obligated to deliver to the Bank, shall, until delivery to the Bank, be held by the Pledgor separate and apart from its other property in trust for the Bank until delivery to the Bank. The Bank agrees that unless an Event of Default shall have occurred and be continuing, the Pledgor shall have the exclusive voting power with respect to any shares of capital stock (including any of the Pledged Shares) constituting Collateral and the Bank shall, upon the written request of the Pledgor, promptly deliver such proxies, payment directions and other documents, if any, as shall be reasonably requested by the Pledgor which are necessary to allow the Pledgor to exercise voting power and receive all Dividends and Distributions with respect to any such share of capital stock (including any of the Pledged Shares) constituting Collateral; provided, however, that no vote shall be cast, or consent, waiver, or ratification given, or action taken by the Pledgor that would be prejudicial to the interests of the Bank, impair any Collateral or be inconsistent with or violate any provision of any credit document (including this Pledge Agreement) as between the Pledgor and the Bank (each a "Credit Document") or would have the effect of reducing the value of the Collateral as security for the Secured Obligations or imposing any restriction on the transferability of any of the Collateral.

(e) Chief Executive Office. The Pledgor agrees not move its chief executive office outside of the Province of Ontario except upon 30 days' prior written notice to the Bank and, in such event, (i) only to another Province in Canada, and (ii) only if the security interest created hereby continues to constitute a valid, enforceable and perfected first priority security interest in all Collateral.

(f) Change of Name. The Pledgor agrees not change its name except upon 30 days' prior written notice to the Bank and, in such event, only if the security interest created hereby continues to constitute a valid, enforceable and perfected first priority security interest in all Collateral.

(g) Representations and Warranties. The Pledgor will ensure that the representations and warranties set forth in this Pledge Agreement will be true and correct at all times.

9. **Bank Appointed Attorney-in-Fact.** The Pledgor hereby irrevocably appoints the Bank as the Pledgor's attorney-in-fact with effect following the occurrence of an Event of Default, to be effective only during the continuation of such Event of Default, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the discretion of the Bank, to take any action and to execute any instrument which it may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings which the Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Bank with respect to any of the Collateral.

The Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section 9 is (until termination of the security interest granted hereunder upon the payment and satisfaction in full of all Secured Obligations and the termination of all Commitments) irrevocable and constitutes a power coupled with an interest.

10. **Bank May Perform.** If the Pledgor fails to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the expenses of the Bank incurred in connection therewith shall be payable by the Pledgor.

11. **Bank Has No Duty.** The powers conferred on the Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Collateral or responsibility for:

(a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Property, whether or not the Bank has or is deemed to have notice or knowledge of such matters, or

(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

12. **Reasonable Care.** The Bank is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided, however, the Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as the Pledgor requests in writing at times other than following the occurrence and continuation of any Event of Default, and so long as the Pledgor pays or reimburses the Bank for all reasonable costs and expenses incurred by it in complying with such request, but failure of the Bank to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

13. **Remedies.** If any Event of Default shall have occurred (and is continuing) the security hereby granted shall immediately become enforceable and the Bank:

(a) may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under applicable law or in equity, all the rights and remedies of a secured party on default under the PPSA (whether or not the PPSA applies to the affected Collateral) and also may, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least fifteen days' prior notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(b) may do any one or more of the following:

(i) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder,

(ii) notify the parties obligated on any of the Collateral to make payment to the Bank of any amount due or to become due thereunder,

(iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto,

(iv) endorse any cheques, drafts, or other writings in the Pledgor's name to allow collection of the Collateral,

(v) take control of any proceeds of the Collateral, and

(vi) execute (in the name, place and stead of the Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral,

(c) may purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise and accept the Collateral in satisfaction of all of the Secured Obligations upon notice to the Pledgor of its intention to do so in the manner required by law;

(d) may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Bank sees fit;

(e) will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Pledgor or any other Person, in respect of the Collateral; and

(f) may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Bank may apply any balance of such proceeds to payment of the Secured Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any Person having a claim thereto in priority to the Pledgor of whom the Bank has knowledge and any balance remaining must be paid to the Pledgor. If the disposition of the Collateral fails to satisfy the Secured Obligations secured by this Pledge Agreement and the aforesaid expenses, the Pledgor will be liable to pay any deficiency to the Secured Parties forthwith on demand.

The foregoing rights and remedies are each independent and cumulative and may be enforced or exercised by the Bank separately or in any combination.

14. **Compliance with Restrictions.** The Pledgor agrees that in any sale of any of the Collateral following an Event of Default, the Bank is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Bank be liable nor accountable to the Pledgor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

15. **Application of Proceeds.** All cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral (collectively, the "**Proceeds of Disposition**") may, in the discretion of the Bank, be held by the Bank as additional collateral security for, or then or at any time thereafter be applied in whole or in part by the Bank against, all or any part of the Secured Obligations in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by any secured party and remaining after payment and satisfaction in full of all of the Secured Obligations, and the termination of all commitments, shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus. If the Proceeds of Disposition are insufficient to fully satisfy the Secured Obligations and the costs and expenses of enforcement incurred by the Bank, the Pledgor shall be liable to pay any deficiency to the Bank on demand.

16. **Credit Document.** For greater certainty nothing in this Pledge Agreement shall be interpreted or construed as authorizing or permitting the payment or other occurrence of any Dividends or Distributions except as provided for herein.

17. **Amendments, etc.** No waiver of any provision of this Pledge Agreement nor consent to any departure by the Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No amendment to this Pledge Agreement shall be effective or enforceable unless in writing signed by the Bank and the Pledgor.

18. **Protection of Collateral.** The Bank may from time to time, at its option, perform any act which the Pledgor agrees hereunder to perform and which the Pledgor shall fail to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuation of an Event of Default) and the Bank may from time to time take any other action which it reasonably deems necessary for the maintenance,

preservation or protection of any of the Collateral or of the security interest therein in favour of the Bank. Without limiting the generality of the foregoing if, and to the extent that, the Bank pays or discharges any mortgage, charge, encumbrance, lien, adverse claim or security interest claim in the Collateral or pays any claim to prior payment by any person, firm or corporation, the amount so paid shall be added to and deemed to form a part of the Secured Obligations and shall bear interest at the highest rate of interest charged by the Bank at that time in respect of any of the Secured Obligations until payment thereof.

19. **Successors and Assigns**. This Pledge Agreement shall enure to the benefit of and be binding upon the Bank and its successors and assigns and the Pledgor and its successors and assigns; provided that the Pledgor shall not have the right to assign this Pledge Agreement or any of its rights or obligations hereunder without the prior written consent of the Bank.

20. **Addresses for Notices.** Any notice or communication to be given under this Pledge Agreement to the Pledgor or to the Bank may be effectively given by delivering (whether by courier or personal delivery) the same to the Pledgor at 6815 Davand Drive, Mississauga, ON, L1W 3L7, or to the Bank at 1 First Canadian Place, 11th Floor, Toronto, Ontario, M5X 1A1, by sending the same by prepaid registered mail to the Pledgor or the Bank at such addresses as provided above or by facsimile to the Pledgor at (905) 795-8216 or to the Bank at (416) 864-6534. Any notice so mailed shall be deemed to have been received on the fifth business day next following the mailing of such notice, provided that postal service is in normal operation during such time. Any facsimile notice shall be deemed to have been received on transmission (and receipt of confirmation of transmission) if sent by any party to this Pledge Agreement before 5:00 p.m. Eastern Standard Time on a business day and, if not, on the next business day following transmission. The Pledgor and the Bank may from time to time notify the each other, in accordance with the provisions of this Section 20, of any change of address or facsimile number which after such notification, until changed by like notice, shall be the address or facsimile number, as the case may be, of the Pledgor or the Bank for all purposes of this Pledge Agreement.

21. **Section Captions.** Section captions used in this Pledge Agreement are for convenience of reference only, and shall not affect the construction of this Pledge Agreement.

22. **Severability.** Any provision of this Pledge Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Pledge Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

23. **Governing Law, Entire Agreement, etc.** This Pledge Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular Collateral are governed by the laws of a jurisdiction other than the Province of Ontario. This Pledge Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

24. **Paramountcy.** In the event of a conflict or inconsistency between the application of the provisions of this Pledge Agreement and the application of the provisions of any other Credit Document, the provisions giving the Bank greater rights or remedies shall govern (to the maximum extent permitted by applicable law), provided that, if any act or omission of the Pledgor is expressly permitted under any other Credit Document but is expressly prohibited hereunder, such act or omission shall be permitted; if any act or omission is expressly prohibited hereunder, but any other Credit Document does not expressly permit such act or omission, or if any act is expressly required to be performed under this Pledge Agreement but any other Credit Document does not expressly relieve the Pledgor from such performance, such circumstance shall not constitute a conflict between the applicable provisions under this Pledge Agreement and the provisions of any other Credit Document.

25. **Continuing Security**. This Pledge Agreement shall not be considered to be satisfied or discharged, in whole or in part, by any intermediate payment of all or part of the Secured Obligations and shall operate as a continuing security interest for a current, running or revolving account or credit facility unless and until a Discharge Event occurs.

26. **Miscellaneous**. The Pledgor and the Bank further agree that:

(a) the Pledgor shall not be discharged by an extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest granted hereunder upon the occurrence of a discharge;

(b) any failure by the Bank to exercise any right set out in this Pledge Agreement shall not constitute a waiver thereof; nothing in this Pledge Agreement or in the Secured Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Pledge Agreement or the payment in full of all of the Secured Obligations;

(c) the Pledgor acknowledges receipt of the an executed copy of this Pledge Agreement;

(d) the security interest created by this Pledge Agreement is intended to attach when this Pledge Agreement is signed by the Pledgor with respect to all items of Collateral in which the Pledgor has rights at that moment, and shall attach to all other Collateral immediately upon the Pledgor acquiring any rights therein, and the parties do not intend to postpone the attachment of any security interest granted under this Pledge Agreement;

(e) all references to any party hereto or to any other Person herein, shall include the respective successors and assigns and any receiver, receiver-manager, interim receiver or trustee of such party or Person;

(f) this Pledge Agreement and the security interests granted hereunder are in addition to and not in substitution for any other security now or hereafter held by the Bank in respect of the Pledgor, the Secured Obligations or the Collateral;

(g) nothing in this Pledge Agreement shall obligate the Bank to advance credit to the Pledgor, or to extend the time for payment or satisfaction of any Secured Obligation;

(h) time shall be of the essence of this Pledge Agreement; and

(i) value has been given.

27. **Interpretation.** Without limiting the generality of any provisions of this Pledge Agreement, any rights or benefits stated to accrue to the Bank hereunder will accrue for the benefit of the Bank.

[signature contained on next page]

IN WITNESS WHEREOF, the undersigned has caused this Pledge Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above.

TARBRAC HOLDINGS INC.

By:______________________________
Name: TARAGH Burke
Title: President
I have authority to bind the Corporation

ATTACHMENT 1 to
Pledge Agreement
Pledged Shares

Issuer	Class of Shares	Number of Shares
2110458 Ontario Limited	Common	One Hundred (100)
2131413 Ontario Limited	Common	Ten Thousand (10,0000

Attached is Exhibit DD

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal	Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontairo Limited, collectively** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **Two Hundred and Fifty Thousand** Dollars ($250,000) with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated , and ____________________ the amount(s) of $____________ and $_________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed.	Name: GIUSEPPE GATTI
Name of Witness: [illegible]	SEAL

Initial(s)

Legal*4465621.1

Attached is Exhibit EE

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontairo Limited, collectively** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **Two Hundred and Fifty Thousand** Dollars ($250,000) with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

____

____

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated , and ____________________ the amount(s) of $____________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of ~~September~~ October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
	Name: TARAGH BRACKEN
Name of Witness: PREVAIN DEVENDRAN	

SEAL

If executed by a company with a corporate seal, the corporate seal should be affixed.

____ Initial(s)

Legal*4465616.1

Attached is Exhibit FF

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with **2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontairo Limited, collectively** herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to **Two Hundred and Fifty Thousand** Dollars ($250,000) with interest thereon at a rate of 2.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

Guarantor(s) Initial(s)

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. For greater certainty and without limiting the generality of the foregoing, the Guarantor agrees that this Guarantee is in addition to and not in substitution of the Guarantee(s) dated **_the date hereof, being a limited recourse guarantee,** and ____________________ the amount(s) of $____________ and $________________. The present Guarantee shall remain in full force and effect until all debts and obligation hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AS WITNESS the hands and seals of the undersigned, at Toronto this 5 day of ~~September~~ October, 2009 (year).

WITNESS	SIGNATURE OF GUARANTOR
If executed by a company with a corporate seal, the corporate seal should be affixed.	Name: PETER NELIPA SEAL
Name of Witness: B. McCutcheon	

Attached is Exhibit GG

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

Bank of Montreal:
Limited Recourse Guarantee for Indebtedness for an Incorporated Company

To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "**Bank**") dealing with 2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontario Limited herein collectively referred to as the "**Customer**", the undersigned hereby guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever;

IT IS AGREED that notwithstanding anything to the contrary herein, the liability of the undersigned under this Guarantee is for the sole purpose of enabling the Bank to obtain an effective charge and security interest in the shares which are now owned or hereafter acquired by the undersigned in the capital stock of 787755 Ontario Limited (the "**Collateral**"). Notwithstanding any other provisions hereof:

(a) the liability of the undersigned to the Bank under this Guarantee is limited to such liability as is required to enable the Bank to obtain an effective charge and security interest in the Collateral and to permit the Bank to realize upon such Collateral;

(b) the Bank shall not be entitled to sue or commence any action against the undersigned to recover any sum owing by the undersigned to the Bank pursuant to this Guarantee, unless such suit or action is necessary to permit the Bank to realize upon the Collateral; and

(c) in the event that the undersigned shall default in its obligation under this Guarantee ("**Obligations**"), the sole recourse of the Bank against the undersigned with respect to such obligations shall be with respect to the Collateral or any amounts received upon the realization of such Collateral and the Bank shall not, under any circumstances, have any right hereunder to any other payment from the undersigned or against any of its other property or assets with respect to the Obligations, and for greater certainty the undersigned shall not be liable hereunder to pay to the Bank any amount by which the Obligations exceed the proceeds of realization of the Collateral, and in the event the proceeds of such realization of Collateral exceeds the Obligations, the Bank shall forthwith deliver such excess to the undersigned.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned, subject to the limitation of liability of the undersigned herein contained, of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid in the date such notice expired and also in respect of any contingent or future liabilities of any one or more of the undersigned or of the respective executors, administrators or legal representatives or any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment has not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank as is covered hereby.

THIS CONTRACT shall be construed in accordance with the laws or the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province.

NOTWITHSTANDING the provisions of any statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by said Bank. The present Guarantee shall remain in full force and effect until all debts and obligations hereby secured have been irrevocably and indefeasibly paid and released at which time the Bank shall forthwith fully and finally release the undersigned from any Obligations hereunder.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED this 5th day of October, 2009.

WITNESS	)))))	PETER NELIPA

Attached is Exhibit HH

Referred to in the

AFFIDAVIT OF ROBERT KIEFER

Sworn before me

This 10 day of November, 2010

Alyssa Keon, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 7, 2012.

Commissioner for Taking Affidavits, etc.

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT (as amended, modified, supplemented, restated, superseded or replaced from time to time, this "**Pledge Agreement**"), dated as of October 5, 2009, is made by **PETER NELIPA**, an individual residing in the Province of Ontario (the "**Pledgor**"), in favour of **BANK OF MONTREAL** (the "**Bank**").

IN CONSIDERATION for the sum of $10 now paid by the Bank to the Pledgor and for other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Pledgor, the Pledgor agrees with the Bank as follows:

1. **Definitions and Interpretation**.

(a) "**Borrowers**" means, collectively, 2110458 Ontario Limited, 2131413 Ontario Limited and 787755 Ontario Limited, and Borrower means any one of them.

(b) "**Discharge Event**" means the full, final and indefeasible payment or repayment of all Secured Obligations.

(c) "**Distributions**" means all stock dividends, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, amalgamations, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Shares or other shares of capital stock constituting Collateral, but shall not include Dividends.

(d) "**Dividends**" means cash dividends and cash distributions with respect to any Pledged Shares or other Pledged Property made in the ordinary course of business but excludes any liquidating dividend.

(e) **"Guarantee"** means the limited recourse guarantee of the obligations of each of the Borrowers, as more fully described therein, to the Bank, dated as of the date hereof issued by the Pledgor to the Bank, for the benefit of the Bank, as the same may from time to time be amended, modified, supplemented, restated, superseded or replaced.

(f) "**Pledged Property**" means all Pledged Shares and all other shares of capital stock, all other securities, all assignments of any amounts due or to become due, all other instruments which are now being delivered by the Pledgor to the Bank or which may from time to time hereafter be delivered by the Pledgor to the Bank for the purpose of pledge under this Pledge Agreement or any other credit document, and all proceeds of any of the foregoing.

(g) "**Pledged Shares**" means all of the shares in the capital stock of 787755 Ontario Limited which are now owned or are hereafter acquired by the Pledgor including, without limitation, the shares described in Attachment 1 hereto.

(h) "**PPSA**" means the *Personal Property Security Act* as in effect in the Province of Ontario.

Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the PPSA are used in this Pledge Agreement, including its preamble and recitals, with such meanings.

2. **Grant of Security Interest.** As a general and continuing security for the payment, performance and satisfaction of the obligations of the Pledgor to Bank pursuant to the Guarantee (the "**Secured Obligations**"), the Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Bank, a continuing security interest in, all of the following property (collectively, the "**Collateral**"):

(a) the Pledged Shares and all certificates and other instruments evidencing or representing the same;

(b) all other Pledged Property whether now or hereafter delivered to the Bank in connection with this Pledge Agreement;

(c) all Dividends, Distributions, interest, and other payments and rights with respect to any Pledged Property including, without limitation, money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Property or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of, the capital of the subject Pledged Share issuer in respect thereof; and

(d) all proceeds of any of the foregoing.

3. **Security for the Secured Obligations.** This Pledge Agreement and the Collateral charged by the terms of this Pledge Agreement secures the payment, performance and satisfaction in full of all Secured Obligations whether for principal, interest, costs, fees, expenses, or otherwise.

4. **Delivery of Collateral.** All certificates representing or evidencing any Collateral, including all Pledged Shares, shall be delivered to and held by or on behalf of the Bank pursuant hereto, shall be in suitable form for transfer by delivery, and shall be accompanied by all necessary instruments of transfer or assignment, duly executed in blank. All Pledged Shares may, at the option of the Bank, be registered in the name of the Bank or any nominee designated by the Bank by notice in writing to the Pledgor.

5. **Dividends on Pledged Shares.** If any Dividend is to be paid on any Pledged Share at a time when no event of default under this Pledge Agreement ("**Event of Default**") has occurred (and is continuing) or would result therefrom, such Dividend or payment may be paid directly to the Pledgor or as it may otherwise direct in writing. If any Event of Default has occurred (and is continuing) or would result from the payment of any permitted Dividend on any Pledged Share, then any such permitted Dividend or payment shall be paid directly to the Bank, and the Pledgor shall promptly pay any such Dividend received by it in contravention of this Section 5 to the

Bank and until such Dividend is so paid to the Bank, such Dividend shall be held in trust for the benefit of the Bank, separate and apart by the Pledgor from its property and assets.

6. **Continuing Security Interest.** This Pledge Agreement shall create a continuing security interest in the Collateral in favour of the Bank, and shall:

(a) remain in full force and effect until the occurrence of a Discharge Event,

(b) be binding upon the Pledgor and its successors and assigns, and

(c) enure, together with the rights and remedies of the Bank hereunder.

Upon the occurrence of a Discharge Event, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination the Bank will, at the Pledgor's sole expense, forthwith deliver to the Pledgor, without any representations, warranties or recourse of any kind whatsoever (except a representation that it has not assigned the same), all certificates and other instruments representing or evidencing all Pledged Shares, together with all other Collateral held by such secured party hereunder, and shall execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

7. **Representations and Warranties.** The Pledgor represents and warrants to the Bank, as at the date of each pledge and delivery hereunder (including each pledge and delivery of Pledged Shares after the date hereof) by the Pledgor to the Bank of any Collateral:

(a) Enforceability, etc. This Pledge Agreement constitutes a legal and valid agreement binding on the Pledgor, enforceable in accordance with its terms; the making and performance of this Pledge Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any permitted encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected.

(b) Ownership, No Liens, etc. The Pledgor is the legal and beneficial owner of, and has good and marketable title to (and has full right and authority to create the security interest, pledge and assign) the Collateral, free and clear of all encumbrances, except any permitted encumbrances.

(c) As to Pledged Shares. There is no agreement, option, privilege or right pursuant to which the Pledgor may be required to sell or otherwise dispose of any of the Pledged Shares.

(d) Authorization, Approval, etc. No authorization, approval, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required either:

(i) for the pledge by the Pledgor of any Collateral pursuant to this Pledge Agreement or for the execution, delivery, and performance of this Pledge Agreement by the Pledgor, or

(ii) for the exercise by the Bank of (A) the voting or other rights provided for in this Pledge Agreement, or (B) the remedies in respect of the Collateral pursuant to this Pledge Agreement except as may be required in connection with a disposition of the Collateral pledged hereunder by laws affecting the offering and sale of securities generally or by the PPSA.

8. **Covenants.**

(a) Protect Collateral; Further Assurances, etc. The Pledgor agrees not to sell, assign, transfer, pledge or encumber in any other manner the Collateral (except in favour of the Bank hereunder and for permitted encumbrances). The Pledgor will warrant and defend the right and title herein granted unto the Bank in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. The Pledgor agrees that at any time, and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and take all further action reasonably requested by the Bank that may be necessary in the opinion of the Bank in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Stock Powers, etc. The Pledgor agrees that all Pledged Shares (and all other shares of capital stock constituting Collateral) delivered by the Pledgor pursuant to this Pledge Agreement will be accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Bank. The Pledgor will, from time to time upon the request of the Bank, promptly deliver to the Bank such stock powers, instruments, and similar documents, satisfactory in form and substance to the Bank, with respect to the Collateral as the Bank may reasonably request and will, from time to time upon the request of the Bank after the occurrence of any Event of Default which is continuing, promptly transfer any Pledged Shares or other shares of common stock constituting Collateral into the name of any nominee designated by the Bank.

(c) Continuous Pledge. Subject to Section 5 and Section 6 hereof, the Pledgor will, at all times, keep pledged to the Bank pursuant hereto, and shall deliver forthwith to the Bank, all Pledged Shares and all other shares of capital stock constituting Collateral, all Dividends and Distributions with respect thereto, and all other Collateral and will not permit 787755 Ontario Ltd. to issue any capital stock which shall not have been immediately duly pledged hereunder on a perfected basis.

(d) Voting Rights; Dividends, etc. The Pledgor agrees:

(i) after any Event of Default shall have occurred, promptly upon receipt thereof by the Pledgor and without any request therefor by the Bank, to deliver (properly endorsed where required hereby or requested by the Bank) to the Bank all Dividends, Distributions, and all proceeds of the Collateral, all of which shall be held by the Bank as additional Collateral for use in accordance with Section 15; and

(ii) after any Event of Default shall have occurred and is continuing:

A. the Bank may exercise (to the exclusion of the Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Shares or other shares of capital stock constituting Collateral and the Pledgor hereby grants the Bank an irrevocable proxy, exercisable under such circumstances, to vote the Pledged Shares and such other Collateral; and

B. the Pledgor shall promptly deliver to the Bank such additional proxies and other documents reasonably requested by the Bank that may be necessary, in the reasonable opinion of the Bank, to allow the Bank to exercise such voting power.

Provided that such rights of exercise and voting power shall immediately cease and re-vest in the Pledgor upon the remedy of all Events of Default, to the satisfaction of the Bank. All Dividends, Distributions and proceeds which may at any time, and from time to time, be held by the Pledgor but which the Pledgor is then obligated to deliver to the Bank, shall, until delivery to the Bank, be held by the Pledgor separate and apart from its other property in trust for the Bank until delivery to the Bank. The Bank agrees that unless an Event of Default shall have occurred and be continuing, the Pledgor shall have the exclusive voting power with respect to any shares of capital stock (including any of the Pledged Shares) constituting Collateral and the Bank shall, upon the written request of the Pledgor, promptly deliver such proxies, payment directions and other documents, if any, as shall be reasonably requested by the Pledgor which are necessary to allow the Pledgor to exercise voting power and receive all Dividends and Distributions with respect to any such share of capital stock (including any of the Pledged Shares) constituting Collateral; provided, however, that no vote shall be cast, or consent, waiver, or ratification given, or action taken by the Pledgor that would be prejudicial to the interests of the Bank, impair any Collateral or be inconsistent with or violate any provision of any credit document (including this Pledge Agreement) as between the Pledgor and the Bank (each a "Credit Document") or would have the effect of reducing the value of the Collateral as security for the Secured Obligations or imposing any restriction on the transferability of any of the Collateral.

(e) Residence. The Pledgor agrees not move his residence outside of the Province of Ontario except upon 30 days' prior written notice to the Bank and, in such event, (i) only to another Province in Canada, and (ii) only if the security interest created hereby continues to constitute a valid, enforceable and perfected first priority security interest in all Collateral.

(f) Change of Name. The Pledgor agrees not change his name except upon 30 days' prior written notice to the Bank and, in such event, only if the security interest created hereby continues to constitute a valid, enforceable and perfected first priority security interest in all Collateral.

(g) Representations and Warranties. The Pledgor will ensure that the representations and warranties set forth in this Pledge Agreement will be true and correct at all times.

9. **Bank Appointed Attorney-in-Fact.** The Pledgor hereby irrevocably appoints the Bank as the Pledgor's attorney-in-fact with effect following the occurrence of an Event of Default, to be effective only during the continuation of such Event of Default, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the discretion of the Bank, to take any action and to execute any instrument which it may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings which the Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Bank with respect to any of the Collateral.

The Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section 9 is (until termination of the security interest granted hereunder upon the payment and satisfaction in full of all Secured Obligations and the termination of all Commitments) irrevocable and constitutes a power coupled with an interest.

10. **Bank May Perform.** If the Pledgor fails to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the expenses of the Bank incurred in connection therewith shall be payable by the Pledgor.

11. **Bank Has No Duty.** The powers conferred on the Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys

actually received by it hereunder, the Bank shall have no duty as to any Collateral or responsibility for:

(a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Property, whether or not the Bank has or is deemed to have notice or knowledge of such matters, or

(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

12. **Reasonable Care.** The Bank is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided, however, the Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as the Pledgor requests in writing at times other than following the occurrence and continuation of any Event of Default, and so long as the Pledgor pays or reimburses the Bank for all reasonable costs and expenses incurred by it in complying with such request, but failure of the Bank to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

13. **Remedies.** If any Event of Default shall have occurred (and is continuing) the security hereby granted shall immediately become enforceable and the Bank:

(a) may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under applicable law or in equity, all the rights and remedies of a secured party on default under the PPSA (whether or not the PPSA applies to the affected Collateral) and also may, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least fifteen days' prior notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(b) may do any one or more of the following:

   (i) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder,

   (ii) notify the parties obligated on any of the Collateral to make payment to the Bank of any amount due or to become due thereunder,

(iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto,

(iv) endorse any cheques, drafts, or other writings in the Pledgor's name to allow collection of the Collateral,

(v) take control of any proceeds of the Collateral, and

(vi) execute (in the name, place and stead of the Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral,

(c) may purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise and accept the Collateral in satisfaction of all of the Secured Obligations upon notice to the Pledgor of its intention to do so in the manner required by law;

(d) may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Bank sees fit;

(e) will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Pledgor or any other Person, in respect of the Collateral; and

(f) may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Bank may apply any balance of such proceeds to payment of the Secured Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any Person having a claim thereto in priority to the Pledgor of whom the Bank has knowledge and any balance remaining must be paid to the Pledgor. If the disposition of the Collateral fails to satisfy the Secured Obligations secured by this Pledge Agreement and the aforesaid expenses, the Pledgor will be liable to pay any deficiency to the Secured Parties forthwith on demand.

The foregoing rights and remedies are each independent and cumulative and may be enforced or exercised by the Bank separately or in any combination.

14. **Compliance with Restrictions**. The Pledgor agrees that in any sale of any of the Collateral following an Event of Default, the Bank is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Bank be liable nor accountable to the Pledgor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

15. **Application of Proceeds**. All cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral (collectively, the "**Proceeds of Disposition**") may, in the discretion of the Bank, be held by the Bank as additional collateral security for, or then or at any time thereafter be applied in whole or in part by the Bank against, all or any part of the Secured Obligations in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by any secured party and remaining after payment and satisfaction in full of all of the Secured Obligations, and the termination of all commitments, shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus. If the Proceeds of Disposition are insufficient to fully satisfy the Secured Obligations and the costs and expenses of enforcement incurred by the Bank, the Pledgor shall be liable to pay any deficiency to the Bank on demand.

16. **Credit Document**. For greater certainty nothing in this Pledge Agreement shall be interpreted or construed as authorizing or permitting the payment or other occurrence of any Dividends or Distributions except as provided for herein.

17. **Amendments, etc**. No waiver of any provision of this Pledge Agreement nor consent to any departure by the Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No amendment to this Pledge Agreement shall be effective or enforceable unless in writing signed by the Bank and the Pledgor.

18. **Protection of Collateral**. The Bank may from time to time, at its option, perform any act which the Pledgor agrees hereunder to perform and which the Pledgor shall fail to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuation of an Event of Default) and the Bank may from time to time take any other action which it reasonably deems necessary for the maintenance, preservation or protection of any of the Collateral or of the security interest therein in favour of the Bank. Without limiting the generality of the foregoing if, and to the extent that, the Bank pays or discharges any mortgage, charge, encumbrance, lien, adverse claim or security interest

claim in the Collateral or pays any claim to prior payment by any person, firm or corporation, the amount so paid shall be added to and deemed to form a part of the Secured Obligations and shall bear interest at the highest rate of interest charged by the Bank at that time in respect of any of the Secured Obligations until payment thereof.

19. **Successors and Assigns**. This Pledge Agreement shall enure to the benefit of and be binding upon the Bank and its successors and assigns and the Pledgor and its personal representatives and assigns; provided that the Pledgor shall not have the right to assign this Pledge Agreement or any of its rights or obligations hereunder without the prior written consent of the Bank.

20. **Addresses for Notices.** Any notice or communication to be given under this Pledge Agreement to the Pledgor or to the Bank may be effectively given by delivering (whether by courier or personal delivery) the same to the Pledgor at 1107 Athol Street, Whitby, Ontario, L1N 4A6, or to the Bank at 1 First Canadian Place, 11th Floor, Toronto, Ontario, M5X 1A1, by sending the same by prepaid registered mail to the Pledgor or the Bank at such addresses as provided above or by facsimile to the Pledgor at (905) 795-8216 or to the Bank at (416) 864-6534. Any notice so mailed shall be deemed to have been received on the fifth business day next following the mailing of such notice, provided that postal service is in normal operation during such time. Any facsimile notice shall be deemed to have been received on transmission (and receipt of confirmation of transmission) if sent by any party to this Pledge Agreement before 5:00 p.m. Eastern Standard Time on a business day and, if not, on the next business day following transmission. The Pledgor and the Bank may from time to time notify the each other, in accordance with the provisions of this Section 20, of any change of address or facsimile number which after such notification, until changed by like notice, shall be the address or facsimile number, as the case may be, of the Pledgor or the Bank for all purposes of this Pledge Agreement.

21. **Section Captions.** Section captions used in this Pledge Agreement are for convenience of reference only, and shall not affect the construction of this Pledge Agreement.

22. **Severability.** Any provision of this Pledge Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Pledge Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

23. **Governing Law, Entire Agreement, etc.** This Pledge Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular Collateral are governed by the laws of a jurisdiction other than the Province of Ontario. This Pledge Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

24. **Paramountcy.** In the event of a conflict or inconsistency between the application of the provisions of this Pledge Agreement and the application of the provisions of any other Credit

Document, the provisions giving the Bank greater rights or remedies shall govern (to the maximum extent permitted by applicable law), provided that, if any act or omission of the Pledgor is expressly permitted under any other Credit Document but is expressly prohibited hereunder, such act or omission shall be permitted; if any act or omission is expressly prohibited hereunder, but any other Credit Document does not expressly permit such act or omission, or if any act is expressly required to be performed under this Pledge Agreement but any other Credit Document does not expressly relieve the Pledgor from such performance, such circumstance shall not constitute a conflict between the applicable provisions under this Pledge Agreement and the provisions of any other Credit Document.

25. **Continuing Security**. This Pledge Agreement shall not be considered to be satisfied or discharged, in whole or in part, by any intermediate payment of all or part of the Secured Obligations and shall operate as a continuing security interest for a current, running or revolving account or credit facility unless and until a Discharge Event occurs.

26. **Miscellaneous**. The Pledgor and the Bank further agree that:

(a) the Pledgor shall not be discharged by an extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest granted hereunder upon the occurrence of a discharge;

(b) any failure by the Bank to exercise any right set out in this Pledge Agreement shall not constitute a waiver thereof; nothing in this Pledge Agreement or in the Secured Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Pledge Agreement or the payment in full of all of the Secured Obligations;

(c) the Pledgor acknowledges receipt of the an executed copy of this Pledge Agreement;

(d) the security interest created by this Pledge Agreement is intended to attach when this Pledge Agreement is signed by the Pledgor with respect to all items of Collateral in which the Pledgor has rights at that moment, and shall attach to all other Collateral immediately upon the Pledgor acquiring any rights therein, and the parties do not intend to postpone the attachment of any security interest granted under this Pledge Agreement;

(e) all references to any party hereto or to any other Person herein, shall include the respective successors and assigns and any receiver, receiver-manager, interim receiver or trustee of such party or Person;

(f) this Pledge Agreement and the security interests granted hereunder are in addition to and not in substitution for any other security now or hereafter held by the Bank in respect of the Pledgor, the Secured Obligations or the Collateral;

(g) nothing in this Pledge Agreement shall obligate the Bank to advance credit to the Pledgor, or to extend the time for payment or satisfaction of any Secured Obligation;

(h) time shall be of the essence of this Pledge Agreement; and

(i) value has been given.

27. **Interpretation.** Without limiting the generality of any provisions of this Pledge Agreement, any rights or benefits stated to accrue to the Bank hereunder will accrue for the benefit of the Bank.

[signature contained on next page]

IN WITNESS WHEREOF, the undersigned has caused this Pledge Agreement to be duly executed and as of the date first written above.

WITNESS	)))))	**PETER NELIPA**

ATTACHMENT 1 to
Pledge Agreement
Pledged Shares

Issuer	Class of Shares	Number of Shares
787755 Ontario Limited	Common	One Hundred (100)

BANK OF MONTREAL	- and -	**2110458 ONTARIO LIMITED, 2131413 ONTARIO LIMITED, 787755 ONTARIO LIMITED AND TARBRAC HOLDINGS INC.**
Applicant		Respondents

Court File No. ____________________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

APPLICATION RECORD

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416.863.1500
Fax: 416.863.1515

Steven L. Graff – LSUC No. 31871B
Aaron T. Collins – LSUC No. 55490T

Lawyers for the Applicant