

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

MOTION RECORD
(Returnable October 30, 2013)

October 22, 2013

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TAB 1

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

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**NOTICE OF MOTION
(Returnable October 30, 2013)**

Deloitte Restructuring Inc.(formerly Deloitte & Touche Inc.) ("**Deloitte**"), in its capacity as the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Ellen's Food Group Inc. (the "**Debtor**"), will make a motion before a Judge of the Ontario Superior Court of Justice (Commercial List) on Wednesday, October 30, 2013 at 10:00 o'clock in the morning or as soon after that time as the motion can be heard at 330 University Avenue, in the City of Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR AN ORDER:

1. approving the conduct and activities of the Receiver from February 25, 2013 to the date of the First Report of the Receiver dated October 17, 2013 (the "**First Report**");
2. authorizing the Receiver to assign the Debtor into bankruptcy;

3. approving the professional fees and disbursements of the Receiver and its legal counsel, Thornton Grout Finnigan LLP and Kronis, Rotsztain, Margles, Cappel, LLP for the period February 25, 2013 to September 30, 2013; and
4. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

5. pursuant to the Appointment Order, Deloitte Restructuring Inc. (then known as Deloitte and Touche Inc.) was appointed as the Receiver of the Debtor pursuant to the provisions of Section 243 of the *Bankruptcy and Insolvency Act* (Canada) and Section 101 of the *Courts of Justice Act* (Ontario);
6. the Debtor was engaged in the manufacturing and distribution of quick frozen, ready-to-eat meals and leased the Sims Crescent Property, among others, as a manufacturing site;
7. since the date of the Appointment Order, the Receiver has determined that the Debtor sold substantially all of its business to TFI Foods Ltd. (“**TFI**”) pursuant to a Sales Agreement dated June 7, 2012 for payment in the amount of \$1.078 million, including Harmonized Sales Tax (“**HST**”) (the “**Purchased Price**”);
8. pursuant to a Sales Invoice dated July 5, 2012, the Purchase Price was paid by TFI to the Debtor in four (4) installments on the following dates and in the corresponding amounts: (i) June 15, 2012 - \$200,000; (ii) June 20, 2012 - \$100,000; (iii) June 21, 2012 - \$500,000; and (iv) July 3, 2012 - \$278,020;
9. based on the Receiver’s review of the Debtor’s bank statements and discussions with the Debtor’s principal, Ellen Pun (“**Pun**”), the Receiver has determined that the vast majority of sale proceeds were distributed to non-arm’s length parties and only \$150,000 was paid to HSBC Bank Canada (the “**Bank**”) on account of the Debtor’s indebtedness in respect of which the Bank has a first-ranking security interest;
10. the Receiver contacted Canada Revenue Agency (“**CRA**”) in May 2013 and requested both an HST and source deduction audit. On September 11, 2013, the Receiver received

a copy of the results of the CRA audit. CRA issued a notice of reassessment on August 27, 2013 in the total amount of \$633,900.04, including penalties and interest;

11. Rules 1.04 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as am.; and
12. 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:

1. the First Report of the Receiver dated October 17, 2013; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

October 22, 2013

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Lawyers for the Receiver, Deloitte Restructuring
Inc.

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

SERVICE LIST

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AND TO: DEPARTMENT OF JUSTICE

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AND TO: ONTARIO MINISTRY OF FINANCE

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HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at **Toronto**

NOTICE OF MOTION

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**FIRST REPORT OF THE RECEIVER
DATED OCTOBER 17, 2013**

INTRODUCTION

1. By Order of the Honourable Mr. Justice Morawetz dated February 25, 2013 (the “**Appointment Order**”), Deloitte & Touche Inc. was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Ellen’s Food Group Inc. (the “**Company**”) pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and Section 101 of the *Courts of Justice Act* (Ontario). Attached hereto as Appendix “**A**” is a true copy of the Appointment Order.
2. On July 1, 2013, Deloitte & Touche Inc. changed its name to Deloitte Restructuring Inc. (hereinafter referred to as, “**Deloitte**”).

PURPOSES OF THE RECEIVER'S REPORT

3. The purpose of this First Report of the Receiver (the "**First Report**") is to inform the Court of the status of the receivership since the date of the Appointment Order. This First Report is filed in support of a motion brought by the Receiver for an Order:
 - (a) authorizing the Receiver to assign the Company into bankruptcy;
 - (b) approving the conduct and activities of the Receiver since the date of the Appointment Order; and
 - (c) approving the professional fees and disbursements of the Receiver and its legal counsel, Thornton Grout Finnigan LLP ("**TGF**"), and Kronis, Rotsztain, Margles, Cappel, LLP ("**KRMC**") for the period February 25, 2013 to September 30, 2013.
4. All references to dollars are in Canadian currency unless otherwise noted.
5. Unless otherwise provided, capitalized terms not otherwise defined in this First Report are as defined in the Appointment Order.

BACKGROUND TO THE RECEIVERSHIP

6. The Company was engaged in the business of manufacturing and distributing quick frozen, ready-to-eat meals to nursing homes in the Asian community and federal institutions. The Company operated out of leased facilities in Richmond Hill and Scarborough, Ontario, including the property located at 30 Sims Crescent, Richmond Hill, Ontario (the "**Sims Crescent Property**").

7. Pursuant to a credit facility letter dated February 10, 2005, as amended, HSBC Bank Canada (the “**Bank**”) extended certain credit facilities to the Company, including an operating lease line to finance the Company’s acquisition of equipment for use in its production plant located at the Sims Crescent Property and a revolving operating loan to assist with the Company’s working capital requirements and the importing of equipment for use in the Company’s business operations (the “**Credit Facilities**”).
8. As security for its obligations to the Bank, the Company granted security over all of its personal property to the Bank pursuant to, among other things, a General Security Agreement dated June 3, 2005 and a Master Lease Agreement No. 230857.ON dated June 3, 2005.
9. On June 24, 2010, the Bank demanded payment from the Company of all amounts then outstanding under the Credit Facilities, namely the sum of \$1,753,971.19, together with interest, fees and costs to the date of payment, and issued a Notice of Intention to Enforce Security to the Company pursuant to Section 244 of the BIA.
10. The Company and the Bank entered into a series of forbearance agreements beginning in November 2010. In consideration for the Bank’s forbearing from taking any further steps to enforce its security, the Company agreed, among other things, to execute a consent to the appointment of a receiver which was to be held in escrow and would only become effective upon the occurrence of a Forbearance Terminating Event or the Forbearance Deadline (as such terms were defined in the

forbearance agreements executed by the Company and the Bank). Attached hereto as Appendix “**B**” is a true copy of the consent executed by the Company.

11. Having failed to satisfy the terms of the last forbearance agreement dated December 21, 2012, the Bank brought an application to have Deloitte appointed as receiver which relief was granted pursuant to the Appointment Order.
12. As at the date of the Appointment Order, the Company’s indebtedness to the Bank was \$269,162.36.
13. The Receiver requested that its independent counsel, KRMC, review the Bank’s security and provide an independent legal opinion on its validity and enforceability. The Receiver obtained an opinion confirming the validity, enforceability and first registered priority of the Bank over the Property, subject only to the usual qualifications. Attached hereto as Appendix “**C**” is a true copy of the independent legal opinion.

THE COMPANY RECORDS

14. In accordance with the terms of the Appointment Order, the Receiver attended at the Company’s corporate head office at 245 Centurian Drive, Suite 203, Richmond Hill, Ontario, on February 26, 2013.
15. While at the Company’s corporate head office, the Receiver spoke to the Company’s principal, Ms. Ellen Pun (“**Pun**”), by telephone and was advised by Pun that the Company’s books and records (the “**Records**”) were not located at the

corporate head office. Pun did not advise the Receiver at that time as to the location of the Records or when the Records would be delivered to the Receiver.

16. On February 27, 2013, the Receiver again spoke to Pun and was advised that the Records were kept by the Company's accountant, Mr. Gabriel Lee ("**Lee**"). The Receiver was advised by Pun to contact Lee for delivery of the Records and Pun provided the Receiver with contact information for Lee.
17. After efforts to contact Lee on February 27, 2013 proved unsuccessful, the Receiver was able to speak to Lee on the morning of February 28, 2013, at which time the Receiver requested the delivery of the Records. The Receiver was advised by Lee that the Records would be delivered shortly to the Receiver. Attached hereto as Appendix "**D**" is a true copy of email correspondence between the Receiver and Lee during the period of February 28, 2013 to March 5, 2013.
18. The Receiver's solicitors reiterated the Receiver's request for delivery of the Records and confirmed that Lee had advised the Receiver on February 28, 2013 that the Records would be delivered shortly. Attached hereto as Appendix "**E**" is a true copy of correspondence from Danny Nunes of TGF dated February 28, 2013 to Keith Juriansz of Juriansz & Li, the Company's then counsel.
19. On or about March 5, 2013, despite having made numerous requests of Pun and Lee for delivery of the Records and having been advised that the Records would be delivered shortly, the Receiver was advised by Pun that the Company had not operated in over a year and did not have any Records. Furthermore, the Receiver

was also advised at that time by Lee that he did not have any Records in his possession and did not act as the accountant for the Company.

20. The Receiver was provided with certain of the Company's bank statements by Pun and based upon its review of a search conducted under the *Personal Property Security Act* (Ontario) (the "**PPSA Search**"), the Receiver prepared and sent the creditor notice required under Section 245(1) of the BIA (the "**Creditor Notice**"). Attached hereto as Appendices "**F**" and "**G**" are true copies of the PPSA Search and the Creditor Notice, respectively.

21. On March 26, 2013, Pun sent the Receiver the following documentation:
 - (a) copies of the Company's bank statements in respect of accounts held at ICBC for the period January 1, 2013 to October 31, 2013 along with the cancelled cheques;
 - (b) copies of the Company's HST returns for May 2012 to January 2013;
 - (c) the Company's accounts payable listing (without addresses) for the period ending October 31, 2012; and
 - (d) a related party listing for the period ending October 31, 2012.

22. On March 26, 2013 and on June 10, 2013, the Receiver requested that the following related party accounts receivable be settled:
 - (a) 2274965 Ontario Inc. in the amount of \$1,005.24;
 - (b) 2213813 Ontario Inc. in the amount of \$212.50; and
 - (c) 2200657 Ontario Ltd. in the amount of \$23,600.96.

No payments have been received.

23. On August 29, 2013, the Receiver prepared and sent the creditor notice required under Subsection 246(2) of the BIA. Attached hereto as Appendix “H” is a true copy of the Subsection 246(2) notice.

THE COMPANY’S SECURED CREDITORS

24. The PPSA Search revealed that, aside from the Bank, other parties had registered security interests against the Property, including the following:
- (i) Redstone Investment Corporation (“**Redstone**”) on April 6, 2011 in respect of “accounts” and “other”;
 - (ii) Industrial and Commercial Bank of China (Canada) (“**ICBC**”) on April 3, 2012 in respect of all classes of collateral with the exception of “motor vehicle” and “consumer goods”; and
 - (iii) Dr. Sai Kui Lee on January 28, 2013 in respect of all classes of collateral with the exception of “motor vehicle” and “consumer goods”.
25. The Receiver sent correspondence to Redstone, ICBC and Dr. Lee advising of the Receiver’s appointment and requesting copies of all security documentation, including any history of payments made to and from the Company. Attached hereto as Appendix “I” is a true copy of the correspondence (excluding enclosures) sent by the Receiver to Redstone, ICBC and Dr. Lee dated March 1, 2013.

26. In the letter sent to ICBC, the Receiver also requested information regarding any bank accounts held at ICBC by the Company. The Receiver was advised by ICBC that the Company's bank account at ICBC was opened on October 21, 2011 and closed on October 26, 2012. With respect to ICBC's PPSA registration, the Receiver was advised that it had been registered in anticipation of a credit facility that was to be extended to the Company. However, ICBC ultimately did not extend the credit facility to the Company and, as such, it advised the Receiver that it would discharge the PPSA registration. Attached hereto as Appendix "J" is a true copy of correspondence from ICBC to the Receiver dated March 1, 2013.
27. With respect to Dr. Lee, the Receiver was provided with copies of a promissory note from Pun in favour of Dr. Lee (the "**Promissory Note**") and a General Security Agreement from the Company in favour of Dr. Lee (the "**Lee GSA**"), both dated April 18, 2011, by Robert Leck of Stiver Vale, counsel to Dr. Lee. Attached hereto as Appendices "**K**" and "**L**" are the Promissory Note and the Lee GSA.
28. The Promissory Note provides that Pun promised to pay the amount of \$857,623.00, plus interest, to Dr. Lee and as collateral security for payment of the Promissory Note, the Company agreed to guarantee Pun's obligations and provide the Lee GSA.

29. In a letter dated March 5, 2013, counsel for Dr. Lee advised the Receiver that Dr. Lee had received payments on account of the Promissory Note indebtedness in the aggregate amount of \$468,220.41 on the following dates:

- (i) April 27, 2011 - \$69,985.00;
- (ii) May 5, 2011 - \$80,000.00;
- (iii) May 19, 2011 - \$103,000.00;
- (iv) June 16, 2011 - \$85,235.41;
- (v) June 29, 2011 - \$50,000.00;
- (vi) October 18, 2012 - \$10,000.00;
- (vii) October 20, 2012 - \$10,000.00;
- (viii) October 27, 2012 - \$10,000.00;
- (ix) November 3, 2012 - \$10,000.00;
- (x) November 13, 2012 - \$10,000.00;
- (xi) November 25, 2012 - \$10,000.00;
- (xii) December 1, 2012 - \$10,000.00; and
- (xiii) December 8, 2012 - \$10,000.00.

Attached hereto as Appendix “M” is a true copy of correspondence from Robert Leck of Stiver Vale to the Receiver dated March 5, 2013.

30. Counsel for Dr. Lee also advised the Receiver that as of January 18, 2013, the outstanding indebtedness under the Promissory Note was \$620,708.92, inclusive of legal costs. Attached hereto and marked as Appendix “N” is a true copy of correspondence from Robert Leck to the Receiver dated March 15, 2013.

31. The Receiver also requested that KRMC review Dr. Lee’s security and provide an independent legal opinion on its validity and enforceability. The Receiver obtained

an opinion confirming the validity and enforceability of Dr. Lee's security. Attached hereto as Appendix "O" is a true copy of the independent legal opinion.

32. On April 19, 2013, the Receiver was advised by legal counsel to Redstone that Redstone did not advance any funds to the Company.

SALE OF EQUIPMENT TO TFI FOODS LTD.

33. In accordance with the terms of the Appointment Order, the Receiver attended at the Sims Crescent Property.
34. Upon attending at the Sims Crescent Property, the Receiver noted that the sign affixed to the building read "Imago Foods" which is the operating name of 3243222 Ontario Inc. ("3243222"). The Receiver was advised by individuals working at the premises that the Company no longer operated out of the premises and that TFI Foods Ltd. ("TFI"), a related company to 3243222, had purchased all of the Property located at the Sims Crescent Property (the "**Purchased Assets**").
35. The Receiver was advised by David Lam ("**Lam**"), TFI's president, and Pun that TFI had acquired the Purchased Assets and assumed the lease for the Sims Crescent Property in July 2012.
36. Pun provided the Receiver with a copy of the Sales Agreement, the Sales Invoice and the Assignment of Lease Agreement executed by, among others, Pun, Lam, the Company and 3243222 o/a Imago Foods. Attached hereto as Appendices "P", "Q" and "**R**" are true copies of the Sales Agreement, Sales Invoice and Assignment of Lease Agreement, respectively.

37. Pursuant to the Sales Agreement, TFI agreed to pay the Company \$954,000.00 for any and all equipment located at the Sims Crescent Property. The estimated closing date for the transaction contemplated in the Sales Agreement was August 30, 2012.
38. According to the Sales Invoice issued by the Company to TFI, TFI paid the amount of \$1,078,000.00, including Harmonized Sales Tax (“HST”), on account of the Purchased Assets. TFI paid the purchase price in four installments:
- (i) June 15, 2012 - \$200,000.00;
 - (ii) June 20, 2012 - \$100,000.00;
 - (iii) June 21, 2012 - \$500,000.00; and
 - (iv) July 3, 2012 - \$278,020.00
39. Based upon the Receiver’s review of the Company’s bank statements, it was determined that funds corresponding to the four installments noted above were received by the Company.

DISTRIBUTION OF SALE PROCEEDS

40. Based upon the Receiver’s review of the Company’s bank statements and discussions with Pun, it determined that on June 22, 2012, \$400,000 was paid to 1812238 Ontario Inc., a related party, and \$70,000 was paid to Pun, the principal of the Company.
41. Pun claimed that, at the time of the transaction with TFI, the Company was no longer indebted to the Bank. From the information made available to it, the Receiver does not agree with this statement.

42. On July 3, 2012, HSBC Bank Canada received a partial repayment of its secured advances in the amount of \$150,000.

43. During this period, Pun was actively funding other business and personal interests from the Company's bank account. A review of the bank statements and supporting documents provided by ICBC regarding the transfer of funds between related parties indicates that from June 1, 2012 to July 31, 2012 there were the following net transfers to/(from) the Company:

i.	2220968 Ontario Inc.	\$37,600.00
ii.	2192607 Ontario Inc.	\$28,700.00
iii.	Ellen's Health Food Ltd.	\$ 8,900.00
iv.	2133185 Ontario Corporation	\$ 5,400.00
v.	2213813 Ontario Inc.	\$35,600.00
vi.	2200657 Ontario Limited	\$28,500.00
vii.	Ellen Pun	(\$67,000.00)
viii.	1812238 Ontario Inc.	(\$124,600.00)
ix.	2282698 Ontario Limited	<u>(\$7,100.00)</u>
	Total net transfers	<u>(\$54,000.00)</u>

44. The opening bank balance as at June 1, 2012 was \$1,113.06 and the closing balance as at June 30, 2012 and July 31, 2012 were \$21,275.43, and \$45,258.82, respectively. During the month of June, there were cash withdrawals totalling \$50,000.00. For the month of June, there were related party deposits of \$299,600.00 and withdrawals of \$669,900.00. In the month of July, there were related party deposits of \$316,300.00 and nil withdrawals. Attached as Appendices "S" and "T" are true copies of the bank statements for June and July 2012.

45. The Receiver was provided information by Pun including amounts owed to other unsecured creditors of the Company at this time. A review of the accounts payable listing indicated the following amounts were owed as at the corresponding dates:

- (i) June 30, 2012 \$330,580.40;
- (ii) July 31, 2012 \$367,827.57; and
- (iii) October 31, 2012 \$923,805.14.

46. A summary of the related party indebtedness prepared from information provided to the Receiver by the Company is as follows:

Name of Related Party	Amount (\$) owed as at 06/30/2012	Amount (\$) owed as at 07/31/2012	Increase/ (decrease) (\$) from June 2012	Amount (\$) owed as at 10/31/2012
2274965 Ontario Inc.				(1,005.24)
1812238 Ontario Inc.	1,355,257.62	1,215,790.79	(139,466.83)	1,229,132.63
2192607 Ontario Ltd.	253,464.07	302,200.91	48,736.84	279,926.04
2213813 Ontario Inc.	39,032.65	71,332.19	32,299.54	(212.50)
Long Ho Fong Restaurant	30,000.00	30,000.00	-	30,000.00
2200657 Ontario Ltd.	(24,938.28)	(24,878.95)	59.33	(23,600.96)
2133195 Ontario Limited	155,767.53	135,864.56	(19,902.97)	131,693.64
2282698 Ontario Ltd.	330,541.77	370,105.90	39,564.13	481,993.32
2220968 Ontario Inc.	422,293.05	443,297.88	21,004.83	497,331.06
Total	2,561,418.41	2,543,713.28	(17,705.13)	2,625,257.99

47. The related party schedule provided by the Company does not include Pun. The information provided by ICBC regarding the transfers between related parties does not tie into the related party schedule provided by the Company.

48. On May 28, 2013, the Receiver contacted Canada Revenue Agency (“CRA”) and requested both an HST and source deduction audit. The Receiver provided CRA with copies of certain documents in its possession, including an undated, unsigned 2012 T4 summary which showed that CRA was owed \$17,427.62. The Receiver has not audited or otherwise verified the amounts owing to CRA.
49. CRA was also provided with copies of the GST/HST netfile confirmations for the period January 31, 2011 to January 31, 2013. The returns for the period ending June 30, 2012 and July 31, 2012 did not record any sales or other revenue but did claim income tax credits (“ITCs”) of \$37,791.88 and \$9,273.50 respectively.
50. On September 11, 2013, the Receiver was sent a copy of the results of the CRA audit from Pun’s legal counsel. CRA issued a notice of reassessment on August 27, 2013 in the total amount of \$633,900.04, including penalties and interest. Attached hereto as Appendix “U” is a true copy of the CRA assessment. CRA assessed the following amounts:

Disallowed all ITC 2010	\$132,015
Disallowed all ITC 2011	\$181,475
Disallowed all ITC 2012 January-June, August - November	\$102,321
Disallowed ITC 2012 July	\$9,274
Assessed HST Collectible-sale of equipment July 2012	\$124,020
Total adjustments	\$549,105

TFI FOODS LTD. AND THE *BULK SALES ACT*

51. Upon being advised by Lam and Pun of the transaction between the Company and TFI, the Receiver's counsel sent correspondence to Lam advising that the Purchased Assets may be subject to security held by the Company's creditors, including the Bank. As such, the Receiver requested that it be allowed to re-attend at the Sims Crescent Property to conduct a detailed inventory of the equipment located at the premises. Attached hereto as Appendix "V" is a true copy of correspondence from Danny Nunes to David Lam dated February 28, 2013.
52. The Receiver was advised by Adrian Dominguez ("**Dominguez**"), Director- Legal and Risk Management Department at TFI, that the Receiver's request to re-attend at the Sims Crescent Property was denied. Attached hereto as Appendix "W" is a true copy of email correspondence between the Receiver and Adrian Dominguez dated March 1, 2013.
53. In response to TFI's refusal to allow the Receiver to re-attend at the Sims Crescent Property, the Receiver's counsel sent further correspondence advising that, given that the Bank had a security interest over all of the Company's assets, the Company could not have sold the equipment located at the Sims Crescent Property without the Bank's consent. Counsel for the Receiver also reiterated the Receiver's request to re-attend at the Sims Crescent Property for the purpose of conducting a detailed inventory. Attached hereto as Appendix "X" is a true copy of correspondence from Danny Nunes to Adrian Dominguez dated March 11, 2013.

54. The Receiver's counsel also advised that it appeared that the transaction contemplated by the Sales Agreement did not comply with the terms of the Bulk Sales Act ("BSA").
55. Dominguez advised the Receiver's counsel that TFI's position was that it was a *bona fide* purchaser of the Purchased Assets and would not grant access to the Sims Crescent Property as it was not in possession of any property that belonged to the Company. Furthermore, the Receiver was advised that TFI saw no need to provide any further information than it had already provided to the Receiver in respect of TFI's acquisition of the Purchased Assets. Attached hereto as Appendix "Y" is a true copy of email correspondence from Adrian Dominguez to Danny Nunes dated March 11, 2013.
56. The Receiver has not been provided with any evidence by TFI that it sought and received a judicial exemption under Section 3 of the BSA. Furthermore, the Receiver has not been provided with evidence that TFI requested or received a statement of creditors as set out in Section 4 of the BSA. Lastly, the Receiver has not been provided with any evidence that TFI filed any documents with the Court as required under Section 11 of the BSA.

PROFESSIONAL FEES

57. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the Appointment Order was granted.

58. The total fees of the Receiver during the period from February 25, 2013 to September 30, 2013 amount to \$36,812.00, together with expenses and disbursements in the sum of \$277.53, and HST in the amount of \$4,821.64, totalling 41,911.17. Time spent by the Receiver in the administration of the receivership proceedings is more particularly described in the Affidavit of Catherine Hristow, Vice President at Deloitte & Touche Inc. filed in support hereof. Attached hereto as Appendix “Z” is the Affidavit of Catherine Hristow sworn October 17, 2013.
59. The total legal fees incurred by the Receiver during the receivership for services provided to the Receiver by its legal counsel, TGF, during the period from February 25, 2013 to September 30, 2013 amount to \$32,172.50, together with disbursements in the sum of \$29.64, and HST in the amount of \$4,186.29, totalling \$36,388.43. The time spent by TGF for legal services rendered to the Receiver is more particularly described in the Affidavit of Leanne Williams, the partner with TGF having carriage of this proceeding as counsel to the Receiver, filed in support hereof. Attached hereto as Appendix “AA” is the Affidavit of Leanne Williams sworn October 17, 2013.
60. The total legal fees incurred by the Receiver during the receivership for services provided to the Receiver by its legal counsel, KRMC, during the period from February 25, 2013 to September 30, 2013 amount to \$4,900.00, together with disbursements in the sum of \$211.25, and HST in the amount of \$664.47, totalling \$5,775.72. The time spent by KRMC for legal services rendered to the Receiver is

more particularly described in the Affidavit of Lawrence Adelberg, the partner with KRMC having carriage of the independent legal review of security, for the Receiver, filed in support hereof. Attached hereto as Appendix “BB” is the Affidavit of Lawrence Adelberg sworn October 15, 2013.

61. The Receiver respectfully requests that its fees and disbursements and those of its legal counsel be approved as filed.

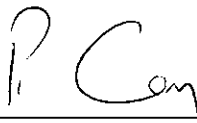
RECEIVER’S RECOMMENDATION

62. For the reasons set out above, the Receiver respectfully requests that this Honourable Court make an Order:

- (a) authorizing the Receiver to assign the Company into bankruptcy;
- (b) approving the conduct and activities of the Receiver since the date of the Appointment Order as set out in the First Report; and
- (c) approving the professional fees and disbursements of the Receiver and its legal counsel, TGF and KRMC, for the period from February 25, 2013 to September 30, 2013, as described in the First Report.

All of which is respectfully submitted at Toronto, Ontario this 17 day of October, 2013.

Deloitte Restructuring Inc.
solely in its capacity as the
Court-appointed receiver of
Ellen's Food Group Inc. and
without personal or corporate
liability

Per: 

Paul M. Casey, CPA, CIRP
Senior Vice-President

APPENDIX “A”

APPENDIX ^{11 A v}

Court File No. CV-10-9031-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.

)

MONDAY, THE 25th DAY

)

JUSTICE MORAWETZ

)

OF FEBRUARY, 2013

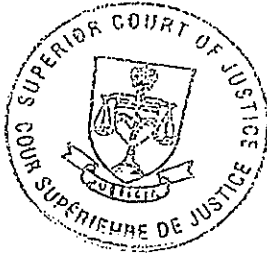
HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent



ORDER

THIS APPLICATION, made by the Applicant for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") appointing Deloitte & Touche Inc. as receiver (the "Receiver") without security, of all of the assets, undertakings and properties of Ellen's Food Group Inc. (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John Borch sworn December 20, 2010, the Supplementary Affidavit of John Borch sworn May 5, 2011, the Second Supplementary Affidavit of John Borch sworn June 6, 2011 and the Third Supplementary Affidavit of John Borch sworn November 29, 2012, on hearing the submissions of counsel for the Applicant, on reading the Consent of the Respondent to the appointment of the Receiver and on reading the Consent of Deloitte & Touche Inc. to act as the Receiver, no else appearing although served as evidenced by the Affidavit of Maria Magni sworn December 22, 2010, the Affidavit of Danny

Nunes sworn May 5, 2011, the Affidavit of Danny Nunes sworn June 6, 2011 and the Affidavit of Danny Nunes sworn November 30, 2012.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application 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 243(1) of the BIA and section 101 of the CJA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

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

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor 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;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, 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;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the 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

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

NO INTERFERENCE WITH THE RECEIVER

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, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

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

PIPEDA

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the

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

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

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.

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 \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, 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

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

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

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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.


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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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 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.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:





FEB 26 2013

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the receiver (the "Receiver") of the assets, undertakings and properties Ellen's Food Group Inc. 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 25th day of February, 2013 (the "Order") made in an action having Court file number CV-10-9031-00CL, 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__.

Deloitte & Touche Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

HSBC BANK CANADA

and

ELLEN'S FOOD GROUP INC.

Applicant

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at Toronto

ORDER

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for HSBC Bank Canada

APPENDIX “B”

APPENDIX "B"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.


Respondents

CONSENT

THE PARTIES HERETO, by their solicitor, consent to the appointment of Deloitte & Touche Inc. as receiver for Ellen's Food Group Inc. pursuant to the proposed Order set out in the Applicant's Application Record and in accordance with the terms of the forbearance agreement dated November 23, 2010 between Ellen's Food Group Inc. and HSBC Bank Canada.

Dated at Toronto this 25 day of November, 2010

~~BRESVER GROSSMAN SHEININGER
& CHAPMAN LLP~~



ANDREA HABAS
Lawyers for Ellen's Food Group Inc.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ►) ► THE ► DAY OF
JUSTICE ►) ►, 201►

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

ORDER

THIS APPLICATION, made by the Applicant 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 Deloitte & Touche Inc. as receiver (the "Receiver") without security, of all of the assets, undertakings and properties of Ellen's Food Group Inc. (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of ► sworn ►, on hearing the submissions of counsel for the Applicant, on reading the Consent of the Respondent to the appointment of the Receiver and on reading the Consent of Deloitte & Touche Inc. to act as the Receiver:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein be and is hereby abridged such that this Application is properly returnable today, that service upon any other party be and it is hereby dispensed with and that the service of the Notice of Application and the Application Record is hereby validated in all respects.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to Section 47 of the BIA and Section 101 of the CIA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

(b) to receive, preserve, protect and maintain control 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 course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (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 powers and duties 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;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver, in its discretion, may deem appropriate;
- (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 the 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 case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, 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;

(n) to report to, meet with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property, the affairs of the Debtor and the receivership and to share information with such parties subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

(s) to take any steps reasonably incidental to the exercise of these powers,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR 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

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

NO INTERFERENCE WITH THE RECEIVER

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, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

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

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to 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 Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

17. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and 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 (the “Receiver’s Charge”).

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

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.

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 \$~~2~~ (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.

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

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

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

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

27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever situate, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

SCHEDULE "A"
RECEIVER'S CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the receiver (the "Receiver") of all of the property, assets and undertaking of Ellen's Food Group Inc., appointed by Order of the Ontario Superior Court of justice (the "Court") dated the ► day of ►, 201► (the "Order") made in an action having Court File Number ►, 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 ► from time to time.
3. Such principal sum with interest thereon is, by terms of this 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, 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 , 201.

Name:

Title:

Deloitte & Touche Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

APPENDIX “C”



**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West (at Yonge)
Suite 1100, Toronto, ON
Canada M2N 6S6

Telephone: (416) 225-8750
Facsimile: (416) 225-3910

April 4, 2013

Deloitte & Touche Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow

Dear Catherine,

Re: HSBC Bank Canada Security in the Assets of Ellen's Food Group Inc.

We confirm your advice that Deloitte and Touche Inc. is the court-appointed receiver over the assets of Ellen's Food Group Inc. (the "Debtor"). We understand that the Debtor has granted security interests in its assets to HSBC Bank Canada (the "Creditor") pursuant to a General Security Agreement and a Master Equipment Lease (collectively the "Security Agreements"), both dated June 3, 2005. You have asked us to opine on the validity and enforceability of the security interests granted by the Debtor to the Creditor pursuant to the Security Agreements, as against a court-appointed receiver.

Assumptions, Searches and Fact Reliance

For the purposes of the opinions set out herein, we have examined:

- (a) A copy of the Security Agreements;
- (b) Searches under the Ontario *Personal Property Security Act*, R.S.O. 1990 c. P-10, as amended, (the "PPSA") registry against the Debtor that you provided us (file currency March 21, 2013); and
- (c) A corporation profile report issued by the Ontario Ministry of Government Services (the "Ministry") with respect to the Debtor dated April 4, 2013.

We have also made such other searches, inquiries and investigations and considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

Search Results

Our search with the Ministry shows that the Debtor was incorporated under the Ontario *Business Corporations Act*, R.S.O. 1990, c. B-19, as amended, on August 8, 2004 and its correct legal name is Ellen's Food Group Inc. The Debtor's Ontario Corporation No. is 2053336.

Our review of the PPSA searches that you provided us reveals that with respect to the Creditor:

- (a) The Creditor registered a financing statement against the Debtor as registration no. 20050307 1453 1530 3442 (file no. 613172601) on March 7, 2005, which registration classified the Creditor's collateral as "Accounts" and "Other", which registration was amended by registration 20050309 1945 1531 5386 on March 9, 2005, and which registration was renewed by registration nos. 20080229 1450 1530 1526 and 20110202 1047 1590 6156 on February 29, 2008 and February 2, 2011, respectively;
- (b) The Creditor registered a financing statement against the Debtor as registration no. 20050308 1948 1531 4312 (file no. 613219365) on March 8, 2005, which registration classified the collateral as "Inventory", "Equipment", "Accounts" and "Other", which registration was renewed by registration nos. 20080303 1951 1531 5966 and 20110202 1047 1590 6155 on March 3, 2008 and February 2, 2011, respectively;
- (c) The Creditor registered a financing statement against the Debtor as registration no. 20080306 1949 1531 8811 (file no. 643196286) on March 6, 2008, which registration classified the collateral as "Equipment" and "Other";
- (d) The Creditor registered a financing statement against the Debtor as registration no. 20080425 1450 1530 6213 (file no. 644553099) on April 25, 2008, which registration classified the collateral as "Equipment" and "Other";
- (e) The Creditor registered a financing statement against the Debtor as registration no. 20080924 1946 1531 7280 (file no. 648770886) on September 24, 2008, which registration classified the collateral as "Equipment" and "Other"; and
- (f) The Creditor registered a financing statement against the Debtor to re-register registration no. 20050308 1948 1531 4312 as registration no. 20110407 1452 1530 5954 (file no. 668917854) on April 7, 2011, which registration classified the collateral as "Inventory", "Equipment", "Accounts" and "Other", which registration was renewed by registration no. 20120228 1451 1530 3060 on February 28, 2012.

Assumptions

In expressing our opinions we have assumed, without independent verification by us:

- (a) The genuineness of all signatures on and the authenticity and completeness of all documents submitted to us as original documents, the conformity to the original documents of all documents submitted to us as true, certified, conformed or photostatic copies thereof, and the genuineness of all signatures on and the authenticity of the originals of such copies;
- (b) The completeness, truth, accuracy and currency of the indices and filing systems maintained by the public offices and registries where we have searched or enquired or have caused searches or enquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein;
- (c) The accuracy of the description of the collateral as set out in the Security Agreements (the "Collateral");
- (d) That attachment of the security interests constituted by the Security Agreements have occurred within the meaning of the PPSA, and that the Debtor and the Creditor did not agree to postpone the time of the attachment of any security interest constituted by the Security Agreements;
- (e) That the Collateral does not include Consumer Goods, as that term is defined in the PPSA;
- (f) That there is a legal, valid, enforceable and subsisting debt owing by the Debtor to the Creditor;

- (g) That the Debtor: (i) was at the time of authorization, execution, and delivery of the Security Agreements properly constituted and is still constituted and existing under the laws pursuant to which it was constituted, (ii) had the corporate power and authority to execute, deliver and perform its obligations under the Security Agreements, (iii) took all necessary corporate action to authorize the execution, delivery and the performance of its obligations under the Security Agreements;
- (i) That the Security Agreements have not been amended, restated or replaced;
- ~~(j)~~ There are no agreements, judgments, rulings, instruments, facts or understandings affecting or concerning the Security Agreements and/or the various principal obligations with respect to which the Security Agreements were granted or statutory or regulatory prohibitions on the execution and delivery of the Security Agreements, the security interests granted thereunder and/or the various principal obligations with respect to which the Security Agreements were granted or the performance of the Security Agreements and/or the various principal obligations with respect to which the Security Agreements were granted which were not apparent from a review of the Security Agreements and which would or might affect the validity or enforceability of the Security Agreements;
- (k) The Creditor did not know and did not have any reason to believe at the time that the creation of the security interests in the Collateral by the Security Agreements were in contravention of any agreement by which the Debtor or its property or assets were bound, if there was such a contravention;
- (l) That the execution, delivery and performance of obligations under the Security Agreements by the Debtor did not constitute a preference, conveyance, fraudulent conveyance, or transfer at undervalue under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation; and
- (m) The Creditor has not by course of conduct, implicit or explicit waiver, release, discharge, cancellation, forbearance or other means, oral or written, taken any action or steps which could, would or have altered, diminished, suspended or otherwise affected the terms, conditions of enforceability of the Security Agreements or the indebtedness, liabilities and obligations secured thereby.

Laws Addressed

The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. In particular, without limiting the generality of the foregoing, where we express an opinion based on the laws of Ontario, we express no opinion with respect to:

- (a) the laws of any other jurisdiction to the extent such laws may govern any aspect of the Security Agreements or govern the validity, perfection, effect of perfection or non-perfection, or enforcement of any security interest created thereunder as a result of the application of the conflict of laws rules of Ontario, as applicable; or
- (b) whether, pursuant to the conflict of laws rules of Ontario, as applicable, the laws of a particular province would govern the validity, perfection, effect of perfection or non-perfection, or enforcement of any security interest created by the Security Agreements.

Opinion

Based and relying upon the foregoing and subject to the qualifications, exceptions and limitations herein expressed, we are of the opinion that as of the date hereof under the laws of the Province of Ontario, the Security Agreements: (1) created valid and binding obligations of the Debtor, valid and enforceable as against a court-appointed receiver in accordance with the their terms; (2) appear to have created valid security interests in the

Debtor's personal property, as described in the Security Agreements, and located in Ontario; and (3) that the security interests created were perfected by registration under the provisions of the PPSA.

The foregoing opinions should not be taken as an opinion on the validity or perfection of the security interest granted to the Creditor in any jurisdiction outside of Ontario.

Qualifications

The foregoing opinions are subject to the following exceptions and qualifications:

- (a) The enforceability of the Security Agreements is subject to bankruptcy, insolvency, preference, winding-up, reorganization, arrangement, moratorium and other laws affecting creditors' rights generally;
- (b) The enforceability of the Security Agreements may be limited by general principles of law and equity relating to the conduct of the parties prior to execution of or in the administration or performance of the Security Agreements, including, without limitation (i) undue influence, unconscionability, duress, misrepresentation, and deceit, (ii) estoppel and waiver, (iii) laches, and (iv) reasonableness and good faith in the exercise of discretionary powers;
- (c) A court of competent jurisdiction may exercise its discretion in granting equitable remedies;
- (d) A secured creditor may be required to give (or to have given) a debtor a reasonable time to repay following a demand for payment prior to taking any action to enforce right of repayment or before exercising any of the rights and remedies expressed to be exercisable by the secured creditor;
- (e) No opinion is expressed as to the existence of, or the right, title or interest of the Debtor in and to any personal property or as to the rank or priority of any security interest or other interest expressed to be created by the Security Agreements. There is no title registry system in the Province of Ontario with respect to personal property, nor any office of public record wherein the title to personal property situate in the Province of Ontario may be examined;
- (f) We express no opinion as to whether the provisions of Part VII of the *Financial Administration Act* (Canada) have been complied with. An assignment of federal Crown debts which does not comply with that Act (other than an assignment contemplated by section 220(6) of the *Income Tax Act* (Canada)) is ineffective as between the assignor and assignee and as against the Crown. Consequently, the Creditor would not have valid security interest in any such federal Crown debts unless that Act is complied with;
- (g) The federal laws of Canada require or permit notices, filings or registrations to be made or other steps or actions to be taken in order to preserve, perfect or protect a security interest in certain types of property, including, without limitation, rolling stock, vessels registered under the *Canada Shipping Act*, patents, trade-marks, copyrights and property governed by the *Plant Breeders' Rights Act* (Canada) or the *Integrated Circuit Topography Act* (Canada). To the extent that a security interest is created by the Security Agreements in any such property, then notices, filings or registrations under such laws may be necessary or desirable in order to preserve, perfect or protect such security interest;
- (h) The PPSA imposes certain obligations on secured creditors which cannot be varied by contract. Furthermore, the PPSA may also affect the enforcement of certain rights and remedies contained in the Security Agreements to the extent that those rights and remedies are inconsistent with or contrary to any applicable statutes;
- (i) We express no opinion as to the enforceability of any provision of the Security Agreements which requires the Debtor to pay, or to indemnify the Creditor for the costs and expenses of the Creditor in

connection with judicial proceedings, since those provisions may derogate from a court's discretion to determine by whom and to what extent those costs should be paid;

- (j) A court may not allow or uphold an attempt to exercise rights to accelerate performance of obligations or otherwise seek the enforcement of the Security Agreements based upon the occurrence of a default deemed immaterial;
- (k) We express no opinion as to the enforceability of any provision of the Security Agreements:
 - (i) Which purports to waive any or all defences which might be available to, or constitute a discharge of liability;
 - (ii) Which states that modifications, amendments or waivers are not binding unless in writing;
 - (iii) To the extent it purports to exculpate a secured party or any receiver, manager or receiver and manager from liability in respect of acts or omissions which may be illegal, fraudulent, involve willful misconduct or which may constitute an intentional tort, including, without limitation, any provision which purports to allow such persons to unlawfully enter upon the premises of the Debtor for the purpose of seizing the Collateral;
 - (iv) Providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Security Agreements;
 - (v) Which respects a selection by the parties of the jurisdiction whose laws are to apply or where a dispute is to be resolved as such selection may not be considered binding on the court;
 - (vi) Which respects the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another party;
 - (vii) Which states that a certificate or some other thing will be treated as conclusive, final or binding;
 - (viii) Which provides for interest on overdue payments at a rate greater than the applicable payment not overdue as the provision for such greater rate may be construed as a penalty and not be enforceable; and
 - (ix) Which provides for the payment of interests, fees and commissions at rates which in the aggregate are deemed to constitute a criminal rate of interest;
- (l) We express no opinion as to any licences, permits or approvals that may be required in connection with the enforcement of the Security Agreements by the Creditor or by a person on its behalf, whether such enforcement involves the operation of the business of the Debtor or a sale, transfer or disposition of its property and assets;
- (m) We express no opinion as to any security interest created by the Security Agreements with respect to any property of the Debtor that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of the Debtor that are not identifiable or traceable;
- (n) We express no opinion as to any security interest purported to be created by the Security Agreements in any of the circumstances described in Section 4(1) of the PPSA in respect of which the PPSA is stated to have no application;
- (o) We express no opinion as to whether a security interest may be created in any Collateral consisting of a receivable, licence, approval, privilege, franchise, permit, lease or security ("Special Property") to the

extent that the terms of the Special Property or any applicable law prohibits its assignment and requires a consent, approval or other authorization or registration which has not been made or given;

- (p) If the Security Agreements create a security interest or charge in or against real property or leases of real property or in property which is now or may hereafter become a fixture, or in a right to payment under a lease, mortgage or charge of real property, the enforceability of the such security interest or charge may be adversely affected by the failure of the Creditor to register the Security Agreements, such security interest or charge, a caveat or other notices in respect thereof against title to the property of the Debtor in the appropriate land registry, land titles, or land title office. Further, we have not done any searches against the real property charged by the Security Agreements and give no opinion on the perfection or enforceability of any security interest the Creditor may have in any of the Debtor's real property;
- (q) The enforceability of the security interests created by the Security Agreements in accounts or chattel paper as against an account debtor of the Debtor are subject to notice of such security interests and a direction to pay to the Creditor being given to such account debtor, the terms of the contract between such member and such account debtor and any defence or claim arising out of the contract or a closely connected contract and any other defence or claim of such account debtor against such member accruing before such account debtor has knowledge of such security interests. Further, such security interests will not be binding upon such account debtor to the extent that such debt or account is paid or otherwise discharged before notice of such security interests are given to such account debtor, together with a direction to pay the same to the Creditor;
- (r) Notwithstanding that the security interests created by the Security Agreements may have been perfected by registration under the PPSA:
 - (i) Such security interests in securities, instruments, chattel paper, documents of title or money, as those terms are respectively defined in the PPSA, will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA or the Bills of Exchange Act (Canada); and
 - (ii) Such security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom the Debtor sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA; and
- (s) The enforceability of the Security Agreements is subject to the limitations contained in the *Limitations Act, 2002* (Ontario) and we express no opinion as to whether a court may find any provision of the Security Agreements to be unenforceable as an attempt to vary or exclude a limitation period under that Act.

Reliance

This opinion may be relied on by the addressee hereof and its respective successors and assigns. Without our prior written consent, this opinion letter, together with the opinions expressed herein, may not be relied upon by any other party. We do not act for the Debtor or the Creditor in this matter and did not act in the preparation of the Security Agreements or the registrations effected in respect thereof.

Yours very truly,

Kronis, Rotsztain, Margles, Cappel LLP

APPENDIX “D”

Maria Magni

From: Hristow, Catherine (CA - Toronto) [christow@deloitte.ca]
Sent: Tuesday, March 05, 2013 10:41 AM
To: Danny Nunes
Subject: FW: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

FYI

From: gabelee [mailto:gabelee25@hotmail.com]
Sent: Tuesday, March 05, 2013 10:41 AM
To: Hristow, Catherine (CA - Toronto)
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

I do not have any books and records in my office for Ellen's Group Inc.
I was not involved individual corporation such as Ellen's Food Group Inc, But I have been Credit Consulting for Ellen's Corporation and individual from Nov.2012

Gabriel Lee
404-385 The West Mall
Etobicoke,On..

From: Hristow, Catherine (CA - Toronto) [mailto:christow@deloitte.ca]
Sent: Tuesday, March 05, 2013 10:12 AM
To: leegabe
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

I spoke with Ellen and hopefully I will be meeting with her this afternoon.

Please provide me with your full name and address and confirm that you do not have any books and records in your possession that pertain to Ellen's Food Group Inc.

In addition, please advise how long you were the accountant for Ellen's Food Group Inc. and if you prepared all the tax filings and government remittances.

Regards,

Catherine

Catherine Hristow
Vice President - Financial Advisory - Reorganization Services
Deloitte
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1, Canada
Tel/Direct 416-775-8831 | Fax 416-601-6690
christow@deloitte.ca | www.deloitte.ca

From: leegabe [mailto:gabelee25@hotmail.com]
Sent: Monday, March 04, 2013 8:07 PM
To: Hristow, Catherine (CA - Toronto)
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

If you want to pick up early , call Ellen 416-520-2268,you can pick up directly from her office at 25 Centurian dr.markham.

She can pick up the the call now.

나의 iPhone에서 보냄

2013-03-04 7:44 PM "Hristow, Catherine (CA - Toronto)" <christow@deloitte.ca> 작성:

Unfortunately that time does not work for me. How many boxes are there and I can send a courier. I need the name of the business and the postal code.

Catherine Hristow
416-775-8831
christow@deloitte.ca

From: leegabe [<mailto:gabelee25@hotmail.com>]
Sent: Monday, March 04, 2013 07:02 PM Eastern Standard Time
To: Hristow, Catherine (CA - Toronto)
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

You can pick up records at 1:00 PM in my office, address is 404-385 the west mall etobicoke .

나의 iPhone에서 보냄

2013-03-04 5:15 PM "Hristow, Catherine (CA - Toronto)" <christow@deloitte.ca> 작성:

Good afternoon,

Could I pick up the records first thing tomorrow morning, say around 8:30 am?

Regards,

Catherine

Catherine Hristow
Vice President - Financial Advisory - Reorganization Services
Deloitte
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1, Canada
Tel/Direct 416-775-8831 | Fax 416-601-6690
christow@deloitte.ca | www.deloitte.ca

From: leegabe [<mailto:gabelee25@hotmail.com>]
Sent: Friday, March 01, 2013 6:18 PM
To: Hristow, Catherine (CA - Toronto)
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

I will be in VANCOUVER back in Monday . You can contact me 604-909-4082 for weekend.

나의 iPhone에서 보냄

2013-03-01 6:02 PM "Hristow, Catherine (CA - Toronto)" <christow@deloitte.ca> 작성:

It would be preferable if I could pick up the records this weekend. Do you live in Richmond Hill?

Catherine Hristow
416-775-8831
christow@deloitte.ca

From: leegabe [<mailto:gabelee25@hotmail.com>]
Sent: Friday, March 01, 2013 05:35 PM Eastern Standard Time
To: Hristow, Catherine (CA - Toronto)
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Tue 3:00 ?

나의 iPhone에서 보냄

2013-03-01 5:31 PM "Hristow, Catherine (CA - Toronto)"
<christow@deloitte.ca> 작성:

That is far too late. I need them by this Monday March 4th.

Please provide me with an address. And time to pick them up.

Regards

Catherine

Catherine Hristow
416-775-8831
christow@deloitte.ca

From: leegabe [<mailto:gabelee25@hotmail.com>]
Sent: Friday, March 01, 2013 05:25 PM Eastern Standard Time
To: Hristow, Catherine (CA - Toronto)
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Hopping you can pick up the books and records of Ellen's Food Group by Thursday .

나의 iPhone에서 보냄

2013-03-01 1:36 PM "Hristow, Catherine (CA - Toronto)"

<christow@deloitte.ca> 작성:

Good afternoon,

Please advise when arrangements can be made to pick up the books and records of Ellen's Food Group.

Regards,

Catherine

Catherine Hristow
Vice President - Financial Advisory -
Reorganization Services
Deloitte
181 Bay Street, Suite 1400, Toronto, Ontario, M5J
2V1, Canada
Tel/Direct 416-775-8831 | Fax 416-601-6690
christow@deloitte.ca | www.deloitte.ca

From: Hristow, Catherine (CA - Toronto)
Sent: Thursday, February 28, 2013 3:51 PM
To: 'gabelee25@hotmail.com'
Subject: FW: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)
Importance: High

Please see the correspondence below.

Regards,

Catherine

Catherine Hristow
Vice President
Deloitte & Touche Inc.

Direct: 416-775-8831
Main: 416-601-6150
Fax: 416-601-6690
christow@deloitte.ca
www.deloitte.ca

Brookfield Place
181 Bay Street
Suite 1400
Toronto, Ontario, M5J 2V1

From: Hristow, Catherine (CA - Toronto)
Sent: Thursday, February 28, 2013 12:38 PM
To: 'gablee25@hotmail.com'
Cc: Danny Nunes (DNunes@tgf.ca)
Subject: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)
Importance: High

Further to our conversation this morning, please find attached a copy of the court order dated February 25, 2013 appointing Deloitte & Touche Inc. as Receiver over the assets of Ellen's Food Group Inc.

This morning, you advised that Ellen's Food Group has not operated for about a year.

In accordance with paragraph 5 of the court order, you are required to provide the Receiver with documents in your possession or copies thereof, relating to Ellen's Food Group Inc.

Please provide the undersigned with a list of the records in your possession relating to Ellen's Food Group Inc. Amongst other things we are looking for the following:

1. Date the business of Ellen's Food Group Inc., ceased and any documentation surrounding the cessation of the business.
2. Sale Agreements for assets of Ellen's Food Group Inc.
3. Listing of Assets that were not sold and transferred to related companies.
4. Bank Statements for the last three years. When was the bank account(s) closed.
5. Tax Returns for the last three years. Was the final tax return filed?
6. HST returns for the last two years. Is there any HST owing?

7. T4 summaries for the last two years. When were the employees of Ellen's Food Group Inc. terminated and did they received their respective T4 slips for 2012?
8. How were the employees paid-by cheque or through a third party payroll provider? Are there any source deductions owing?
9. Accounts Payable listing as at the date of the cessation of the business.
10. Listing of intercompany transactions for the last four years.

Please provide me with your name and address so that arrangements can be made to meet with you and take possession of the records.

Regards,

Catherine

Catherine Hristow
Vice President
Deloitte & Touche Inc.

Direct: 416-775-8831
Main: 416-601-6150
Fax: 416-601-6690
christow@deloitte.ca
www.deloitte.ca

Brookfield Place
181 Bay Street
Suite 1400
Toronto, Ontario, M5J 2V1

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please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

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<Order - Morawetz, J. (February 25, 2013).PDF>

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APPENDIX “E”



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

APPENDIX "E"

Canadian Pacific Tower
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Danny M. Nunes
T: 416-304-0592
E: dnunes@tgf.ca
File No. 533-032

February 28, 2013

VIA EMAIL

Juriansz & Li
Xerox Tower
5650 Yonge Street, Suite 1709
Toronto, ON M2M 4G3

Attention: Keith Juriansz

Dear Sir:

Re: Ellen's Food Group Inc. (the "Company")

We act as counsel to Deloitte & Touche Inc. in its capacity as the Court-appointed receiver (the "Receiver") of all of the assets, undertakings and properties of the Company.

Pursuant to paragraphs 4 and 5 of the Order of the Honourable Mr. Justice Morawetz dated February 25, 2013 appointing the Receiver (the "Appointment Order"), a copy of which was attached to my email to you on February 26, 2013, all Persons are to provide access and cooperation to the Receiver with respect to, among other things, the Company's property and its books and records. It is our understanding that in attending at the Company's corporate head office located at 25 Centurian Drive, Richmond Hill, Ontario, the Receiver was advised by individuals on the premises that they have been instructed by the Company's principal, Ellen Pun, not to speak with the Receiver.

Furthermore, in response to the Receiver's requests for delivery of the Company's books and records, Ms. Pun has directed the Receiver to the Company's accountants who have yet to provide the Receiver with any documents or information, although the Receiver has been advised that the information is forthcoming. I trust that going forward, the Company and its employees, including Ms. Pun, will comply with the terms of the Appointment Order and give their full cooperation to the Receiver such that no action will be necessary on the Receiver's part to compel compliance with the terms of the Appointment Order.

The Receiver has also been in contact with David Lam of TFI Foods Ltd. ("TFI"). Mr. Lam advised Catherine Hristow, in her capacity as the Receiver of the Company, that TFI purchased certain food processing equipment (the "Purchased Equipment") from the Company, as evidenced by a sales invoice dated July 5, 2012 (the "Sales Invoice") and an inventory list executed by Ms. Pun on behalf of the Company.

Pursuant to the Sales Invoice, TFI paid the sum of \$1,078,020.00, inclusive of taxes, for the Purchased Equipment. The purchase price was paid in four installments on the following dates and in the



Thornton Grout Finnigan LLP

2.

corresponding amounts: (i) June 15, 2012 - \$200,000.00; (ii) June 20, 2012 - \$100,000.00; (iii) June 21, 2012 - \$500,000.00; and (iv) July 3, 2012 - \$278,020.00.

The Purchased Equipment may be subject to security held by the Company's creditors, including HSBC Bank Canada, and, as such, the Receiver requires that the Company provide all documentation evidencing receipt of payment of the purchase price for the Purchased Equipment and an accounting of how the net proceeds from the sale of the Purchased Equipment were allocated by the Company.

Should you have any questions, please do not hesitate to contact me.

Yours truly,
Thornton Grout Finnigan LLP

Danny M. Nunes
DMN/mm

cc: Catherine Hristow, *Deloitte & Touche Inc. (via email)*

APPENDIX “F”

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

REPORT : PSSR060
PAGE : 1
(2267)

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

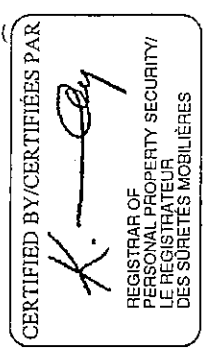
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

ENQUIRY NUMBER 20130813144102.44 CONTAINS 17 PAGE(S), 8 FAMILY(IES).

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

THORNTONGROUFPINNIGAN (MCROBERTS) (DN)
3200 - 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

APPENDIX



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12 AUG 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 684350856
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 001 1 20130128 1312 2388 0105 P PPSA 02
 02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME ELLEN'S FOOD GROUP INC. ONTARIO CORPORATION NO.
 04 ADDRESS 25 CENTURIAN DRIVE, SUITE 203 MARKHAM ON L3R 5N8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DR. SAI KUI LEE
 LIEN CLAIMANT
 09 ADDRESS 713 DAVIS DRIVE, SUITE 301 NEWMARKET ON L3Y 2R3

COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 X X X X X

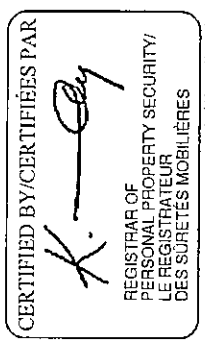
11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL SECURITY AGREEMENT
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING STIVER VALE - ROBERT A. LECK
 AGENT ADDRESS 195 MAIN STREET SOUTH NEWMARKET ON L3Y 3Y9

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

CONTINUED... 3



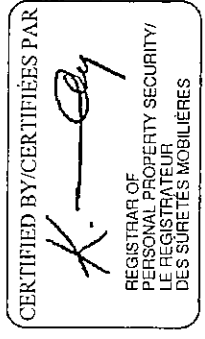
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	668917854
01	CAUTION FILING	01 002
	TOTAL PAGES	002
	MOTOR VEHICLE SCHEDULE	20110407 1452 1530 5954
	REGISTERED UNDER	P PPSA
	REGISTRATION PERIOD	1
02	DEBTOR NAME	ELLEN'S FOOD GROUP INC.
03	BUSINESS NAME	ELLEN'S FOOD GROUP INC.
04	ADDRESS	C/O 245 MIDWEST RD SCARBOROUGH ONTARIO CORPORATION NO. M1P 3A6
05	DATE OF BIRTH	
06	BUSINESS NAME	
07	ADDRESS	
08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA
09	ADDRESS	3640 VICTORIA PARK AVENUE WILLOWDALE ON M2H 3B2
10	COLLATERAL CLASSIFICATION	
	CONSUMER	
	GOODS	
	INVENTORY	X
	EQUIPMENT	X
	ACCOUNTS OTHER	X
	INCLUDED	X
	MOTOR VEHICLE	
	AMOUNT	NO FIXED
	DATE OF MATURITY	
	DATE	
11	YEAR	
12	MAKE	
	MODEL	
	V.I.N.	
13	GENERAL COLLATERAL DESCRIPTION	THE COMPLETE ADDRESS OF THE DEBTOR IS: C/O ELLEN'S HEALTH FOOD COMPANY LTD, 245 MIDWEST RD, SARBOROUGH, ONTARIO M1P 3A6
16	REGISTERING AGENT	CANADIAN SECURITIES REGISTRATION SYSTEMS
17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED . . . 4



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 668917854

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 02 002 20110407 1452 1530 5954

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 04 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 07 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

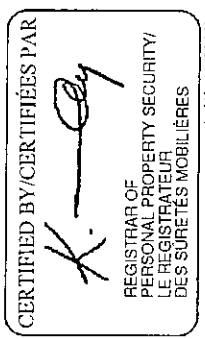
10 COLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL THIS IS A RE-REGISTRATION OF REGISTRATION NUMBER 20050308 1948 1531
 14 COLLATERAL 4212, REFERENCE FILE NUMBER 613219365, MADE PURSUANT TO SECTION
 15 DESCRIPTION 30(6) OF THE PERSONAL PROPERTY SECURITY ACT.

16 REGISTERING ADDRESS
 17 AGENT ADDRESS

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



RUN NUMBER : 225
 RUN DATE : 2013/08/13
 ID : 20130813144102.44

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (2271)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER
 FILING NO. OF PAGES SCHEDULE NUMBER
 01 001 20120228 1451 1530 3060

RECORD FILE NUMBER 668917854

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 X B RENEWAL 2 PERIOD

FIRST GIVEN NAME INITIAL SURNAME

REFERENCE BUSINESS NAME ELLEN'S FOOD GROUP INC.

DEBTOR/ TRANSFEROR

OTHER CHANGE

REASON/ DESCRIPTION

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEREE BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION ADDRESS

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

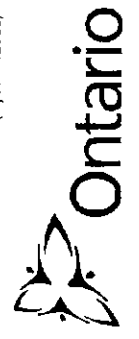
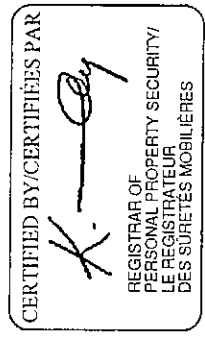
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
 LIEN CLAIMANT

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



RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2272)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
668667265

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20110406 1202 1515 2090 P PPSA 03

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME ELLEN'S FOOD GROUP INC. ONTARIO CORPORATION NO.
04 ADDRESS 203 - 25 CENTURIAN DRIVE MARKHAM ON L3R 5N8

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / REDSTONE INVESTMENT CORPORATION
09 LIEN CLAIMANT ADDRESS 101 DUNCAN MILL ROAD, SUITE 400 TORONTO ON M3B 1Z3

COLLATERAL CLASSIFICATION
10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

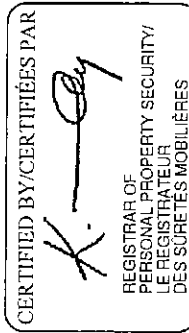
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING MACDONALD SAGER MANIS LLP (DN/MF 111581)

17 AGENT ADDRESS 150 YORK STREET, SUITE 800 TORONTO ON M5H 3S5

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

CONTINUED... 7



(c) (fr 11/2008)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 225
 RUN DATE : 2013/08/13
 ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 648770866

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 001 20080924 1946 1531 7280 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME ELLEN'S FOOD GROUP INC

04 ADDRESS 25 MIDWEST ROAD SCARBOROUGH ONTARIO CORPORATION NO.
 M1P 3A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME ELLEN'S FOOD GROUP INC.
 07 ADDRESS 30 SIMS CRESCENT RICHMOND HILL ONTARIO CORPORATION NO.
 L4B 2N9

08 SECURED PARTY / LIEN CLAIMANT ADDRESS HSBC BANK CANADA TORONTO ON M5J 1S9

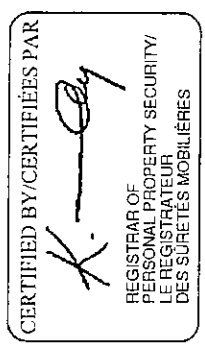
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 X X

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
 14 COLLATERAL DESCRIPTION
 15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

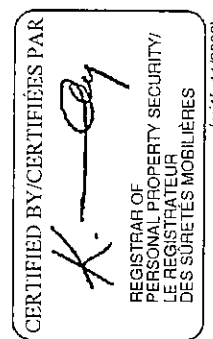
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY: ***
 CONTINUED... 8



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12 AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	644553099
01	CAUTION FILING	TOTAL PAGE NO. OF PAGES : 001
		MOTOR VEHICLE SCHEDULE : 20080425 1450 1530 6213 P PPSA 6
02	DEBTOR NAME	ELLEN'S FOOD GROUP INC.
03	DATE OF BIRTH	245 MIDWEST ROAD
04	BUSINESS NAME	ELLEN'S FOOD GROUP INC.
05	DATE OF BIRTH	245 MIDWEST ROAD
06	BUSINESS NAME	ELLEN'S FOOD GROUP INC.
07	ADDRESS	30 SIMS CRESCENT
08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA
09	ADDRESS	70 YORK STREET 3RD FLOOR
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X
11	MOTOR VEHICLE	YEAR MAKE MODEL V.I.N.
12	GENERAL COLLATERAL DESCRIPTION	CANADIAN SECURITIES REGISTRATION SYSTEMS
13	REGISTERING AGENT	SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1
14		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
15		ONTARIO CORPORATION NO. M1P 3A6 SCARBOROUGH
16		ONTARIO CORPORATION NO. L4B 2N9 RICHMOND HILL
17		TORONTO ON M5J 1S9



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 543196286

01 CAUTION FILING : 01 PAGE NO. OF PAGES : 01 TOTAL REGISTRATION NUMBER : 20080306 1949 1531 8B11 P PPSA REGISTERED UNDER PERIOD : 6

02 DEBTOR NAME : ELLEN'S FOOD GROUP INC. FIRST GIVEN NAME : ELLEN'S FOOD GROUP INC. INITIAL : SURNAME : ONTARIO CORPORATION NO. : ON M1P 3A6

03 BUSINESS NAME : ELLEN'S FOOD GROUP INC. ADDRESS : 245 MIDWEST ROAD SCARBOROUGH ONTARIO CORPORATION NO. : ON M1P 3A6

04 DATE OF BIRTH : BUSINESS NAME : ELLEN'S FOOD GROUP INC. FIRST GIVEN NAME : ELLEN'S FOOD GROUP INC. INITIAL : SURNAME : ONTARIO CORPORATION NO. : ON M1P 3A6

05 DEBTOR NAME : ELLEN'S FOOD GROUP INC. FIRST GIVEN NAME : ELLEN'S FOOD GROUP INC. INITIAL : SURNAME : ONTARIO CORPORATION NO. : ON M1P 3A6

06 BUSINESS NAME : ELLEN'S FOOD GROUP INC. ADDRESS : 30 SIMS CRESCENT RICHMOND HILL ONTARIO CORPORATION NO. : ON L4B 2N9

07 DATE OF BIRTH : BUSINESS NAME : ELLEN'S FOOD GROUP INC. FIRST GIVEN NAME : ELLEN'S FOOD GROUP INC. INITIAL : SURNAME : ONTARIO CORPORATION NO. : ON L4B 2N9

08 SECURED PARTY / LIEN CLAIMANT : HSBC BANK CANADA ADDRESS : 70 YORK STREET, 3RD FLOOR TORONTO ON M5J 1S9

09 COLLATERAL CLASSIFICATION : CONSUMER MOTOR VEHICLE AMOUNT : NO FIXED DATE OF MATURITY OR Maturity DATE :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : X

10 YEAR MAKE : MODEL : V.I.N.

11 MOTOR YEAR MAKE : MODEL : V.I.N.

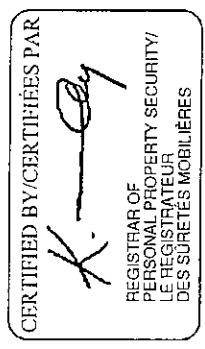
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION : CANADIAN SECURITIES REGISTRATION SYSTEMS

14 REGISTERING AGENT : SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2H1

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

CONTINUED... 10



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 613219365
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 01 001 20050308 1948 1531 4312 P PPSA 3
 02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME ELLEN'S FOOD GROUP INC. ONTARIO CORPORATION NO.
 04 ADDRESS C/O 245 MIDWEST RD SCARBOROUGH ON M1P 3A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME HSBK BANK CANADA ONTARIO CORPORATION NO.
 07 ADDRESS 3640 VICTORIA PARK AVENUE WILLOWDALE ON M2H 3B2

08 SECURED PARTY / LIEN CLAIMANT HSBK BANK CANADA
 09 ADDRESS 3640 VICTORIA PARK AVENUE WILLOWDALE ON M2H 3B2

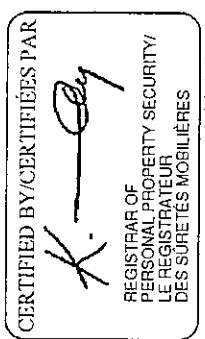
COLLATERAL CLASSIFICATION
 10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 X X X X X V.I.N.

11 YEAR MAKE MODEL
 12 MOTOR VEHICLE

13 GENERAL THE COMPLETE ADDRESS OF THE DEBTOR IS -
 14 COLLATERAL C/O ELLEN'S HEALTH FOOD COMPANY LTD, 245 MIDWEST RD, SARBOROUGH,
 15 DESCRIPTION ONTARIO MIP 3A6

16 REGISTRAR CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 11



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20080303 1951 1531 5966	

RECORD REFERENCED : 613219365
PAGE AMENDED : NO SPECIFIC PAGE AMENDED X
CORRECT PERIOD : 3

DEBTOR/TRANSFEROR : ELLEN'S FOOD GROUP INC.
FIRST GIVEN NAME : INITIAL : SURNAME

OTHER CHANGE REASON/DESCRIPTION :
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME

DEBTOR/TRANSFEREE : BUSINESS NAME : ADDRESS :
BUSINESS NAME : ELLEN'S FOOD GROUP INC.

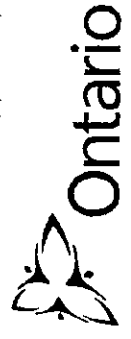
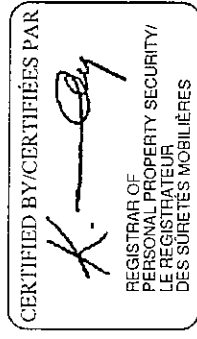
ASSIGNOR : SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
ADDRESS :
MOTOR VEHICLE : DATE OF NO FIXED MATURITY OR MATURITY DATE

COLLATERAL CLASSIFICATION :
CONSUMER GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : AMOUNT : V.I.N.

MOTOR VEHICLE : YEAR : MAKE : MODEL :
GENERAL COLLATERAL :
REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT : CANADIAN SECURITIES REGISTRATION SYSTEMS : BURNABY : BC : V5G 3S8

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

ONTARIO CORPORATION NO. :
CONTINUED ... 12



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12 AUG 2013

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER
01	01	20110202 1047 1590 6155	
21	01	613219365	
22			
23			
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25			
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27			
28			
02/			
03/			
04/07			

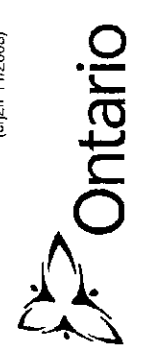
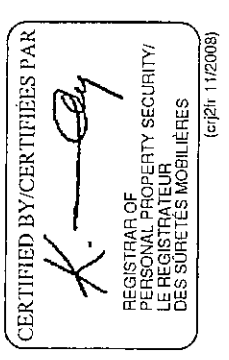
PAGE AMENDED : NO SPECIFIC PAGE AMENDED
B RENEWAL : 5
CORRECT PERIOD :
FIRST GIVEN NAME : ELLEN'S FOOD GROUP INC.
BUSINESS NAME :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
BUSINESS NAME :
ADDRESS :
BUSINESS NAME :
ADDRESS :
BUSINESS NAME :
ADDRESS :

ASSIGNOR :
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
ADDRESS :
MOTOR VEHICLE :
DATE OF NO FIXED :
MOTOR VEHICLE :
AMOUNT :
MATURITY OR :
Maturity DATE :

COLLATERAL CLASSIFICATION :
CONSUMER :
GOODS :
INVENTORY :
EQUIPMENT :
ACCOUNTS :
OTHER :
INCLUDED :
AMOUNT :
MATURITY OR :
Maturity DATE :
YEAR :
MAKE :
MODEL :
V.T.N. :

MOTOR :
VEHICLE :
GENERAL :
COLLATERAL :
DESCRIPTION :
REGISTERING AGENT OR :
SECURED PARTY/ :
LIEN CLAIMANT :
ADDRESS :
TORONTO :
ON :
M5K 1K7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED . . . 13



RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(2279)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 613172601

01 CAUTION FILING 01 PAGE NO. OF 01 TOTAL PAGES 001 MOTOR VEHICLE SCHEDULE 20050307 1453 1530 3442 P PPSA REGISTERED UNDER PERIOD 3

02 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ELLEN'S FOOD GROUP INC ONTARIO CORPORATION NO. M1P 3A6
04 ADDRESS C/O 245 MIDWEST RD SCARBOROUGH

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME HSBC BANK CANADA ONTARIO CORPORATION NO.
07 ADDRESS 3640 VICTORIA PARK AVENUE WILLOWDALE ON M2H 3B2

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS HSBC BANK CANADA
3640 VICTORIA PARK AVENUE WILLOWDALE ON M2H 3B2

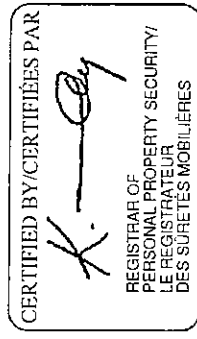
10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
X X X V.I.N.

11 MOTOR YEAR MAKE MODEL
12 VEHICLE

13 GENERAL THE COMPLETE ADDRESS OF THE DEBTOR IS-
14 COLLATERAL C/O ELLEN'S HEALTH FOOD COMPANY LTD, 245 MIDWEST RD, SCARBOROUGH,
15 DESCRIPTION ONTARIO M1P 3A6

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 14



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20050309 1945 1531 5386

RECORD FILE NUMBER 613172601
REFERENCED

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X A AMENDMENT INITIAL SURNAME YEARS PERIOD

REFERENCE FIRST GIVEN NAME
23 ELLEN'S FOOD GROUP INC

DEBTOR/ BUSINESS NAME
24 ELLEN'S FOOD GROUP INC

TRANSFEROR

OTHER CHANGE
25 DEBTOR ON PAGE 1 LINE 3 OF REGISTRATION NUMBER 20050307145315303442

REASON/ DESCRIPTION HAS CHANGED NAME.
26

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DATE OF NO. FIXED
02/ 12APR1957 ELLEN YUK YEE PUN Maturity or Maturity Date

DEBTOR/ TRANSFEREE BUSINESS NAME
03/ ELLEN YUK YEE

04/07 ADDRESS C/O 245 MIDWEST RD SCARBOROUGH ONTARIO CORPORATION NO. MIP 3A6

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
29

COLLATERAL CLASSIFICATION ADDRESS
08

CONSUMER MOTOR VEHICLE INCLUDED AMOUNT Maturity or Maturity Date
09

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity or Maturity Date
10

YEAR MAKE MODEL V.I.N.
11

MOTOR VEHICLE
12

GENERAL
13

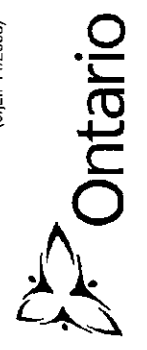
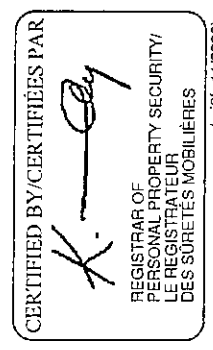
COLLATERAL DESCRIPTION
14

REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
15

SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
16

LIEN CLAIMANT
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 15



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20080229 1450 1530 1526
RECORD FILE NUMBER 613172601
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
22 01 X B RENEWAL 3 PERIOD
FIRST GIVEN NAME INITIAL SURNAME
ELLEN YUK YEE PUN

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME
23
24
OTHER CHANGE
25
REASON/ DESCRIPTION
26
27
28

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05
03/ BUSINESS NAME
06
04/07 ADDRESS

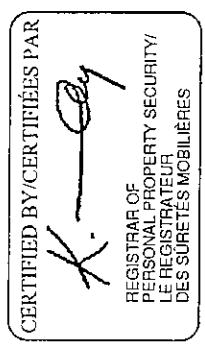
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
29
08
09

COLLATERAL CLASSIFICATION ADDRESS
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURETY OR MATURITY DATE
10 GOODS YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE NO FIXED
11 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BC V5G 3S8
12 VEHICLE ADDRESS
13 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BC V5G 3S8
14 COLLATERAL DESCRIPTION REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BC V5G 3S8
15 COLLATERAL DESCRIPTION REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BC V5G 3S8
16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BC V5G 3S8
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE

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

ONTARIO CORPORATION NO. CONTINUED ... 16



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 225
RUN DATE : 2013/08/13
ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
FILE CURRENCY : 12AUG 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20110202 1047 1590 6156
RECORD FILE NUMBER 613172601
RENEWAL CORRECT
PAGES AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS PERIOD
B RENEWAL 5

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME INITIAL SURNAME
ELLEN YUK YEE PUN

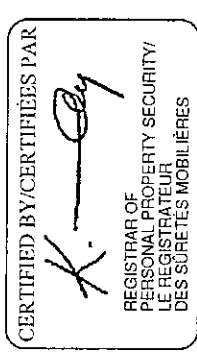
OTHER CHANGE REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS
MOTOR VEHICLE DATE OF NO FIXED
CONSUMER AMOUNT MATURITY OR MATURITY DATE
V.I.N.

MOTOR VEHICLE YEAR MAKE MODEL
GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR ADDRESS

THORNTONGROUFINNIGAN LLP (DM) 3200 100 WELLINGTON STREET WEST TORONTO ON M5K 1K7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 17



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 17
 (2283)

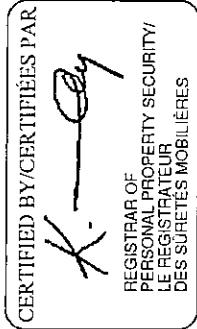
RUN NUMBER : 225
 RUN DATE : 2013/08/13
 ID : 20130813144102.44

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ELLEN'S FOOD GROUP INC.
 FILE CURRENCY : 12AUG 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
684350856	20130128	1312	2388 0105
668917854	20110407	1452	1530 5954
668867265	20110406	1202	1515 2090
648770886	20080924	1946	1531 7280
644553099	20080425	1450	1530 6213
643196286	20080306	1949	1531 8811
613219365	20050308	1948	1531 4312
613172601	20050307	1453	1530 3442
	20080303	1951	1531 5966
	20050309	1945	1531 5386
	20110202	1047	1590 6155
	20080229	1450	1530 1526
	20110202	1047	1590 6156

14 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



APPENDIX “G”

NOTICE AND STATEMENT OF RECEIVER (SECTION 245(1) AND 246(1) OF THE ACT)

In the matter of the receivership of the property of Ellen's Food Group Inc. (the "Company").

Take notice that:

1. By order of the Ontario Superior Court of Justice, on the 25th day of February, 2013, the undersigned Deloitte & Touche Inc., was appointed Receiver in respect of all of the assets, undertakings and properties of the Company, an insolvent company.
2. The undersigned commenced the exercise of its power in respect of that appointment on the 25th day of February, 2013.
3. The following information relates to the receivership.

- i. Head address of insolvent company: 25 Centurian Drive, Suite 102, Markham, Ontario, L3R 5N8
- ii. Principal line of business: Manufacturer of branded oriental and specialty foods, and individually quick frozen products targeting the food service industry and retail markets.
- iii. Amounts owed by the Company to the creditors who appear to hold a security interest on the property described above include:

HSBC Bank Canada	\$ 269,162.36
Mercedes Benz Financial	Unknown
Redstone Investment Corporation	Unknown
Dr. Sai Kui Lee	<u>Unknown</u>
	<u>\$ 269,162.36</u>

The validity and enforceability of the security held by these creditors has yet to be confirmed.

4. On February 27, 2013, TFI Foods Ltd. provided the Receiver with a copy of an invoice dated July 5, 2012 and a listing of equipment from the Company. The invoice was for the sale of equipment located 30 Sims Crescent, Richmond Hill, to TFI Foods Ltd. in the amount of \$954,000, plus HST of \$124,020 for a total purchase price of \$1,078,020. The invoice acknowledges the receipt of the following payments by TFI Foods Ltd. to the Company as follows:

June 15, 2012	\$ 200,000
June 20, 2012	\$ 100,000
June 21, 2012	\$ 500,000
July 3, 2012	<u>\$ 278,020</u>
TOTAL	<u>\$1,078,020</u>

5. On March 5, 2013, the Receiver was provided with copies of the Company's bank statements for the periods from January 3, 2010 to October 31, 2012 and was able to verify that the Company did receive the \$1,078,020.
6. On June 22, 2012, a transfer in the amount of \$470,000 was made, according to the principal of the Company, to a related company to repay debts owed by the Company for operating expenses. The Receiver was also advised by the principal that Halford Equipment Consulting was hired to find a buyer for the assets of the Company and the fee on the sale to TFI was 6%, or \$57,240 plus HST which was reduced to \$54,000 plus HST. At this time it is not known if the consulting fee was paid by the Company or a related party.
7. On July 3, 2012, HSBC Bank Canada received a partial repayment of its secured advances in the amount of \$150,000.
8. The Company had a bank account at Industrial and Commercial Bank of China (Canada) which was closed on October 31, 2012.
9. A review of the unsigned income tax returns for the years ending October 31, 2009 to October 31, 2011 indicates the following net losses for tax purposes:

October 31, 2009	(\$1,403,210)
October 31, 2010	(\$ 908,341)
October 31, 2011	(\$1,063,078)

10. According to the principal of the Company, there are no remaining assets other than a management contract with a related party, a copy of which the Receiver has requested.
11. The Receiver has very limited information with respect to the books and records of the Company. On March 5, 2013, the principal of the Company advised the Receiver that the trade suppliers were paid either by the Company or a related party to the Company. Therefore, the amount owed to unsecured creditors is unknown including those amounts owed to related parties. Attached is a list of creditors to be notified of the receivership which include the parties identified as secured creditors, and potential government creditors.
12. The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:

The Receiver has requested additional documentation from the principal of the Company and will review same once received for the purpose of determining:

- i. who received the proceeds from the sale to TFI other than HSBC Bank Canada as noted above; and
- ii. the location of any additional Company assets that may be realized upon on for the benefit of the Company's creditors

Contact person for the Receiver:

Catherine Hristow
Deloitte & Touche Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Telephone: (416) 775-8831 / Fax: 416-601-6690

Dated at Toronto this 7 day of March, 2013

DELOITTE & TOUCHE INC.

In its capacity as Receiver of all of the assets,
undertakings and properties of Ellen's Food Group Inc.
and not in its personal or corporate capacity



Catherine A. Hristow, CMA, CIRP
Vice President

In the Matter of the Receivership
Ellen's Food Group Inc.

No.	Creditor Name	Amounted Owed
1	Ministry of Finance	Unknown
2	Canada Revenue Agency	Unknown
3	Mercedes-Benz Financial Services Canada Corporation	Unknown
4	Bell Canada	Unknown
5	Redstone Investment Corporation	Unknown
6	HSBC Bank Canada	\$ 269,162.36
7	Dr. Sai Kui Lee	Unknown
Total Amount Due - Secured & Other Creditors		<u>\$ 269,162.36</u>

APPENDIX “H”

APPENDIX "H"

Ontario Superior Court of Justice
Court No. CV-10-9031-00CL

NOTICE AND STATEMENT OF RECEIVER (SUBSECTION 246(2) OF THE ACT)

In the matter of the receivership of the property of Ellen's Food Group Inc. (the "Company").

The Receiver gives notice and declares that:

1. By order of the Ontario Superior Court of Justice dated the 25th day of February, 2013, the undersigned, Deloitte & Touche Inc., was appointed receiver (the "Receiver") in respect of all of the assets, undertakings and properties of the Company, an insolvent company.
2. The undersigned commenced the exercise of its power in respect of that appointment on the 25th day of February, 2013.
3. The following information relates to the receivership.

- i. Address of insolvent company: 25 Centurian Drive, Suite 102
Markham, Ontario, L3R 5N8
- ii. Principal line of business: Manufacturer of branded oriental and specialty foods,
and individually quick frozen products targeting the food
service industry and retail markets.
- iii. Amounts owed by the Company to the creditors who hold a security interest on the property described above include:

HSBC Bank Canada	\$ 269,162.36
Mercedes Benz Financial	\$ 57,035.39
Redstone Investment Corporation	NIL
Dr. Sai Kui Lee	\$ 620,708.92
	<u>\$ 946,906.67</u>

4. On February 27, 2013, TFI Foods Ltd. ("TFI") provided the Receiver with a copy of an invoice issued to TFI by the Company dated July 5, 2012 and a listing of equipment from the Company. The invoice was for the sale of equipment located at the Company's leased premises at 30 Sims Crescent, Richmond Hill, to TFI for a purchase price of \$954,000, plus HST of \$124,020, for a total purchase price of \$1,078,020 (the "Purchase Price"). The invoice acknowledges the receipt of the following payments by the Company from TFI on the following dates in respect of the Purchase Price:

June 15, 2012	\$ 200,000
June 20, 2012	\$ 100,000
June 21, 2012	\$ 500,000
July 3, 2012	<u>\$ 278,020</u>
TOTAL	<u>\$1,078,020</u>

5. On March 5, 2013, the Receiver was provided with copies of the Company's bank statements from Industrial and Commercial Bank of China (Canada) ("ICBC") for the period from January 3, 2010 to October 31, 2012 and was able to verify that the Company did receive the Purchase Price. The ICBC bank account was closed on October 31, 2012.
6. TFI has not provided the Receiver, or the Receiver's legal counsel, with any documentation that shows that the transaction with the Company complied with the Bulk Sales Act (the "BSA"). The Receiver has been advised that HSBC Bank Canada will be commencing an application under the BSA seeking an order, among other things, declaring the above noted transaction void.
7. On June 22, 2012, \$400,000 was paid to 1812238 Ontario Inc., a related party, and \$70,000 was paid to Ms. Ellen Pun, the principal of the Company.
8. On July 3, 2012, HSBC Bank Canada received a partial repayment of its secured advances in the amount of \$150,000.
9. According to the principal of the Company, there are no remaining assets other than a management contract with a related party, a copy of which the Receiver has requested and has not yet received.
10. As at the filing of the Section 245(1) and Section 246(1) Notice dated March 7, 2013, the Receiver had very limited information with respect to the books and records of the Company. On March 26, 2013, Ms. Pun sent the Receiver the Company's accounts payable listing (without addresses) for the period ending October 31, 2012. The Receiver has been able to locate most, but not all, of the addresses.
11. The amount owed by the Company to secured and unsecured creditors, including related parties, is \$4,521,103.03. Attached is a list of creditors to be notified of the receivership which include the parties identified as secured creditors and potential government creditors. The secured creditors and government creditors were notified of the receivership on March 7, 2013.
12. There is no Interim Statement of Receipts and Disbursements as there have not been any receipts in this administration.
13. On July 1, 2013, Deloitte & Touche Inc. changed its name to Deloitte Restructuring Inc.
14. The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:

The Receiver will be issuing its First Report to the Court shortly and once issued, the First Report, as well as all motion materials, will be available on the Receiver's website at www.deloitte.com/ca/ellensfoodgroup

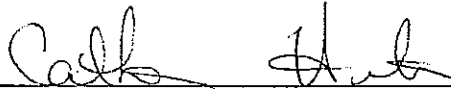
Contact person for the Receiver:

Catherine Hristow
Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Telephone: (416) 775-8831 / Fax: 416-601-6690

Dated at Toronto this 28th day of August, 2013

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of all of the assets,
undertakings and properties of Ellen's Food Group Inc.
and not in its personal or corporate capacity



Catherine A. Hristow, CMA, CIRP
Vice President

**In the Matter of the Receivership of
Ellen's Food Group Inc.**

No.	Creditor Name	Amounted Owed
1	1812238 Ontario Inc.	1,229,132.63
2	2133195 Ontario Limited	131,693.64
3	2192607 Ontario Ltd.	279,926.04
4	220 Bay Management Inc.	16,466.59
5	2220968 Ontario Inc.	497,331.06
6	2282698 Ontario Ltd.	481,993.32
7	2302161 Ontario Inc.	5,085.00
8	407 ETR	977.06
9	Abell Pest Control Inc.	483.10
10	Aladdin Temp Rite	2,936.07
11	Alkachem Products Inc.	372.90
12	An Ji Food	732.00
13	Aquasoft	484.77
14	Atlantic Packaging Products Ltd.	719.11
15	B.J. Management & Accounting Services Inc.	2,508.78
16	Beaver Fishery Inc.	103.35
17	Bell Canada - (Internet, Phone & TV)	2,630.62
18	Bell Mobility Inc.	642.21
19	Best Deal Office Products Ltd.	180.80
20	BFI Canada Inc.	8,298.39
21	Brome Lake Ducks Ltd.	19,819.38
22	Burnbrae Farms Limited	7,569.27
23	Camcarb Ltd. Compressed Gases	271.20
24	Cammita Service Inc.	834.50
25	Canada Bread Co. Ltd.	2,542.40
26	Canada Revenue Agency	1.00
27	Canadian Linen & Uniform Service	372.95
28	Canadian Springs	242.95
29	Canadian Tech Air Systems Inc.	7,060.35
30	Caneast Seafood Ltd.	1,728.00
31	Cannon Hygiene Canada Limited	77.62
32	CCT Printing	2,994.50
33	Charles Meat & Seafood Supply Ltd.	22,593.12
34	Chung Kin Carpets Limited	4,421.69
35	Cintas Canada Limited - Newmarket	961.97
36	Cintas Canada Limited - Toronto	1,681.61
37	Citi Cards Canada Inc.	165.02
38	City Telecom	1.16
39	Classic Fire Protection Inc.	542.40
40	CM Meat Trading Ltd.	7,015.06
41	Coca-Cola Refreshment Canada Company	580.00
42	Colabor Summit Distribution	18,992.25
43	Compass Services	5,164.10
44	Condu Electric	2,825.00
45	Desjardins Card Services	292.46
46	Direct Energy Essential Services	480.25
47	Direct Plumbing & Renovations Ltd.	1,033.95
48	Discover Network	133.50
49	Double H Delivery Service	101.81
50	Dr. Sai Kui Lee	620,708.92
51	Easy Systems	159.61
52	EcoLab	4,514.46
53	Enbridge	363.75
54	E-Tech Home Security Inc.	412.20
55	Fairview Refrigeration Inc.	6,361.90
56	Fung Sing International Trading Inc.	20,486.28
57	Garden Valley Produce	975.25
58	Genesis	61.00
59	GFL Environmental East Corporation	2,716.52

**In the Matter of the Receivership of
Ellen's Food Group Inc.**

No.	Creditor Name	Amounted Owed
60	GH Built-In Security Systems Ltd.	678.00
61	Grand Fortune Food Mart	54,986.03
62	Happy Meal Market Ltd.	1,858.00
63	HSBC Bank Canada	269,162.36
64	Hung Wang Food inc.	3,557.70
65	J&F Waste Systems Inc.	2,329.53
66	Jia Duo Food Products	544.50
67	Jim's Brother Trading Co.	2,291.60
68	JMV Food Service Canada Ltd.	2,607.13
69	Kam Li Food Co. Ltd.	300.00
70	Kanada Glass & Windows Corp.	6,400.00
71	Kar Heung Yuen Food Processing Inc.	1,021.00
72	KC Meat Export Brokers	3,447.66
73	King's Pastry	90.00
74	Kingston Renovation Ltd.	2,034.00
75	Kong Lan Renovation	180.80
76	Kwan Shun Food Trading Ltd.	150.79
77	Kwok Shing Trading Co. Ltd.	8,076.00
78	Lantao Farm Market	4,788.83
79	LC Lock Security E-Home Services	632.80
80	Leung Lam & Company	128,295.35
81	Living Water (Exhaust Hood and Filter Service)	135.60
82	Lobster Island Seafood Co.	355.76
83	Long Ho Fong Restaurant	30,000.00
84	M&L Printing Co.	300.00
85	M.P.M. International Inc.	807.95
86	Magnetsigns (GTA)	366.85
87	Maple Leaf Air System	607.94
88	Maxguard Alarm and Security Company Ltd.	259.90
89	Mercedes-Benz Financial Services Canada Corp.	57,035.39
90	Mercer Cleaning Supplies	320.75
91	Ming Pao Daily News	4,208.12
92	Ministry of Finance	3,850.20
93	Mobile Mini Inc.	770.55
94	Moneris Solutions	167.83
95	Mr. Potato	15,893.00
96	Ms. Electric Motor Service Ltd.	316.40
97	MZA Carpet & Janitorial Service Inc.	587.60
98	Nam Hai Wholesale Bakers	1,189.00
99	Nick's Feta Cheese	366.00
100	Ocean Seafood Company	86,762.04
101	Oliver Packaging & Equipment Company	5,818.66
102	Olympic Dust Control	714.85
103	Olympic Wholesale Co.	6,208.00
104	OMNI Contracting	2,147.00
105	Oriental Computer Graphics	666.70
106	PCS Fire & Safety Supplies	819.25
107	People's Donut Co.	5,261.50
108	Perlman Vegetable	3,689.86
109	PlanNet Logix Inc.	841.86
110	Polyway Technology Ltd.	474.60
111	Power Stream	1,453.11
112	Precision Elevator Ltd.	1,484.48
113	Profect Security and Locksmiths	429.40
114	Public Supplies Ltd.	1.00
115	Pure Grass Landscaping & Property Service	1,010.00
116	Qi Ji Trading Inc.	26,657.78
117	Re-ink Depot Inc.	367.01
118	Rentokil Pest Control Canada Ltd.	10,631.11

**In the Matter of the Receivership of
Ellen's Food Group Inc.**

No.	Creditor Name	Amounted Owed
119	Rex Services	1,401.20
120	Richy Leung	1,264.85
121	Riviera Bakery Limited	260.90
122	Rockwood Mall	17,367.76
123	Rogers Payment Centre	146.31
124	Roslin Enterprises Inc.	1.00
125	Royal J's Cleaning Co.	300.00
126	Ryman Landscaping Inc.	4,703.06
127	Sea Source (Canada) Inc.	31,639.51
128	Seacore Seafood Inc.	268.08
129	Sealot Trading Co. Ltd.	281.30
130	Shah Trading Company	588.30
131	Sharply Restaurant Equipment and Supplies	10,061.17
132	Sheng Kee Food Co.	198.00
133	Silverstein's	376.20
134	Sincere Pest Management Inc.	124.30
135	Sing Tao Dally Limited	2,193.46
136	Song Xing Trading Co. Ltd.	8,178.40
137	St. Clair Ice Cream Limited	196.40
138	Style Window Covering	1,042.99
139	Suncor Energy Products Partnership	1,439.09
140	Sunnic Signs Ltd.	3,600.00
141	Sunny Meat Market	223.00
142	TechStar Fire Protection Ltd.	1,881.45
143	TFI Foods Ltd.	13,664.02
144	The Beer Store	1,499.88
145	The Cook's Mate	1,993.32
146	The Fair Trading Company Ltd.	166.00
147	Tim Kee Company Ltd.	255.39
148	Toner Express Officetech	953.83
149	Toronto Hydro	4,395.28
150	Toronto Printing Co.	5,090.65
151	Toronto Sun Wah Trading Inc.	3,484.19
152	Town of Richmond Hill	0.61
153	Uncle Bill Trading Inc.	1.00
154	Vlo Water Treatment Systems (Durham) Inc.	1,457.70
155	Wah Soon Supermarket	11,262.88
156	Wah Teng Produce Ltd.	3,341.68
157	Wayne's Meat Products	6,750.44
158	Wellbond Import Export Inc.	1.00
159	Wellington Poultry Ltd.	107,606.12
160	Win Win Seafoods Inc.	597.00
161	Wing Lee Trading Company	4,116.21
162	Wing Loon Food Products Company	1.00
163	Winsun Laundry & Linen Supply	32,951.82
164	World Journal (Daily News) Inc.	95.88
165	WSIB	1.00
166	Wui Chun Yuen Trading Co.	3,634.05
167	Xiang Yu Tea House Limited	4,310.72
168	Yong Cheng Cleaning Inc.	28,871.50
169	Yue Po (Canada) Co. Ltd.	497.20

Total Amount Due - Secured & Other Creditors

\$ 4,521,103.03

APPENDIX “I”

Deloitte.

Brookfield Place
181 Bay Street
Suite 1400
Toronto ON M5J 2V1
Canada

Tel: 416-775-8831
Fax: 416-601-6690
www.deloitte.ca

March 1, 2013

By Facsimile (416-386-9922)

Redstone Investment Corporation
101 Duncan Mill Road
Suite 400
Toronto, Ontario M3B 1Z3

Dear Sirs:

Subject: Ellen's Food Group Inc.

On February 25, 2013, Deloitte & Touche Inc. was appointed Receiver of the assets of Ellen's Food Group Inc. Attached for your reference is a copy of the court order.

A review of the Personal Property Registration System indicates that you registered as a secured party on April 6, 2011. In accordance with the court order, the Receiver requests a copy of the signed security documentation including the associated schedules. In addition, please provide a listing of dates and amounts of advances made to Ellen's Food Group Inc. as well as a history of any repayments made to Redstone Investment Corporation, and whether the repayments were by Ellen's Food Group Inc. or from a related company.

Please provide this information no later than March 5, 2013.

Yours truly,

Deloitte & Touche Inc.

In its capacity as Court Appointed Receiver of
Ellen's Food Group Inc.
and not in its personal or corporate capacity

Per:



Catherine Hristow
Vice President

March 1, 2013

By Facsimile (905) 882-5220

Industrial and Commercial Bank of China (Canada)
Suite 102 - 103 East Asia Centre
350 Hwy 7 East
Richmond Hill, ON

Dear Sirs:

Subject: Ellen's Food Group Inc.

In a letter dated February 27, 2013 that was sent via facsimile, we advised Industrial and Commercial Bank of China (Canada) that on February 25, 2013, Deloitte & Touche Inc. was appointed Receiver of the assets of Ellen's Food Group Inc. On the same day, Industrial and Commercial Bank of China (Canada) advised that Ellen's Food Group Inc.'s bank account was closed.

We request that Industrial and Commercial Bank of China (Canada) immediately provide the Receiver with the date the bank account(s) were opened and the date(s) they were subsequently closed.

A review of the Personal Property Registration System indicates that Industrial and Commercial Bank of China (Canada) registered as a secured party on April 3, 2012. As per the court order previously provided, we require a copy of the signed security documentation including the associated schedules as well as a history of payments made (including dates, and amounts), and whether the payments were made from the bank account of Ellen's Food Group Inc..

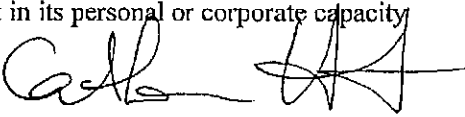
Please provide this information no later than March 5, 2013.

Yours truly,

Deloitte & Touche Inc.

In its capacity as Court Appointed Receiver of
Ellen's Food Group Inc.
and not in its personal or corporate capacity

Per:



Catherine Hristow
Vice President



Brookfield Place
181 Bay Street
Suite 1400
Toronto ON M5J 2V1
Canada

Tel: 416-775-8831
Fax: 416-601-6690
www.deloitte.ca

March 1, 2013

By Courier

Dr. Sai Kui Lee
713 Davis Drive
Suite 301
Newmarket, Ontario L3Y 2R3

Dear Sirs:

Subject: Ellen's Food Group Inc.

On February 25, 2013, Deloitte & Touche Inc. was appointed Receiver of the assets of Ellen's Food Group Inc. Attached for your reference is a copy of the court order.

A review of the Personal Property Registration System indicates that you registered as a secured party on January 28, 2013. In accordance with the court order, the Receiver requests a copy of the signed security documentation including the associated schedules as well as a history of payments made to you (including dates, and amounts), and whether the payments were made from the bank account of Ellen's Food Group Inc.

Please provide this information no later than March 5, 2013.

Yours truly,

Deloitte & Touche Inc.

In its capacity as Court Appointed Receiver of
Ellen's Food Group Inc.
and not in its personal or corporate capacity

Per:

Catherine Hristow
Vice President

APPENDIX “J”



中国工商银行 (加拿大)
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

Facsimile
APPENDIX

"J"

To:	Catherine Hristow Deloitte & Touche Inc.	Fax:	416-601-6690
Attn:		Fax:	
From:	INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA) Richmond Hill Branch	Fax:	905-882-5220
Date:	March 1, 2013	Total page(s) including this cover :	1
Subject:	Ellen's Food Group Inc.		

Reference is made to your letters via fax dated 2/27/2013 and 3/1/2013.

Ellen's Food Group Inc's bank account was opened on 10/21/2011 and closed on 10/26/2012.

A GSA was registered under PPSA on 4/3/2012 in anticipation of credit facility to be granted to Ellen's Food Group Inc. It didn't materialize and we shall discharge this PPSA registration in due course.

APPENDIX “K”

APPENDIX

"K"

PROMISSORY NOTE

AMOUNT: \$857,623.00

DUE DATE: July 18, 2011

DATE OF NOTE:

April 18, 2011

FOR VALUE RECEIVED, *Ellen Yuk Yee Pun, also known as Pun Yuk Yee and Yuk Yee Pun* (the "Payor"), hereby promises to pay *Dr. Sai Kui Lee* (the "Payee"), the principal amount of Eight Hundred and Fifty-Seven Thousand, Six Hundred and Twenty-Three Dollars (\$857,623.00) in lawful money of Canada at the time and in the manner hereinafter provided, together with interest accruing at five percent (5%) on the principal balance outstanding from time to time.

1. Principal - The Principal shall be due and payable on July 18, 2011.
2. Interest - Interest in like money on the unpaid portion from time to time of the Principal until the Principal is repaid in full, at the rate five percent (5%), calculated semi-annually, not in advance, as well after as before maturity and both before and after default. The Principal and such interest (accruing from and in respect of the 18th day of April, 2011) shall be payable in three blended, equal, monthly instalments of principal and interest each in the amount of Two Hundred and Eighty-Eight Thousand Two Hundred and Thirty-Five Dollars and Forty-One Cents (\$288,235.41) and shall be paid on the eighteenth (18th) day of May, June and July, 2011.
3. Payments - Principal and interest payments shall be in cash or certified cheque or bank draft payable to or to the order of the Payee and delivered to the Payee at 713 Davis Drive, Suite 301, Newmarket, ON, L3Y 2R3 on or before the date specified for such payment.
4. Interest on Overdue Amounts - In the event that default shall be made in the payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable on such sum; and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the aforesaid rate and, in case the interest and compound interest are not paid within one month from the day preceding the time of default, a rest shall be made and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, and such rests shall similarly be made on a monthly basis thereafter.
5. Application of Payments - Any amount paid in satisfaction of the indebtedness evidenced by this Promissory Note shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal owing hereunder in inverse order of maturity.

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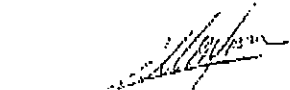
6. Prepayment Privilege - The Payor shall have the right at any time on any payment date to prepay, without bonus or penalty, all or any portion of the principal owing under this Promissory Note from time to time. Notwithstanding any such payment, principal payments as aforesaid shall continue until the principal owing hereunder has been paid in full.
7. Due and Payable - The Payor acknowledges, declares and agrees that the entire unpaid balance of the principal amount of this Note shall, at the option of the Payee, become immediately payable upon:
- (a) the failure of the Payor to pay any one of the aforesaid instalments as they fall due; or,
 - (b) the occurrence of any of the events referred to in the collateral given by the Payor to the Payee to secure the obligations of the Payor under this Note, the provisions of such collateral security being incorporated in this Note by reference.
8. Waiver - Extension of time of payment of all or any part of the principal amount of this Note at any time or times, or failure of the Payee to enforce any of his rights or remedies hereunder, shall not release the Payor and shall not constitute a waiver of the right of the Payee to enforce any such rights and remedies thereafter.
9. Collateral Security - As collateral security for the payment of the Note, the Payor agrees to:
- (a) provide the guarantee of Ellen's Food Group Inc. and 1812238 Ontario Inc., and
 - (b) Ellen's Food Group Inc. and 1812238 Ontario Inc. shall execute the General Security Agreements in the form attached hereto as Schedule "A".
10. Waiver of Benefits - The Payor waives presentment for payment, notice of dishonour and protest, and acknowledges receipt of a true copy hereof.
11. Non-Transferrable - This Note is not transferable by the Payor.
12. Governing Law - This Promissory Note shall be governed by the laws of the Province of Ontario and construed and enforced in accordance therewith.
13. Guarantors' Clause - In consideration of the Payee allowing the Payor to pay the balance owing over time, other valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, the receipt whereof is hereby acknowledged, the undersigned Guarantors covenant and agree with the Payee that the Guarantors will duly pay and satisfy all moneys at any time secured by this Promissory Note and duly perform and observe all covenants, agreements, and provisions contained in this Promissory Note; and further, that the Guarantors shall be primarily liable to the Payee and that the Guarantors shall not be

released nor shall their liability hereunder be limited or lessened by any variation in or departure from the provisions of this Promissory Note nor by the Payee granting time, taking or giving up securities, accepting proposals, granting releases or discharges or otherwise dealing with the parties hereto or any of them or with any other person or persons nor by any other thing whatsoever either of a like nature to the foregoing or otherwise including the bankruptcy or insolvency of the Payor whereby as surety only the Guarantors would or might be released and the Payee shall not be bound to exhaust its recourse against the Payor or against any other person or persons before enforcing its rights against the Guarantors.

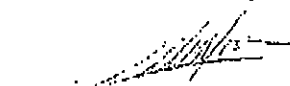
IN WITNESS WHEREOF, the Payor has duly executed this Promissory Note the day and year first above written.

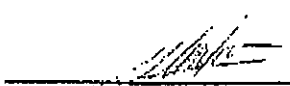
SIGNED, SEALED AND DELIVERED)
- in the presence of -)


SARA CHING)


Ellen Yuk Yee Pun, also known as
Pun Yuk Yee and Yuk Yee Pun

THE GUARANTORS ARE BOUND BY THE TERMS OF THIS PROMISSORY NOTE.

) Ellen's Food Group Inc.
)
)
)
) 
) Ellen Yuk Yee Pun, also known as
) Pun Yuk Yee and Yuk Yee Pun
) I have authority to bind the corporation.

) 1812238 Ontario Inc.
)
)
)
) 
) Ellen Yuk Yee Pun, also known as
) Pun Yuk Yee and Yuk Yee Pun
) I have authority to bind the corporation.

APPENDIX “L”

APPENDIX "L"

GENERAL SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

Ellen's Food Group Inc. (hereinafter called "the Debtor") for value received, hereby bargains, assigns, transfers, sets over, mortgages, charges and grants a security interest by way of a fixed charge in the Collateral as hereinafter defined, to and in favour of Dr. Sai Kui Lee (hereinafter referred to as "the Secured Party") as a general and continuing security for the payment and/or performance of all obligations, indebtedness and liabilities of the Debtor to the Secured Party, interest thereon and all commissions, legal expenses and other costs, charges and expenses, and all extensions and renewals thereof and whether direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and in any currency, and whether incurred prior to, at the time of or subsequent to the execution hereof, and whether incurred by the Debtor alone or with another, and the obligation or liability of the Debtor under any present or future guarantee by the Debtor of payment of the debts, liabilities or obligations of a third party to the Secured Party (all such obligations, indebtedness, liabilities and interest being hereinafter referred to collectively as "the Obligations"). The Debtor acknowledges that the obligations include the amount of **Eight Hundred and Fifty-Seven Thousand Six Hundred and Twenty-Three Dollars (\$857,623.00)**, pursuant to the terms of a Promissory Note, dated April 18, 2011 (the "Note"), a copy of which is annexed hereto as Schedule "C"; the principal amount owing by the Debtor to the Secured Part pursuant to the Note being hereinafter referred to, and included in, the "Obligations".

2. DESCRIPTION OF COLLATERAL

The Debtor covenants and agrees with the Secured Party that the following described property of the Debtor shall be subject to the grant, bargain, assignment, transfer, setting over, mortgage, charge and security interest in favour of the Secured Party created by this security agreement:

- (a) Accounts - all debts, amounts, claims and moneys which now are, or which may at any time hereafter become, due or owing to or owing by the Debtor, whether or not earned by performance; all securities, mortgages, bills, notes and other documents now held or owned, or which may be hereafter taken, held or owned, by or on behalf of the Debtor, in respect of such debts, amounts, claims and moneys or any part thereof; and all books, documents and papers recording, evidencing or relating to such debts, amounts, claims and moneys or any part thereof (all of which are herein collectively called "Accounts");
- (b) Chattel Paper - all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods (all of which are herein collectively called "Chattel Paper");
- (c) Documents - all documents, including, without limitation, all books, invoices, letters, papers

and other records, in any form evidencing or relating to the Collateral (all of which are herein collectively called "Documents");

(d) Documents of Title - all writings now or hereafter owned by the Debtor, each of which writing purports to be issued by or addressed to a bailee and purports to cover such goods and chattels in the bailee's possession as are identified or fungible portions of an identified mass, whether such goods and chattel are Inventory or Equipment (as hereinafter defined), and which writing is treated in the ordinary course of business as established that the person in possession of such writing is entitled to receive, hold and dispose of such writing and the goods and chattels it covers, and further, whether such writing is negotiable in form or otherwise, including bills of lading and warehouse receipts (all of which are herein collectively called "Documents of Title");

(e) Equipment - all of the present and future tools, machinery, equipment, furniture, chattels, fixtures, plant and other tangible property now or hereafter owned or acquired by the Debtor which are not included in sub-paragraphs (f) or (h) below (all of which are hereinafter referred to collectively as "the Equipment");

(f) Goods - all of its present and future goods and chattels including, without limitation, all goods, merchandise, raw materials, work in process, finished goods and chattels held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, and all goods used in or procured for packing or packaging other than Equipment included in sub-paragraph (e) above (all of which are hereinafter referred to collectively as "the Goods");

(g) Instruments - all present and future bills, notes and cheques (as such are defined pursuant to the Bills of Exchange Act (Canada)) of the Debtor, and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery and all letters of credit and advises of credit provided that such letters of credit and advises of credit state that they must be surrendered upon claiming payment thereunder (all of which are herein collectively called "Instruments");

(h) Intangibles - all of its present and future intangible property now or hereafter owned or acquired by the Debtor and which are not included in sub-paragraph (m) below, including, without limitation, all contract rights, chattel paper, warehouse receipts, bills of lading, documents of title, insurance policies, instruments, securities, book debts, receivables which are not book debts, choses in action, licenses, permits, franchises, leases (save that the last day of the term of any such lease is excepted out of the property charged by this security agreement with the Debtor standing possessed of any such reversion upon trust to assign and dispose thereof as the Secured Party may direct), client lists, goodwill, patents, trademarks, trade names, copyrights, other industrial property and the undertaking of the Debtor (all of which are hereinafter referred to collectively as "the Intangibles") and all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating to the Intangibles;

(i) Inventory - all goods or chattels now or hereafter forming the inventory of the Debtor including, without limitation, all goods, merchandise, raw materials, work in progress, finished goods, goods held for sale or resale or lease or that have been leased or that are to be, or have been, furnished under a contract of service, and goods used in or procured for packing or packaging (all of which are herein collectively called "Inventory");

(j) Money - all money now or hereafter owned by the Debtor, whether or not such money is authorized or adopted by the Parliament of Canada as part of its currency or by any foreign government as part of its currency, (all of which is herein collectively called "Money");

(k) Other Property - with respect to the Chattel Paper, Documents, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory and Securities, all substitutions and replacements thereof, increases, additions and accessions thereto, and any interest of the Debtor therein (all of which are herein collectively called "Other Property"); and

(l) Proceeds - all property in any form derived directly or indirectly from any dealing with the aforementioned undertaking and property of the Debtor or proceeds, including property that indemnifies or compensates for property destroyed or damaged including without limitation proceeds of policies of insurance and expropriation proceeds (all of which property is hereinafter referred to collectively as "the Proceeds").

(m) Securities - all present and future securities held by the Debtor, including shares, options, rights, warranties, joint venture interest, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of an issuer; including, without limitation, an uncertificated security within the meaning of Part VI (Investment Securities) of the Business Corporations Act (Ontario) and all substitutions therefor and dividends and income derived therefrom, (all of which are herein collectively called "Securities").

All of the above described Accounts, Chattel Paper, Documents, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Money, Other Property, Proceeds, and Securities of the Debtor are herein sometimes referred to collectively as "the Collateral".

3. ATTACHMENT OF SECURITY INTEREST

The Debtor acknowledges and agrees with the Secured Party that the charge created by this security agreement shall attach to the Collateral upon the execution hereof and when the Debtor has rights in the Collateral and whether or not any schedule hereto has been completed and shall be a fixed and specific charge on the Collateral.

4. **FUTURE ADVANCES**

The parties hereto agree that this Security Agreement shall secure ALL FUTURE ADVANCES made by the Secured Party to the Debtor.

5. **GENERAL WARRANTIES AND COVENANTS OF THE DEBTOR**

The Debtor represents and warrants and covenants with the Secured Party that:

- (a) it is the beneficial owner and will continue to be the beneficial owner of the Collateral free of all liens, charges, security interests, mortgages and other encumbrances other than encumbrances set out in Schedule "A" hereto (hereinafter referred to collectively as "the Permitted Encumbrances") and agrees that it will defend the Collateral against all claims and demands of all persons at any time charging the same or any interest therein;
- (b) the information set out in Schedule "B" with respect to the principal places of business, other places of business of the Debtor and other locations where the Collateral is or may be located from time to time or where the Debtor keeps records of its accounts receivable is complete, true and accurate and it will promptly notify the Secured Party of any change with respect thereto; and
- (c) it will pay the Obligations to the Secured Party as and when they become due.

6. **COLLECTION BY SECURED PARTY**

The Debtor agrees and undertakes to furnish and deliver to the Secured Party whenever requested to do so, (but not more frequently than required by the Debtor's bank and in any event, upon any default under this security agreement) a list of all debtors of the Debtor with the amounts owing by each and the securities therefor. Upon any default under this security agreement, the Debtor expressly authorizes the Secured Party at any time to notify any or all debtors of the Debtor to pay to the Secured Party all amounts owing to the Debtor and to collect, demand, sue for, enforce, recover and receive the debts and to give valid and binding receipts and discharges therefor and in respect thereof, the whole to the same extent and with the same effect as if the Secured Party were the absolute owner thereof and without regard to the state of accounts between the Debtor and the Secured Party. The Debtor covenants and agrees with the Secured Party that all monies collected or received by the Debtor from debtors shall be received in trust for the Secured Party and shall be paid forthwith to the Secured Party.

7. **RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL**

The Debtor covenants and agrees with the Secured Party that except as hereinafter provided, the Debtor shall not, without the written consent of the Secured Party:

- (a) sell, lease or otherwise dispose of the Collateral or any part thereof, save in the ordinary course of its business;
- (b) release, surrender or abandon possession of the Collateral or any part thereof, save in the ordinary course of its business; or
- (c) move or transfer the Collateral or any part thereof to a location not set out in Schedule "B" hereof, save in the ordinary course of its business, and upon immediate notice to the Secured Party,

provided that the Secured Party may, at its discretion, at any time release from the charges contained herein any part or parts of the Collateral of any other security or surety for the Obligations either with or without sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Collateral or the Debtor from this security agreement or from any of the covenants herein contained. The Debtor further covenants and agrees with the Secured Party that every part of the Collateral into which the Collateral is or may hereafter be divided does and shall stand charged with payment of the Obligations and no person shall have the right to require the Obligations to be apportioned, and that the Secured Party shall not be accountable to the Debtor for the value of any property or security released except for any monies actually received by the Secured Party, net of expenses. The Debtor further covenants and agrees with the Secured Party that any Proceeds received by the Debtor which are monies are to be held in trust by the Debtor for the Secured Party and shall be immediately paid over to the Secured Party.

8. PROHIBITION AGAINST PLEDGING COLLATERAL

The Debtor covenants and agrees with the Secured Party that it shall not, without the prior written consent of the Secured Party, create, permit, assume, have outstanding or suffer to exist, any assignment, mortgage, lien, charge, security interest or other encumbrance on the Collateral, or any part thereof, ranking or purporting to rank prior to or pari passu with the charge created by this security agreement, save and except for the Permitted Encumbrances, or issue any bonds, debentures or other securities except to the Secured Party, or permit any subsidiary to mortgage, charge or otherwise encumber any of its property or assets or issue any bonds, debenture, shares or other securities except to the Debtor or the Secured Party.

9. FURTHER ASSURANCES

The Debtor covenants and agrees with the Secured Party that the Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, all and singular, all such further acts, deeds, transfers, assignments, mortgages, security agreements and assurances as the Secured Party may reasonably require for the better granting, transferring, assigning, mortgaging, charging, setting over, assuring and confirming unto the Secured Party the Collateral or property intended to be charged hereby or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the

Secured Party and for the better accomplishing and effectuating of this security agreement.

10. FAILURE TO PERFORM COVENANTS

The Debtor covenants and agrees with the Secured Party that if the Debtor shall fail to perform any material covenant on its part herein contained, the Secured Party may, in its absolute discretion, but without being bound to do so, perform any such covenant capable of being performed by it. If any such covenant requires the payment of money or if the Collateral shall become subject to any lien or charge ranking in whole or in part in priority to or pari passu with the charge created by this security agreement, the Secured Party may make such payment or pay or discharge the said lien or charge, but shall be under no obligation to do so. The Debtor covenants and agrees that all sums so paid by the Secured Party shall immediately be payable by the Debtor to the Secured Party, shall bear interest at the Interest Rate until paid, and shall be secured by this security agreement and that no such performance or payment shall relieve the Debtor from any default under this security agreement or any consequences of such default.

11. INSURANCE

The Debtor covenants and agrees with the Secured Party that:

(a) the Debtor shall insure and keep insured all insurable property included in the Collateral against loss or damage by fire and other perils covered by a policy with an extended coverage endorsement, to the amount not less than the full replacement value of the Collateral without depreciation and will maintain public liability insurance, boiler and pressure vessel insurance in amounts satisfactory to the Secured Party, all such insurance policies to be with insurance companies and to contain terms and conditions including a standard mortgage clause in the form approved by the Insurance Bureau of Canada acceptable to the Secured Party;

(b) the loss under all policies of insurance, other than public liability, shall be payable to the Secured Party as its interests may appear and the Debtor shall arrange to have the entitlement of the Secured Party to the loss payable recorded on each policy of insurance. In the event, the production of this security agreement shall be sufficient authority for, and the insurer is hereby directed thereupon to pay the loss to the Secured Party as its interests may appear. The Debtor shall pay all premiums as the same become payable in respect of such insurance and shall furnish the Secured Party with receipts for premiums as required by the Secured Party; and

(c) in the event of loss, the Secured Party, at its option may apply the insurance proceeds against the balance owing by the Debtor, release the said proceeds to the Debtor, or arrange for the said proceeds, or any part thereof, to be used to repair, replace or rebuild the damaged property, or any combination of such applications. Where the insurance proceeds are released to the Debtor, or used for the purpose of repairing, replacing, or rebuilding the damaged property, the receipt of the insurance proceeds shall not operate as payment or novation nor in any way affect the security herein or any other security for the Obligations.

12. DEFAULT

The Debtor covenants and agrees with the Secured Party that the Debtor shall be in default under this security agreement upon the occurrence of any one or more of the following events:

(a) if the Debtor shall default in the payment, performance or discharge of any of the Obligations when due and same is not remedied within five (5) days of notification in writing of default by the Secured Party to the Debtor;

(b) if the Debtor shall default in the due observance or performance of any material covenant, undertaking or agreement heretofore or hereafter given to the Secured Party, whether contained herein or in any other security given to the Secured Party by the Debtor or in any agreement between the Debtor and the Secured Party, or if any of the representations and warranties contained herein or therein is or shall become untrue;

(c) if an encumbrancer, whether permitted or otherwise, shall take possession of any part of the Collateral or an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied against the property of the Debtor or any part thereof and not removed within five (5) days;

(d) if any order shall be made or a resolution passed for the winding-up of the Debtor, or a petition shall be filed under the Bankruptcy Act against the Debtor, or the Debtor shall become insolvent or shall commit or threaten to commit an act of bankruptcy, or shall make an assignment in bankruptcy, or a receiver or receiver and manager or agent or other official having similar functions shall be appointed either privately or by a court by or on behalf of a creditor of the Debtor over all or any part of the assets of the Debtor, or if any proceedings are commenced under the Companies Creditors Arrangement Act, or a proposal shall be made by the Debtor to its creditors under the Bankruptcy Act;

(e) if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it, and which forms or is capable of being made a charge upon any of the Collateral in priority to or pari passu with the security interest hereunder to remain unpaid for ten (10) days after the same has become due;

(f) if the Debtor shall attempt to or shall sell or dispose of or in any way part with the possession of or change the location of the Collateral or any part of it save as expressly permitted in this security agreement without the consent of the Secured Party first had and obtained in writing;

(g) if the Debtor shall cease or threaten to cease to carry on business;

(h) if the Debtor shall be in default under any of the Permitted Encumbrances; and

(i) the Secured Party in good faith and having commercially reasonable grounds for believing that the ability of the Debtor to pay any monies hereby secured or to perform any requirement of any provision contained in this agreement or any other agreement (written or oral), instrument or writing heretofore or hereafter given by the Debtor to the Secured Party is impaired or that the Collateral is in danger of being lost, damaged, destroyed or confiscated,

(each of the foregoing being hereinafter referred to as a "default").

13. ENFORCEMENT

The Debtor covenants and agrees with the Secured Party that upon the occurrence of any default the Secured Party shall have the following rights, powers and remedies in addition to those provided by law, including those of a secured party as set out in the Personal Property Security Act (Ontario) as amended from time to time, all such rights, powers and remedies being cumulative:

- (a) to declare all of the Obligations to be immediately due and payable;
- (b) to take possession of all or any part of the Collateral with power to exclude the Debtor, its agents and servants therefrom and for the purpose of taking possession of the Collateral, to enter upon the lands and premises and into all buildings or enclosures where such Collateral may be found;
- (c) to preserve and maintain the Collateral and make such replacements thereof and addition thereto as it shall deem advisable;
- (d) to sell, lease or dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise in such manner and on such terms as to it may seem commercially reasonable provided always that it shall not be incumbent on the Secured Party to sell, lease or dispose of the Collateral but it shall be entitled to take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption of the Debtor or of any other person whatsoever;
- (e) to appoint by instrument any person to be receiver, manager, receiver-manager, or receiver and manager (hereinafter referred to as the "Receiver") of the Collateral, to remove any Receiver so appointed and appoint another in his stead and to fix the remuneration of any Receiver and direct the payment thereof out of the Collateral; where the Secured Party is referred to in this Section 13, the term shall, where the context permits, include any Receiver so appointed and the officers, employees, servants and agents of such Receiver. Any such Receiver and its officers, employees, servants and agents shall so far as concerns responsibility for its acts or omissions be deemed to be the agent of the Debtor, and the Secured Party shall not in any way be responsible for any misconduct, negligence or nonfeasance on the part of any such Receiver;
- (f) to carry on or concur in carrying on the business of the Debtor and for such purposes

may occupy all premises, building and plant of the Debtor and use all of the Collateral free of any charge by the Debtor;

(g) to enjoy and exercise all powers necessary to the performance of all functions provided for in this security agreement, including without limitation, the power to purchase on credit, the power to advance its own moneys, the power to borrow moneys in its own name or in the name of the Debtor and the power to give security for any such borrowing upon all or any part of the Collateral for the purpose of carrying on the business of the Debtor or for the preservation or realization of the Collateral;

(h) to commence, continue or defend proceedings in its name or in the name of the Debtor for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of any part of the Collateral;

(i) to elect to retain all or any part of the Collateral in satisfaction of the Obligations of the Debtor to it, provided that any notice required by the *Personal Property Security Act* (Ontario), as amended from time to time, is given; and

(j) to pay any encumbrance, lien, claim or charge on the Collateral and in such case the amount so paid together with the costs and expenses incurred in connection therewith shall form part of the Obligations and shall bear interest at the Interest Rate.

14. RESTRICTION ON DEBTOR

The Debtor covenants and agrees with the Secured Party that upon the Secured Party taking possession of the Collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant, or agent of the Debtor with respect to the Collateral, shall be suspended unless specifically continued by the written consent of the Secured Party.

15. SECURED PARTY APPOINTED ATTORNEY

The Debtor irrevocably appoints the Secured Party, any Receiver appointed by the court or the Secured Party, their respective officers, employees and agents and each of them, to be the true and lawful attorneys of the Debtor for and in their name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obligated to sign, execute or do hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Secured Party and any Receiver appointed hereunder.

16. APPROPRIATION

The Debtor covenants and agrees with the Secured Party that any and all payments made in respect of the Obligations from time to time and monies realized from any securities held therefor (including monies realized on any enforcement of this security agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party shall at all times and from time to time have the right to change any appropriation as the Secured Party may see fit without prejudice to the right of the Secured Party to claim any deficiency.

17. DEFICIENCY

The Debtor covenants and agrees with the Secured Party that the Debtor shall remain liable to the Secured Party for any deficiency remaining after the application of proceeds of any sale, lease or other disposition of the Collateral, including without limitation, all costs of and expenses incurred by the Secured Party in protecting or enforcing its rights upon or under the Collateral.

18. WAIVER BY THE SECURED PARTY

The Debtor covenants and agrees with the Secured Party that any breach by the Debtor of any of the provisions contained in this security agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, may only be waived by the Secured Party in writing, provided that no such waiver by the Secured Party shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom. The Debtor further covenants and agrees with the Secured Party that neither failure nor delay on the part of the Secured Party to exercise any right, remedy, power or privilege provided for herein, by statute or at law or in equity shall operate as a waiver thereof nor shall any single or partial exercise of any such right, remedy power privilege preclude any other or further exercise thereof or the exercise of any other such right, remedy, power or privilege.

19. GENERAL PROVISIONS

The Debtor agrees with the Secured Party that:

(a) any amount borrowed, advanced or paid by the Secured Party or the Receiver pursuant to the powers set out in this security agreement and any interest thereon shall be a charge upon the Collateral in priority to the charges created by this security agreement and any encumbrance subsequent thereto;

(b) the Secured Party shall not be liable or accountable for any failure to seize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same for

the purpose of preserving any rights of the Secured Party, the Debtor or any other party in respect of the same; and

(c) the Secured Party may grant an extension of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the Obligations or the right of the Secured Party to hold and realize the Collateral.

20. RIGHTS CUMULATIVE

The Debtor covenants and agrees with the Secured Party that all rights and remedies of the Secured Party prescribed in this security agreement shall be cumulative and no remedy contained herein is intended to be exclusive but shall be in addition to every other remedy contained herein or in any other security document or existing at law or in equity or by statute and that the taking of a judgment or judgments with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this security agreement and that the Obligations hereby secured will be paid and shall be assignable free from any right to set-off or counter-claim or equities between the Secured Party and the Debtor.

21. SECURITY ADDITIONAL AND CONTINUING

The Debtor covenants and agrees with the Secured Party that the security hereby constituted is in addition to and not in substitution for and shall not be affected nor prejudiced by any other security now or hereafter held by the Secured Party and that this security shall not merge in nor suspend the completion of nor affect the rights, recourses and powers of the Secured Party with respect to any other security now or hereafter held by the Secured Party and that this security shall be deemed to be continuing security for the Obligations until all the indebtedness owing to the Secured Party by the Debtor from time to time is paid in full. The Debtor further covenants and acknowledges that this security shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Obligations but shall constitute and be a continuing security to the Secured Party for a current or running account.

22. APPLICABLE LAW

The Debtor agrees with the Secured Party that this security agreement shall be governed by, enforced and interpreted in accordance with the laws of the Province of Ontario and that any provision hereof prohibited by such law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

23. NOTICE

The Debtor covenants and agrees with the Secured Party that any demand or notice to the Debtor in connection with this security agreement shall be deemed to be made or given if sent by prepaid, registered mail, or sent by facsimile transmission or delivered to it at its address as follows:

25 Centurian Drive, No. 203
Markham, ON
L3R 5N8

Attention: Ellen Pun

1571 Sandhurst Circle
Agincourt, ON
M1V 1V2

Attention: Ellen Pun

The Debtor covenants and agrees with the Secured Party that any such notice shall be deemed to have been given and received if delivered, when delivered, if sent by facsimile transmission, when sent, and if mailed, on the fifth (5th) business day following the date of such mailing, save in the event of absence or disruption of postal service, in which event, such notice shall be delivered or sent by facsimile transmission.

The Debtor may, by written notice received by the Secured Party, designate a change in address for such notice.

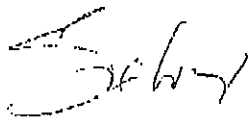
24. BINDING EFFECT

The Debtor acknowledges and agrees that this security agreement and all its provisions shall enure to the benefit of the Secured Party, its heirs, executors, administrators, successors and assigns as the case may be, shall not be assigned by the Debtor without written consent of the Secured Party, which consent may be unreasonably withheld, and shall be binding upon the Debtor, its successors and permitted assigns.

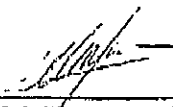
25. ACKNOWLEDGEMENT

The Debtor acknowledges the receipt from the Secured Party of an executed copy of this security agreement and agrees that this security agreement shall be in full force and effect whether or not the Schedules hereto or any of them are completed.

IN WITNESS WHEREOF this security agreement has been executed by the Debtor effective as of the 18th day of April, 2011.


SARA CHING

Ellen's Food Group Inc.


Ellen Yuk Yee Pun, also known as
Pun Yuk Yee and Yuk Yee Pun
I have authority to bind the corporation.

SCHEDULE "A"

PERMITTED ENCUMBRANCES

The following registrations under the *Personal Property Security Act*:

H&BC will be remove PPSA at the end of April
2011

SCHEDULE "E"

PRINCIPAL PLACES OF BUSINESS

25 Centurian Drive, No. 203
Markham, ON
L3R 5N8

1571 Sandhurst Circle
Agincourt, ON
M1V 1V2

16

SCHEDULE "C"
PROMISSORY NOTE

AMOUNT: \$857,623.00

DUE DATE: July 18, 2011

DATE OF NOTE:

April 18, 2011

FOR VALUE RECEIVED, *Ellen Yuk Yee Pun, also known as Pun Yuk Yee and Yuk Yee Pun* (the "Payor"), hereby promises to pay *Dr. Sai Kui Lee* (the "Payee"), the principal amount of Eight Hundred and Fifty-Seven Thousand, Six Hundred and Twenty-Three Dollars (\$857,623.00) in lawful money of Canada at the time and in the manner hereinafter provided, together with interest accruing at five percent (5%) on the principal balance outstanding from time to time.

1. Principal - The Principal shall be due and payable on July 18, 2011.
2. Interest - Interest in like money on the unpaid portion from time to time of the Principal until the Principal is repaid in full, at the rate five percent (5%), calculated semi-annually, not in advance, as well after as before maturity and both before and after default. The Principal and such interest (accruing from and in respect of the 18th day of April, 2011) shall be payable in three blended, equal, monthly instalments of principal and interest each in the amount of Two Hundred and Eighty-Eight Thousand Two Hundred and Thirty-Five Dollars and Forty-One Cents (\$288,235.41) and shall be paid on the eighteenth (18th) day of May, June and July, 2011.
3. Payments - Principal and interest payments shall be in cash or certified cheque or bank draft payable to or to the order of the Payee and delivered to the Payee at 713 Davis Drive, Suite 301, Newmarket, ON, L3Y 2R3 on or before the date specified for such payment.
4. Interest on Overdue Amounts - In the event that default shall be made in the payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable on such sum; and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the aforesaid rate and, in case the interest and compound interest are not paid within one month from the day preceding the time of default, a rest shall be made and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, and such rests shall similarly made on a monthly basis

thereafter.

5. Application of Payments - Any amount paid in satisfaction of the indebtedness evidenced by this Promissory Note shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal owing hereunder in inverse order of maturity.

6. Prepayment Privilege - The Payor shall have the right at any time on any payment date to prepay, without bonus or penalty, all or any portion of the principal owing under this Promissory Note from time to time. Notwithstanding any such payment, principal payments as aforesaid shall continue until the principal owing hereunder has been paid in full.

7. Due and Payable - The Payor acknowledges, declares and agrees that the entire unpaid balance of the principal amount of this Note shall, at the option of the Payee, become immediately payable upon:

- (a) the failure of the Payor to pay any one of the aforesaid instalments as they fall due; or;
- (b) the occurrence of any of the events referred to in the collateral given by the Payor to the Payee to secure the obligations of the Payor under this Note, the provisions of such collateral security being incorporated in this Note by reference.

8. Waiver - Extension of time of payment of all or any part of the principal amount of this Note at any time or times, or failure of the Payee to enforce any of his rights or remedies hereunder, shall not release the Payor and shall not constitute a waiver of the right of the Payee to enforce any such rights and remedies thereafter.

9. Collateral Security - As collateral security for the payment of the Note, the Payor agrees to:

- (a) provide the guarantee of Ellen's Food Group Inc. and 1812238 Ontario Inc., and
- (b) Ellen's Food Group Inc. and 1812238 Ontario Inc. shall execute the General Security Agreements in the form attached hereto as Schedule "A".

10. Waiver of Benefits - The Payor waives presentment for payment, notice of dishonour and protest, and acknowledges receipt of a true copy hereof.
11. Non-Transferrable - This Note is not transferable by the Payor.
12. Governing Law - This Promissory Note shall be governed by the laws of the Province of Ontario and construed and enforced in accordance therewith.
13. Guarantors' Clause - In consideration of the Payee allowing the Payor to pay the balance owing over time, other valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, the receipt whereof is hereby acknowledged, the undersigned Guarantors covenant and agree with the Payee that the Guarantors will duly pay and satisfy all moneys at any time secured by this Promissory Note and duly perform and observe all covenants, agreements, and provisos contained in this Promissory Note; and further, that the Guarantors shall be primarily liable to the Payee and that the Guarantors shall not be released nor shall their liability hereunder be limited or lessened by any variation in or departure from the provisions of this Promissory Note nor by the Payee granting time, taking or giving up securities, accepting proposals, granting releases or discharges or otherwise dealing with the parties hereto or any of them or with any other person or persons nor by any other thing whatsoever either of a like nature to the foregoing or otherwise including the

bankruptcy or insolvency of the Payor whereby as surety only the Guarantors would or might be released and the Payee shall not be bound to exhaust its recourse against the Payor or against any other person or persons before enforcing its rights against the Guarantors.

IN WITNESS WHEREOF, the Payor has duly executed this Promissory Note the day and year first above written.

SIGNED, SEALED AND DELIVERED)

- in the presence of -)

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Ellen Yuk Yee Pun, also known as
Pun Yuk Yee and Yuk Yee Pun

THE GUARANTORS ARE BOUND BY THE TERMS OF THIS PROMISSORY NOTE.

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Ellen's Food Group Inc.

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Ellen Yuk Yee Pun, also known as
Pun Yuk Yee and Yuk Yee Pun
I have authority to bind the corporation.

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1812238 Ontario Inc.

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Ellen Yuk Yee Pun, also known as
Pun Yuk Yee and Yuk Yee Pun
I have authority to bind the corporation.

APPENDIX “M”

STIVER VALE
BARRISTERS, SOLICITORS, NOTARIES**APPENDIX** "M"PAUL W. READ, B.A., LL.B.
WARREN G. SKINNER, B.A., LL.B.K. WAYNE KITCHEN, LL.B.
ROBERT A. LECK, B.A., (HONS.), LL.B.195 MAIN STREET SOUTH
NEWMARKET, ONTARIO
L3Y 3Y9

E-Mail for Robert A. Leck - ralck@stivervale.com

TELEPHONE NO. (905) 885-4571
TORONTO LINE (905) 773 6323
FAX. NO. (905) 853-2958

March 5, 2013

VIA FAX 416-601-6690 (2 Pages)Ms. Catherine Hristow
Deloitte & Touche Inc.
Suite 1400, 181 Bay Street,
Toronto, Ontario
M5J 2V1

Dear Ms. Hristow:

Re: Ellen's Food Group Inc. And Dr. Sai Kui Lee

Further to your correspondence dated March 1, 2013, which I just received, I will review my file and endeavour to provide you with a copy of the security documents next week, which I trust is satisfactory.

In the interim, I can advise that Dr. Lee does not have any evidence in his possession or available to him that could confirm whether any of the payments he received came from the bank account of Ellen's Food Group Inc.. The payments for which the source appears to be identifiable (numbers 1 and 6 through 13 below) did not come directly from said corporation.

I can advise that Dr. Lee received the following payments, which related to the original loan of \$1,000,000.00:

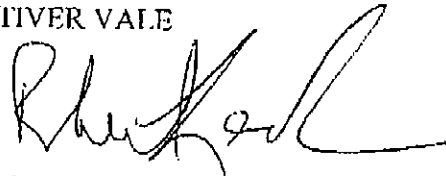
1. \$69,985.00 (after a \$15.00 bank charge) on April 27, 2011;
2. \$80,000.00 on May 5, 2011;
3. \$103,000.00 on May 19, 2011;
4. \$85,235.41 on June 16, 2011;
5. \$50,000.00 on June 29, 2011;
6. \$10,000.00 on October 18, 2012;
7. \$10,000.00 on October 20, 2012;
8. \$10,000.00 on October 27, 2012;
9. \$10,000.00 on November 3, 2012;
10. \$10,000.00 on November 13, 2012;
11. \$10,000.00 on November 25, 2012;

- 12. \$10,000.00 on December 1, 2012; and
- 13. \$10,000.00 on December 8, 2013.

If you would like to discuss this matter kindly contact me at your convenience.

Sincerely,

SILVERVALE

A handwritten signature in black ink, appearing to read "Robert A. Leck". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert A. Leck

cc: Client

APPENDIX “N”

APPENDIX "N"

STIVER VALE
BARRISTERS, SOLICITORS, NOTARIES

PAUL W. READ, B.A., LL.B.
WARREN G. SKINNER, B.A., LL.B.

K WAYNE KITCHEN, LL.B.
ROBERT A. LECK, B.A., (HONS), LL.B.

195 MAIN STREET SOUTH
NEWMARKET, ONTARIO
L3Y 3Y9

TELEPHONE NO. (905) 895-4571
TORONTO LINE (905) 773-8323
FAX. NO. (905) 853-2958

E-Mail for Robert A. Leck - rtleck@stivervale.com

March 15, 2013

VIA FAX: 416-601-6690 (23 pages)

Ms. Catherine Hristow
Deloitte & Touche Inc.
Suite 1400, 181 Bay Street
Toronto, ON
M5J 2V1

Dear Ms. Hristow:

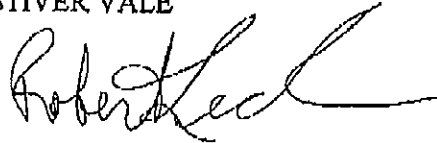
Re: Ellen's Food Group Inc. and Dr. Sai Kui Lee

Further to our previous correspondence, attached please find a copy of the executed Promissory Note and General Security Agreement with respect to Ellen's Food Group Inc..

I can further advise that, inclusive of legal costs, as of January 18, 2013, Dr. Sai Kui Lee was owed \$620,708.92

Sincerely,

STIVER VALE



Robert A. Leck

RAL:cym
Encls.

APPENDIX “O”

KRMC

**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West (at Yonge)
Suite 1100, Toronto, ON
Canada M2N 6S6

APPENDIX "O"

Telephone: (416) 225-8750
Facsimile: (416) 225-3910

June 12, 2013

Deloitte & Touche Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow

Dear Catherine,

Re: Dr. Sai Kui Lee Security Interest in the Assets of Ellen's Food Group Inc.

We confirm your advice that Deloitte and Touche Inc. is the court-appointed receiver over the assets of Ellen's Food Group Inc. (the "Debtor"). We understand that the Debtor has granted a security interest in its assets to Dr. Sai Kui Lee (the "Creditor") pursuant to a General Security Agreement (the "Security Agreement") dated April 18, 2011. You have asked us to opine on the validity and enforceability of the security interest granted by the Debtor to the Creditor pursuant to the Security Agreement.

Assumptions, Searches and Fact Reliance

For the purposes of the opinions set out herein, we have examined:

- (a) A copy of the Security Agreement that you provided to us;
- (b) A copy of the Promissory Note from Ellen Yuk Yee Pun to the Creditor that you provided to us in the amount of \$857,623.00 CDN, dated April 18, 2011, which includes a "Guarantors' Clause" (the "Promissory Note");
- (c) A copy of the bank draft from the Creditor to Pun Yuk Yee that you provided to us in the amount of \$1,000,000.00 CDN, dated February 2, 2011 (the "Bank Draft");
- (d) Bankruptcy and insolvency searches for all Canadian provinces against the following names: Sai-Kui Lee, Sai-Kui K. Lee, Sai Kui Lee, and Sai Lee, for the period from June 10, 1978 to June 10, 2013, and using the Creditor's birth date of May 14, 1942, as provided to us by his legal counsel, Mr. Robert A. Leck (file currency June 10, 2013).
- (e) Searches under the Ontario *Personal Property Security Act*, R.S.O. 1990 c. P-10, as amended, (the "PPSA") against the Debtor that you provided to us (file currency March 21, 2013) and an update search that we performed (file currency June 10, 2013);
- (f) A corporation profile report issued by the Ontario Ministry of Government Services (the "Ministry") with respect to the Debtor dated April 4, 2013.

We have also made such other searches, inquiries and investigations and considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

Search Results

Our review of the corporation profile report shows that the Debtor was incorporated under the Ontario *Business Corporations Act*, R.S.O. 1990, c. B-19, as amended, on August 8, 2004 and its correct legal name is Ellen's Food Group Inc. The Debtor's Ontario Corporation No. is 2053336.

Our review of the PPSA searches reveals that the Creditor registered a financing statement against the Debtor as registration no. 20130128 1312 2388 0105 (file no. 684350856) on January 28, 2013, which registration classified the Creditor's collateral as "Inventory", "Equipment", "Accounts" and "Other".

Our bankruptcy and insolvency searches revealed no information for the names we searched.

Assumptions

In expressing our opinions we have assumed, without independent verification by us:

- (a) The genuineness of all signatures on and the authenticity and completeness of all documents submitted to us as original documents, the conformity to the original documents of all documents submitted to us as true, certified, conformed or photostatic copies thereof, and the genuineness of all signatures on and the authenticity of the originals of such copies;
- (b) The completeness, truth, accuracy and currency of the indices and filing systems maintained by the public offices and registries where we have searched or enquired or have caused searches or enquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein;
- (c) The accuracy of the description of the collateral as set out in the Security Agreement (the "Collateral");
- (d) That attachment of the security interest constituted by the Security Agreement has occurred within the meaning of the PPSA, and that the Debtor and the Creditor did not agree to postpone the time of the attachment of any security interest constituted by the Security Agreement;
- (e) That the Collateral does not include Consumer Goods or Investment Property as those terms are defined in the PPSA;
- (f) That the Debtor gave the Security Agreement in return for good and valuable consideration;
- (g) That the Debtor: (i) was at the time of authorization, execution, and delivery of the Security Agreement properly constituted and is still constituted and existing under the laws pursuant to which it was constituted, (ii) had the corporate power and authority to execute, deliver and perform its obligations under the Security Agreement, (iii) took all necessary corporate action to authorize the execution, delivery and the performance of its obligations under the Security Agreement;
- (i) That the Security Agreement has not been amended, restated or replaced;
- (j) There are no agreements, judgments, rulings, instruments, facts or understandings affecting or concerning the Security Agreement and/or the various principal obligations with respect to which the Security Agreement was granted or statutory or regulatory prohibitions on the execution and delivery of the Security Agreement, the security interest granted thereunder and/or the various principal obligations with respect to which the Security Agreement was granted or the performance of the Security Agreement

and/or the various principal obligations with respect to which the Security Agreement was granted which were not apparent from a review of the Security Agreement and which would or might affect the validity or enforceability of the Security Agreement;

- (k) The Creditor did not know and did not have any reason to believe at the time that the creation of the security interest in the Collateral by the Security Agreement was in contravention of any agreement by which the Debtor or its property or assets were bound, if there was such a contravention;
- (l) That the execution, delivery and performance of obligations under the Security Agreement by the Debtor did not constitute a preference, conveyance, fraudulent conveyance, or transfer at undervalue under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation; and
- (m) The Creditor has not by course of conduct, implicit or explicit waiver, release, discharge, cancellation, forbearance or other means, oral or written, taken any action or steps which could, would or have altered, diminished, suspended or otherwise affected the terms, conditions of enforceability of the Security Agreement or the indebtedness, liabilities and obligations secured thereby.

Laws Addressed

The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. In particular, without limiting the generality of the foregoing, where we express an opinion based on the laws of Ontario, we express no opinion with respect to:

- (a) the laws of any other jurisdiction to the extent such laws may govern any aspect of the Security Agreement or govern the validity, perfection, effect of perfection or non-perfection, or enforcement of any security interest created thereunder as a result of the application of the conflict of laws rules of Ontario, as applicable; or
- (b) whether, pursuant to the conflict of laws rules of Ontario, as applicable, the laws of a particular province would govern the validity, perfection, effect of perfection or non-perfection, or enforcement of any security interest created by the Security Agreement.

Opinion

Based and relying upon the foregoing and subject to the qualifications, exceptions and limitations herein expressed, we are of the opinion that as of the date hereof under the laws of the Province of Ontario, the Security Agreement: (1) created valid and binding obligations of the Debtor, valid and enforceable as against a court-appointed receiver in accordance with the its terms; (2) appears to have created a valid security interest in the Debtor's personal property, as described in the Security Agreement, and located in Ontario; and (3) that the security interest created was perfected by registration under the provisions of the PPSA.

The foregoing opinions should not be taken as an opinion on the validity or perfection of the security interest granted to the Creditor in any jurisdiction outside of Ontario.

Qualifications

The foregoing opinions are subject to the following exceptions and qualifications:

- (a) The enforceability of the Security Agreement is subject to bankruptcy, insolvency, preference, winding-up, reorganization, arrangement, moratorium and other laws affecting creditors' rights generally;

- (b) The enforceability of the Security Agreement may be limited by general principles of law and equity relating to the conduct of the parties prior to execution of or in the administration or performance of the Security Agreement, including, without limitation (i) undue influence, unconscionability, duress, misrepresentation, and deceit, (ii) estoppel and waiver, (iii) laches, and (iv) reasonableness and good faith in the exercise of discretionary powers;
- (c) A court of competent jurisdiction may exercise its discretion in granting equitable remedies;
- (d) A secured creditor may be required to give (or to have given) a debtor a reasonable time to repay following a demand for payment prior to taking any action to enforce right of repayment or before exercising any of the rights and remedies expressed to be exercisable by the secured creditor;
- (e) No opinion is expressed as to the existence of, or the right, title or interest of the Debtor in and to any personal property or as to the rank or priority of any security interest or other interest expressed to be created by the Security Agreement. There is no title registry system in the Province of Ontario with respect to personal property, nor any office of public record wherein the title to personal property situate in the Province of Ontario may be examined;
- (f) We express no opinion as to whether the provisions of Part VII of the *Financial Administration Act* (Canada) have been complied with. An assignment of federal Crown debts which does not comply with that Act (other than an assignment contemplated by section 220(6) of the *Income Tax Act* (Canada)) is ineffective as between the assignor and assignee and as against the Crown. Consequently, the Creditor would not have valid security interest in any such federal Crown debts unless that Act is complied with;
- (g) The federal laws of Canada require or permit notices, filings or registrations to be made or other steps or actions to be taken in order to preserve, perfect or protect a security interest in certain types of property, including, without limitation, rolling stock, vessels registered under the *Canada Shipping Act*, patents, trade-marks, copyrights and property governed by the *Plant Breeders' Rights Act* (Canada) or the *Integrated Circuit Topography Act* (Canada). To the extent that a security interest is created by the Security Agreement in any such property, then notices, filings or registrations under such laws may be necessary or desirable in order to preserve, perfect or protect such security interest;
- (h) The PPSA imposes certain obligations on secured creditors which cannot be varied by contract. Furthermore, the PPSA may also affect the enforcement of certain rights and remedies contained in the Security Agreement to the extent that those rights and remedies are inconsistent with or contrary to any applicable statutes;
- (i) We express no opinion as to the enforceability of any provision of the Security Agreement which requires the Debtor to pay, or to indemnify the Creditor for the costs and expenses of the Creditor in connection with judicial proceedings, since those provisions may derogate from a court's discretion to determine by whom and to what extent those costs should be paid;
- (j) A court may not allow or uphold an attempt to exercise rights to accelerate performance of obligations or otherwise seek the enforcement of the Security Agreement based upon the occurrence of a default deemed immaterial;
- (k) We express no opinion as to the enforceability of any provision of the Security Agreement:
 - (i) Which purports to waive any or all defences which might be available to, or constitute a discharge of liability;
 - (ii) Which states that modifications, amendments or waivers are not binding unless in writing;

- (iii) To the extent it purports to exculpate a secured party or any receiver, manager or receiver and manager from liability in respect of acts or omissions which may be illegal, fraudulent, involve willful misconduct or which may constitute an intentional tort, including, without limitation, any provision which purports to allow such persons to unlawfully enter upon the premises of the Debtor for the purpose of seizing the Collateral;
 - (iv) Providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Security Agreement;
 - (v) Which respects a selection by the parties of the jurisdiction whose laws are to apply or where a dispute is to be resolved as such selection may not be considered binding on the court;
 - (vi) Which respects the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another party;
 - (vii) Which states that a certificate or some other thing will be treated as conclusive, final or binding;
 - (viii) Which provides for interest on overdue payments at a rate greater than the applicable payment not overdue as the provision for such greater rate may be construed as a penalty and not be enforceable; and
 - (ix) Which provides for the payment of interests, fees and commissions at rates which in the aggregate are deemed to constitute a criminal rate of interest;
- (l) We express no opinion as to any licences, permits or approvals that may be required in connection with the enforcement of the Security Agreement by the Creditor or by a person on its behalf, whether such enforcement involves the operation of the business of the Debtor or a sale, transfer or disposition of its property and assets;
 - (m) We express no opinion as to any security interest created by the Security Agreement with respect to any property of the Debtor that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of the Debtor that are not identifiable or traceable;
 - (n) We express no opinion as to any security interest purported to be created by the Security Agreement in any of the circumstances described in Section 4(1) of the PPSA in respect of which the PPSA is stated to have no application;
 - (o) We express no opinion as to whether a security interest may be created in any Collateral consisting of a receivable, licence, approval, privilege, franchise, permit, lease or security ("Special Property") to the extent that the terms of the Special Property or any applicable law prohibits its assignment and requires a consent, approval or other authorization or registration which has not been made or given;
 - (p) If the Security Agreement creates a security interest or charge in or against real property or leases of real property or in property which is now or may hereafter become a fixture, or in a right to payment under a lease, mortgage or charge of real property, the enforceability of such security interest or charge may be adversely affected by the failure of the Creditor to register the Security Agreement, such security interest or charge, a caveat or other notices in respect thereof against title to the property of the Debtor in the appropriate land registry, land titles, or land title office. Further, we have not done any searches against the real property charged by the Security Agreement and give no opinion on the perfection or enforceability of any security interest the Creditor may have in any of the Debtor's real property;
 - (q) The enforceability of the security interest created by the Security Agreement in accounts or chattel paper as against an account debtor of the Debtor are subject to notice of such security interest and a direction to

pay to the Creditor being given to such account debtor, the terms of the contract between the Debtor and such account debtor and any defence or claim arising out of the contract or a closely connected contract and any other defence or claim of such account debtor against such member accruing before such account debtor has knowledge of such security interest. Further, such security interest will not be binding upon such account debtor to the extent that such debt or account is paid or otherwise discharged before notice of such security interest are given to such account debtor, together with a direction to pay the same to the Creditor;

- (r) Notwithstanding that the security interest created by the Security Agreement may have been perfected by registration under the PPSA:
 - (i) Such security interest in investment property, instruments, chattel paper, documents of title or money, as those terms are respectively defined in the PPSA, will be defeated by certain claimants obtaining possession or control, as the case may be, of that property in the circumstances described in the PPSA, the Securities Transfer Act, 2006 (Ontario) or the Bills of Exchange Act (Canada); and
 - (ii) Such security interest in goods (as defined in the PPSA) will be defeated by certain claimants to whom the Debtor sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA; and
- (s) The enforceability of the Security Agreement is subject to the limitations contained in the *Limitations Act, 2002* (Ontario) and we express no opinion as to whether a court may find any provision of the Security Agreement to be unenforceable as an attempt to vary or exclude a limitation period under that Act.

Reliance

This opinion may be relied on by the addressee hereof and its respective successors and assigns. Without our prior written consent, this opinion letter, together with the opinions expressed herein, may not be relied upon by any other party. We do not act for the Debtor or the Creditor in this matter and did not act in the preparation of the Security Agreement or the registrations effected in respect thereof.

Yours very truly,

Kronis, Rotsztain, Margles, Cappel LLP

APPENDIX “P”

APPENDIX "P"

2

AGREEMENT made June 7th, 2012

Sales Agreement of Intent to purchase:

ELLEN'S FOOD GROUP INC, ALL AND ANY, FOOD PROCESSING EQUIPMENT

LOCATED AT THE LEASED PREMISES 30 SIMS CRES, RICHMOND HILL, ONTARIO

=====

Between

ELLEN'S FOOD GROUP INC

25 CENTURIAN DRIVE, SUIT 203

RICHMOND HILL ONTARIO

ELLEN PUN, OWNER AND OPERATOR

OF CFIA APPROVED PRODUCTION PLANT AND EQUIPMENT (SELLER)



AND

TAI-FOONG INTERNATIONAL

(BUYER)

2900 MARKHAM ROAD

SCARBOROUGH ONTARIO M1X 1E6

MR DAVID LAM OWNER

#954,000^{ec} / 7/3

- (1) The parties have agreed on a sale price of ~~\$1,000,000.00~~ for all and any equipment located at 30 Sims Cres Richmond hill Ontario
- (2) The parties have agreed to a 20% deposit of \$200,000.00CDN (certified cheque) which will be held in trust by Legal counsel of Ellen's Food Group Inc.
- (3) The parties desire to provide access to said premises for production to commence is at the buyers request and convenience, once this agreement has been signed and a deposit received by sellers legal counsel.
- (4) Seller agrees to cooperate fully with buyer in supplying all production information, The Food Safety Enhancement Program and the Hazard Analysis Critical Control Point (HACCP) systems as required in all federally registered establishments including all intellectual properties.
- (5) Consideration by the buyer must be given to include or release the present HACCP QA Manager employed at 30 Sims Cres.
- (6) The lease agreement as set out is understood and agreed to be discussed by both parties that all terms and conditions remain the same, both seller and buyer must agree to treat this as a separate item for discussion with the landlord and seller as required.
- (7) Seller agrees to provide full cooperation to the buyer in the training of employees in production equipment and startup (where possible) for the first three months of operations

ATTACHMENTS (PENDING) / 7/3

- A. Attached equipment list as per discussion.
- B. Auto CAD layout of said premises.
- C. All building construction drawings
- D. All office, laboratory and chemical equipment
- E. All any other plant and office equipment

ESTIMATED closing date August 30, 2012. / Jan E

THIS AGREEMENT WITNESSES that the parties covenant and agree to a BUY-SELL AGREEMENT

Offer to sell as per above agreement:

ELLEN'S FOOD GROUP INCORPORATED:

Signing Officer..... *[Signature]* Date..... Jun 15, 2012

Offer to purchase as per above agreement:

TAI FOONG INTERNATIONAL: TFI FOODS LTD.

Signing Officer..... *Wye Chan* Date..... JUN 15, 2012

H.F.E.C. HALFORD FOOD EQUIPMENT & CONSULTING. 

223 REBECCA ST OAKVILLE ONTARIO

EQUIPMENT LIST TO BUYER AS INSPECTED BY H.F.E.C. JUNE 2012

ALL AND ANY EQUIPMENT LOCATED INSIDE 30 SIMS CRES RICHMOND HILL ONTARIO

30 SIMS CRES. RICHMOND HILL ON. BUILDING EXTERIOR IN EXCELLENT CONDITION + PARKING AREA

FEDERAL INSPECTED AND APPROVED ESTABLISHMENT: WITH HACCP EMPLOYEE

COMPLETE RECEPTION AND OFFICE SPACE

LADIES AND GENTS LOCKER ROOMS

LUNCH ROOM

OVERALL PLANT SIZE 22,000 SQ.FT.

PRODUCTION SPACE AVAILABLE FOR IQF 12,000 SQ.FT.

COOLER SPACE AVAILABLE FOR IQF 1200 SQ.FT.

WELFARE AREAS FOR MALE & FEMALE 700 SQ.FT.

LABORATORY ON SITE.

COMPLETE FREEZER AND COOLER RACKING SYSTEM-NEW.

ONE RECEIVING DOCK- ONE SHIPPING DOCK.

FREEZER STORAGE / HOLDING AREA 2,000 SQ.FT.

SELF CONTAINED DRY STORAGE AREA- PACKAGING AND INGREDIENTS

IQF EQUIPMENT IN PLANT AND AVAILABLE:

WEIGH FLOOR SCALES

GLAZING EQUIPMENT CONVEYOR

ONE 750 LITRE TUMBLER.

ONE 500 LITRE TUMBLER.

ONE ICE MACHINE.

ONE INJECTSTAR INJECTOR.

ONE PRAXAIR FREEZER TUNNEL IQF- n2

ONE SIZING SYSTEM (SCANVECT) 4 DROP / TRAY SYSTEMS EACH SIDE.

TWO CONVEYOR SYSTEMS.

PACKAGING CONVEYORS.

BAR CODE SCANNER

NITROGEN PAD AND STORAGE EXTERNAL TANK

COMPLETE KLINK LOK PACKAGING SYSTEM- NEW (FROM 50 GR- 900GR)

NEW VACCUUM PACK MACHINE-NEW- two small separate

METAL DETECTOR

BARTLETT PACKAGING MACHINE-

MEZZANINE ALL STAINLESS STEEL

COMPLTE SCANVECT SIZING SYSTEM- NEW

25 200 LITRE STAILESS BINS – 3 300 LITRE STAINLESS BINS

ONE FORK LIFT TRUCK- BATTERY CHARGING STATION

COMPLETE CLEANING SYSTEM-CHEMICAL ROOM

4 STAILESS STEEL WORK TABLES

ONE 90GPM HYDRAULIC SYSTEM

SEPARATE ANTI SEORARATION ROOM

FULL COOK AREA ONLY

TWO FULL COOK OVENS –NEW

TWO GAS COOKING SKILLETS

THREE STEAM COOK TILTING KETTLES

TWO SIDE BY SIDE FLOOR FRYERS

ONE MIXING BOWL

COMPLETE FIRE SUPPRESSION SYSTEM- FOR ABOVE EQUIPMENT

SPIRAL FREEZER SYSTEM

MECHANICAL DEPOSITORS

COMPLETE CONVEYING SYSTEM TO FREEZER

FREEZER DISCHARGE AREA FOR PACKAGING

THREE ANKO MACHINES

DEPOSITOR EQUIPMENT

FORK LIFT TRUCK

FLOOR SCALES – TABLE SCALES

COMPLETE CONVEYING SYSTEM IN FULL COOK ROOM

BOILER ROOM / CHEMICAL ROOM

ALL OFFICE EQUIPMENT INCLUDING LABEL MACHINES

COMPUTERS AND ALL INTELLECTUAL PROPERTIES

ALL IS SUBJECT TO INSPECTION BY BUYER.....

APPENDIX “Q”

APPENDIX "Q"

ELLEN'S FOOD GROUP INC.

25 Centurian Drive, Suite 102, Markham, Ontario, L3R 5N8
Business number: 85068 0141RT0001

Tel: 905-947-8268

SALES INVOICE

July 5, 2012

Invoice: 12002

TFI Foods Ltd.
2900 Markham Road
Scarborough, Ontario
M1X 1E6

RE: Sale of Equipment located at 30 Sims Crescent, Richmond Hill, Ontario

Description

Food Processing Equipment as per list	\$ 954,000
HST @ 13%	<u>124,020</u>
Total	<u>\$ 1,078,020</u>

Payments received

June 15, 2012	\$ 200,000
June 20, 2012	100,000
June 21, 2012	500,000
July 03, 2012	<u>278,020</u>
Total	<u>\$ 1,078,020</u>

APPENDIX “R”

Assignment of Lease

THIS AGREEMENT made as of the 29th day of June, 2012

BETWEEN:

ELLEN'S FOOD GROUP INC.
hereinafter called the "Assignor"

APPENDIX "R"

OF THE FIRST PART

and

3243222 CANADA INC. o/a IMAGO FOODS
hereinafter called the "Assignee"

OF THE SECOND PART

and

TERYLE ANN KIDMAN AND ELEANORE MUCHNIK
hereinafter called the "Landlord"

OF THE THIRD PART

and

~~C.L.~~
DAVID ~~G.K.~~ LAM
hereinafter called the "Indemnifier"

OF THE FOURTH PART

and

ELLEN PUN
hereinafter called the "Previous Indemnifier"

OF THE FIFTH PART

WHEREAS by a lease dated August 18, 2004 (the "Lease") as amended by a Lease Amending Agreement dated January 22, 2007 and extended by an Extension of Lease dated November 10, 2011, the Landlord leased to the Assignor the premises known as 30 Sims Crescent, Richmond Hill, Ontario;

AND WHEREAS the Indemnifier has agreed to guarantee the performance of the obligations of the Assignee under the Lease;

AND WHEREAS the Lease contains a covenant in Article 1.16 on the part of the Assignor not to assign the premises without the written consent of the Landlord;

AND WHEREAS the Assignor has agreed to assign the Lease to the Assignee and the Landlord has agreed to consent to such assignment;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements between the parties to this Agreement and the sum of TWO DOLLARS (\$2.00) now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

1. Assignment

The Assignor hereby transfers, sets over and assigns unto the Assignee, as of and from the date of execution of this Agreement (the "Effective Date") all of its right, title and interest in the Leased Premises, together with the unexpired residue of the Term and all benefit and advantages to be derived from the Lease.

TO HAVE AND TO HOLD the same, subject to the payment of rent and the observance and performance of the tenant's covenants and the conditions and agreements contained in the Lease.

2. Assignor's Covenants

The Assignor covenants and agrees with the Assignee that:

(a) notwithstanding any act of the Assignor, the Lease is a good, valid and subsisting lease and the rent thereby reserved has been duly paid up to the Effective Date and the covenants and conditions therein contained have been duly observed and performed by the Assignor up to the Effective Date;

(b) the Assignor has good right, full power and absolute authority to assign its interest in the Leased Premises and the Lease in the manner aforesaid, according to the true intent and meaning of this

Agreement;

(c) subject to the payment of rent and to the observance and performance of the tenant's covenants and the conditions and agreements contained in the Lease, the Assignee may enter into and upon and hold and enjoy the Leased Premises for the unexpired residue of the Term granted by the Lease for its own use and benefit without any interruption by the Assignor or by any person whomsoever claiming through or under the Assignor;

(d) the Assignor will from time to time hereafter at the request and cost of the Assignee promptly execute such further assurances pertaining to the Leased Premises as the Assignee may reasonably require; and

(e) the Assignor shall remain liable for all the obligations contained in the Lease despite the herein assignment, and the Assignor shall be responsible for the due performance of the obligations of the tenant as specified in Article 1.16 of the Lease.

3. Assignee's Covenants

The Assignee covenants and agrees with the Assignor and the Landlord that:

(a) It will at all times during the unexpired residue of the Term observe and perform the Tenant's covenants and the conditions and agreements contained in the Lease and indemnify and save harmless the Assignor from all actions, suits, costs, losses, charges, demands and expenses for and in respect thereof;

(b) Without restricting the generality of the foregoing, the Assignee covenants and agrees that it will at all times during the unexpired residue of the Term pay all rentals, including all Minimum or Basic Rent, Percentage Rent and Additional Rent reserved by the Lease, and all other payments covenanted to be paid by the Tenant therein at the times and in the manner provided for in the Lease, and will observe and perform all of the terms, covenants, conditions and agreements contained in the Lease on the part of the tenant to be observed and performed.

4. Indemnifier's Covenants

The Indemnifier covenants and agrees with the Landlord that:

(a) The Indemnifier will be jointly and severally bound with the Assignee for the fulfilment of all covenants, obligations, and agreements of the Tenant under the Lease, and that in the enforcement of its rights under the Lease the Landlord may proceed against the Indemnifier as if the Indemnifier was named as the Tenant under the Lease;

(b) The Landlord shall not be required to proceed against the Tenant or to proceed against or to exhaust any security held from the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Indemnifier, and the Indemnifier hereby waives any rights to require the Landlord to do so; and

(c) No neglect or forbearance of the Landlord in endeavouring to obtain payment of the rent reserved in the Lease or other payments required to be made under the Lease as and when they become due, no delay of the Landlord in taking any steps to enforce performance or observance of the covenants, obligations, or agreements contained in the Lease to be performed, or observed, by the Tenant, nor extensions of time which may be given by the Landlord from time to time to the Tenant and no other act or failure to act of or by the Landlord shall release, discharge, or in any way reduce the obligations of the Indemnifier under its obligations hereunder.

5. Landlord's Consent

The Landlord hereby consents to the assignment of the Lease as set out herein in accordance with Section 9 of the Lease, and hereby does not release the Assignor from all liabilities, covenants, obligations, rights, claims, and causes of action under the Lease which may arise after the Effective Date.

The Landlord hereby confirms and acknowledges that:

(a) all rent and other payments required to be made by the Assignor to the Landlord pursuant to the Lease up to and including the date of this Agreement have been made;

(b) the Landlord is holding a security deposit in the amount of \$ 16,046.⁸⁴/₁₀₀; and

(c) the Lease is in good standing.

6. Release of Previous Indemnifier

The Landlord hereby releases the Ellen Pun, the Previous Idemnifier from her obligations as Indemnifier.

7. Binding Effect

W
[Signature]


This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

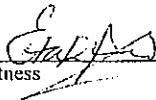
8. Confirmation

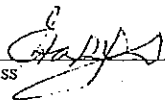
The parties hereto do in all other respect hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that all terms and expressions used in this Agreement have the same meaning as the terms and expressions used in the Lease. Provided that the Landlord and Tenant are also referred to as "Lessor" and "Lessee"; and if some expression other than "Leased Premises" is used in the Lease to describe the premises demised and leased by the Landlord or Lessor to the Tenant or Lessee, the words "Leased Premises" as used herein shall have the same meaning as such other expression.

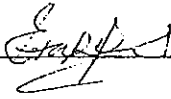
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

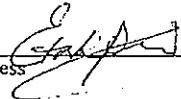
SIGNED, SEALED AND DELIVERED

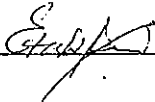
witness 

witness 

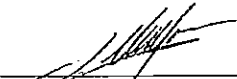
witness 

witness 


witness 

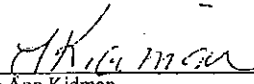
witness 


ELLEN'S FOOD GROUP INC.
Per:


Ellen Pun, President
I have authority to bind the corporation.

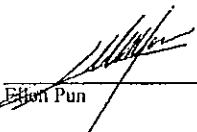
3243222 CANADA INC. o/a IMAGO FOODS
Per:


David C.K. Lam, Director, President, Secretary
I have authority to bind the corporation.
C.L.


Teryle Ann Kidman


Eleanore Muchnik


David C.K. Lam


Ellen Pun

APPENDIX “S”



Richmond Hill branch
Suite 102 350 Highway 7 East Richmond Hill Ontario
L4B3N2
TEL (905) 882-8182 FAX 905-882-5220

ELLEN'S FOOD GROUP INC.
25 CENTURIAN DRIVE, SUITE #203
MARKHAM ONTARIO
CANADA L3R 5N8

Statement Period 2012-06-01 to 2012-06-30

Portfolio Summary (In CAD Equivalent)	
Deposits	21,275.43
Loans	0.00
Net Balance	21,275.43
Prime Rate	3.00%

Account Summary

Account Type	Account No./Sub-account No	CCY	Overdraft Limit	Available Overdraft Limit	Account Balance	A/C Code
Current A/C	0001230710700003936	CAD			21,275.43	Single A/C

Transaction Record

Currency	Transaction Date	Value Date	Description	Withdrawal	Deposit	Account Balance
Account No. 0001230710700003936						
CAD	2012-05-31		Opening Balance			1,113.06
CAD	2012-06-01	2012-06-01	INT Interest Withdrawal	683.31		429.75
CAD	2012-06-01	2012-06-01	CHG DR transaction fee	6.40		423.35
CAD	2012-06-01	2012-06-01	CHG Service Plan	80.00		343.35
			ChargesEnhanced			
			Current A/C			



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-06-01	2012-06-01	DEFT	MCAP	128.91	214.44
CAD	2012-06-01	2012-06-01	DEFT	MCAP	153.68	60.76
CAD	2012-06-01	2012-05-31	BQW	0000000000001333 I/W CHQ CLR1333	191.01	-130.25
CAD	2012-06-01	2012-06-01	CHG	Unauthorized overdraft-Inward C	5.00	-135.25
CAD	2012-06-01	2012-05-31	BQW	0000000000001327 I/W CHQ CLR1327	329.99	-465.24
CAD	2012-06-01	2012-06-01	CHG	Unauthorized overdraft-Inward C	5.00	-470.24
CAD	2012-06-01	2012-05-31	BQW	0000000000001330 I/W CHQ CLR1330	506.76	-977.00
CAD	2012-06-01	2012-06-01	CHG	Unauthorized overdraft-Inward C	5.00	-982.00
CAD	2012-06-01	2012-05-31	BQW	0000000000001284 I/W CHQ CLR1284	3,750.00	-4,732.00
CAD	2012-06-01	2012-06-01	CHG	Unauthorized overdraft-Inward C	5.00	-4,737.00
CAD	2012-06-01	2012-06-01	CHQ		4,800.00	63.00
CAD	2012-06-04	2012-06-01	BQW	0000000000001332 I/W CHQ CLR1332	93.00	-30.00
CAD	2012-06-04	2012-06-04	CHG	Unauthorized overdraft-Inward C	5.00	-35.00
CAD	2012-06-04	2012-06-01	BQW	0000000000000521 I/W CHQ CLR521	1,261.86	-1,296.86
CAD	2012-06-04	2012-06-04	CHG	Unauthorized overdraft-Inward C	5.00	-1,301.86
CAD	2012-06-04	2012-06-01	BQW	0000000000001321 I/W CHQ CLR1321	1,828.80	-3,130.66
CAD	2012-06-04	2012-06-04	CHG	Unauthorized overdraft-Inward C	5.00	-3,135.66
CAD	2012-06-04	2012-06-01	BQW	0000000000001304 I/W CHQ CLR1304	4,068.00	-7,203.66
CAD	2012-06-04	2012-06-04	CHG	Unauthorized overdraft-Inward C	5.00	-7,208.66



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-06-04	2012-06-01	BQW 0000000000001351	5,400.05	-12,608.71
			I/W CHQ CLR1351		
CAD	2012-06-04	2012-06-04	CHG Unauthorized	5.00	-12,613.71
			overdraft-Inward C		
CAD	2012-06-04	2012-06-01	BQW 0000000000000268	7,175.67	-19,789.38
			I/W CHQ CLR268		
CAD	2012-06-04	2012-06-04	CHG Unauthorized	5.00	-19,794.38
			overdraft-Inward C		
CAD	2012-06-04	2012-06-01	BQW 0000000000000341	11,691.07	-31,485.45
			I/W CHQ CLR341		
CAD	2012-06-04	2012-06-04	CHG Unauthorized	5.00	-31,490.45
			overdraft-Inward C		
CAD	2012-06-04	2012-06-01	BQW 0000000000000685	36,018.92	-67,509.37
			I/W CHQ CLR685		
CAD	2012-06-04	2012-06-04	CHG Unauthorized	5.00	-67,514.37
			overdraft-Inward C		
CAD	2012-06-04	2012-06-04	CSH	19,578.65	-47,935.72
CAD	2012-06-04	2012-06-04	CHQ	6,400.00	-41,535.72
CAD	2012-06-04	2012-06-04	TRF FR 012-1070-3910	17,600.00	-23,935.72
			TO 012-1070-3936		
CAD	2012-06-05	2012-06-04	BQW 0000000000001341	620.20	-24,555.92
			I/W CHQ CLR1341		
CAD	2012-06-05	2012-06-05	CHG Unauthorized	5.00	-24,560.92
			overdraft-Inward C		
CAD	2012-06-05	2012-06-04	BQW 0000000000001348	2,063.52	-26,624.44
			I/W CHQ CLR1348		
CAD	2012-06-05	2012-06-05	CHG Unauthorized	5.00	-26,629.44
			overdraft-Inward C		
CAD	2012-06-05	2012-06-04	BQW 0000000000001342	2,302.50	-28,931.94
			I/W CHQ CLR1342		
CAD	2012-06-05	2012-06-05	CHG Unauthorized	5.00	-28,936.94
			overdraft-Inward C		
CAD	2012-06-05	2012-06-04	BQW 0000000000000269	7,175.67	-36,112.61
			I/W CHQ CLR269		
CAD	2012-06-05	2012-06-05	CHG Unauthorized	5.00	-36,117.61



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

overdraft-Inward C							
CAD	2012-06-05	2012-06-04	BQW	0000000000001335	13,335.73		-49,453.34
I/W CHQ CLR1335							
CAD	2012-06-05	2012-06-05	CHG	Unauthorized	5.00		-49,458.34
overdraft-Inward C							
CAD	2012-06-05	2012-06-04	BQW	0000000000001337	16,096.53		-65,554.87
I/W CHQ CLR1337							
CAD	2012-06-05	2012-06-05	CHG	Unauthorized	5.00		-65,559.87
overdraft-Inward C							
CAD	2012-06-05	2012-06-05	TRF	FM	42,500.00		-23,059.87
012-1070-3886,012-1070-39							
02, 012-1070-2987, 012							
CAD	2012-06-05	2012-06-01	BQR	0000000000000685	36,018.92		12,959.05
I/W CHQ RTN685							
CAD	2012-06-05	2012-06-01	CHG		5.00		12,964.05
CAD	2012-06-05	2012-06-05	CHG	Inward Clearing	40.00		12,924.05
Chq. Rtn							
CAD	2012-06-06	2012-06-05	BQW	0000000000001340	483.23		12,440.82
I/W CHQ CLR1340							
CAD	2012-06-06	2012-06-05	BQW	0000000000001326	1,349.36		11,091.46
I/W CHQ CLR1326							
CAD	2012-06-06	2012-06-06	TRF	0000000000000001	10,900.00		191.46
TO							
012-1070-3944.3910,3563,3							
886							
CAD	2012-06-07	2012-06-06	BQW	0000000000001346	602.96		-411.50
I/W CHQ CLR1346							
CAD	2012-06-07	2012-06-07	CHG	Unauthorized	5.00		-416.50
overdraft-Inward C							
CAD	2012-06-07	2012-06-06	BQW	0000000000001347	1,586.55		-2,003.05
I/W CHQ CLR1347							
CAD	2012-06-07	2012-06-07	CHG	Unauthorized	5.00		-2,008.05
overdraft-Inward C							
CAD	2012-06-07	2012-06-07	TRF	FM #012-2013-5492	4,000.00		1,991.95
CAD	2012-06-08	2012-06-07	BQW	0000000000001343	1,846.36		145.59



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

I/W CHQ CLR1343						
CAD	2012-06-08	2012-06-07	BQW	00000000000001353	8,218.25	-8,072.66
I/W CHQ CLR1353						
CAD	2012-06-08	2012-06-08	CHG	Unauthorized	5.00	-8,077.66
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001350	65.72	-8,143.38
I/W CHQ CLR1350						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-8,148.38
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001345	271.20	-8,419.58
I/W CHQ CLR1345						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-8,424.58
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001370	286.32	-8,710.90
I/W CHQ CLR1370						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-8,715.90
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001361	1,921.00	-10,636.90
I/W CHQ CLR1361						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-10,641.90
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	0000000000000999	2,041.79	-12,683.69
I/W CHQ CLR999						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-12,688.69
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001344	5,007.14	-17,695.83
I/W CHQ CLR1344						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-17,700.83
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	00000000000001354	5,811.82	-23,512.65
I/W CHQ CLR1354						
CAD	2012-06-11	2012-06-11	CHG	Unauthorized	5.00	-23,517.65
overdraft-Inward C						
CAD	2012-06-11	2012-06-08	BQW	0000000000000382	30,323.01	-53,840.66
I/W CHQ CLR382						



中国工商银行 (加拿大)

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CAD	2012-06-11	2012-06-11	CHG	Unauthorized overdraft-Inward C	5.00	-53,845.66
CAD	2012-06-11	2012-06-11	CHQ		102,600.96	48,755.30
CAD	2012-06-11	2012-06-11	TRF	000000000000000001 Issue Cashier's Order No.142709)	5,900.00	42,855.30
CAD	2012-06-11	2012-06-11	TRF	000000000000000001 TO 012-1070-3563,012-1070-38 86	28,000.00	14,855.30
CAD	2012-06-12	2012-06-11	BQW	000000000000001355 I/W CHQ CLR1355	133.20	14,722.10
CAD	2012-06-12	2012-06-11	BQW	000000000000001381 I/W CHQ CLR1381	998.10	13,724.00
CAD	2012-06-12	2012-06-11	BQW	000000000000001384 I/W CHQ CLR1384	1,349.36	12,374.64
CAD	2012-06-12	2012-06-11	BQW	000000000000001390 I/W CHQ CLR1390	1,366.52	11,008.12
CAD	2012-06-12	2012-06-11	BQW	000000000000001382 I/W CHQ CLR1382	1,464.99	9,543.13
CAD	2012-06-12	2012-06-11	BQW	000000000000001166 I/W CHQ CLR1166	2,908.43	6,634.70
CAD	2012-06-12	2012-06-11	BQW	000000000000001367 I/W CHQ CLR1367	2,961.17	3,673.53
CAD	2012-06-12	2012-06-11	BQW	000000000000001006 I/W CHQ CLR1006	3,413.29	260.24
CAD	2012-06-12	2012-06-11	BQW	000000000000001386 I/W CHQ CLR1386	4,214.79	-3,954.55
CAD	2012-06-12	2012-06-12	CHG	Unauthorized overdraft-Inward C	5.00	-3,959.55
CAD	2012-06-12	2012-06-11	BQW	000000000000001358 I/W CHQ CLR1358	13,880.49	-17,840.04
CAD	2012-06-12	2012-06-12	CHG	Unauthorized overdraft-Inward C	5.00	-17,845.04
CAD	2012-06-12	2012-06-12	TRF	FM	13,200.00	-4,645.04



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#012-1070-3944,#012-1070-3563,#012-1070-2987,#0						
CAD	2012-06-12	2012-06-12	CHQ		4,800.00	154.96
CAD	2012-06-12	2012-06-12	CSH	Cash Deposit/Night Deposit	3,600.00	3,754.96
CAD	2012-06-12	2012-06-12	TRF	000000000000000001 Issue Cashier's Order No.142848)	3,646.00	108.96
CAD	2012-06-13	2012-06-12	BQW	00000000000001360 I/W CHQ CLR1360	116.39	-7.43
CAD	2012-06-13	2012-06-13	CHG	Unauthorized overdraft-Inward C	5.00	-12.43
CAD	2012-06-13	2012-06-12	BQW	00000000000001396 I/W CHQ CLR1396	1,261.86	-1,274.29
CAD	2012-06-13	2012-06-13	CHG	Unauthorized overdraft-Inward C	5.00	-1,279.29
CAD	2012-06-13	2012-06-12	BQW	00000000000001388 I/W CHQ CLR1388	1,851.78	-3,131.07
CAD	2012-06-13	2012-06-13	CHG	Unauthorized overdraft-Inward C	5.00	-3,136.07
CAD	2012-06-13	2012-06-12	BQW	00000000000001392 I/W CHQ CLR1392	36,018.92	-39,154.99
CAD	2012-06-13	2012-06-13	CHG	Unauthorized overdraft-Inward C	5.00	-39,159.99
CAD	2012-06-13	2012-06-12	BQR	00000000000001392 I/W CHQ RTN1392	36,018.92	-3,141.07
CAD	2012-06-13	2012-06-12	CHG		5.00	-3,136.07
CAD	2012-06-13	2012-06-13	CHG	Inward Clearing Chq. Rtn	40.00	-3,176.07
CAD	2012-06-13	2012-06-13	CSH	Cash Deposit/Night Deposit	3,200.00	23.93
CAD	2012-06-13	2012-06-13	CHG	Cash Deposit Charge	2.48	21.45
CAD	2012-06-13	2012-06-14	CHQ		54,000.00	54,021.45



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CAD	2012-06-14	2012-06-13	BQW 0000000000001385 I/W CHQ CLR1385	82.19	53,939.26
CAD	2012-06-14	2012-06-13	BQW 0000000000001352 I/W CHQ CLR1352	2,790.26	51,149.00
CAD	2012-06-14	2012-06-13	BQW 0000000000001364 I/W CHQ CLR1364	5,135.38	46,013.62
CAD	2012-06-14	2012-06-13	BQW 0000000000001365 I/W CHQ CLR1365	7,980.13	38,033.49
CAD	2012-06-15	2012-06-14	BQW 0000000000001389 I/W CHQ CLR1389	187.60	37,845.89
CAD	2012-06-15	2012-06-14	BQW 0000000000001383 I/W CHQ CLR1383	1,220.11	36,625.78
CAD	2012-06-15	2012-06-14	BQW 0000000000001368 I/W CHQ CLR1368	1,649.40	34,976.38
CAD	2012-06-15	2012-06-14	BQW 0000000000001357 I/W CHQ CLR1357	4,582.50	30,393.88
CAD	2012-06-15	2012-06-15	CHQ	200,000.00	230,393.88
CAD	2012-06-15	2012-06-15	TRF 0000000000000001 TO 012-1070-3902,012-1070-39 10,012-1070-3944 <i>ELT</i>	28,000.00	202,393.88
CAD	2012-06-15	2012-06-15	TRF 0000000000000001 TO 012-1070-2987,012-1070-35 63,012-1070-3555,012-1	46,000.00	156,393.88
CAD	2012-06-15	2012-06-15	CSH 0000000000000999	30,000.00	126,393.88
CAD	2012-06-15	2012-06-15	TRF 0000000000142809 Issue Cashier's Order No.142809(Cheque No.142809)	9,831.00	116,562.88
CAD	2012-06-15	2012-06-15	TRF 0000000000000001 Issue Cashier's Order No.142810)	36,018.92	80,543.96
CAD	2012-06-16	2012-06-16	REM Cashier's Order Payment (No.142810)	36,018.92	116,562.88



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INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-06-16	2012-06-16	TRF 0000000000000001 CANCELLATION BANK DRAFT # 142810	10.00	116,552.88
CAD	2012-06-18	2012-06-15	BQW 0000000000001391 I/W CHQ CLR1391	544.44	116,008.44
CAD	2012-06-18	2012-06-15	BQW 000000000000667 I/W CHQ CLR667	2,486.00	113,522.44
CAD	2012-06-18	2012-06-15	BQW 0000000000001415 I/W CHQ CLR1415	6,263.43	107,259.01
CAD	2012-06-18	2012-06-15	BQW 0000000000001359 I/W CHQ CLR1359	8,362.00	98,897.01
CAD	2012-06-18	2012-06-14	CQR Returned Cheque	54,000.00	44,897.01
CAD	2012-06-18	2012-06-18	CHG Outward Clearing Chq Rtn-Company	7.00	44,890.01
CAD	2012-06-19	2012-06-18	BQW 0000000000001409 I/W CHQ CLR1409	2,670.54	42,219.47
CAD	2012-06-19	2012-06-18	BQW 0000000000001411 I/W CHQ CLR1411	5,333.91	36,885.56
CAD	2012-06-19	2012-06-18	BQW 000000000000784 I/W CHQ CLR784	9,600.00	27,285.56
CAD	2012-06-19	2012-06-18	BQW 0000000000001412 I/W CHQ CLR1412	10,985.65	16,299.91
CAD	2012-06-19	2012-06-18	BQW 0000000000001387 I/W CHQ CLR1387	15,300.65	999.26
CAD	2012-06-19	2012-06-18	BQW 0000000000001417 I/W CHQ CLR1417	29,653.06	-28,653.80
CAD	2012-06-19	2012-06-19	CHG Unauthorized overdraft-Inward C	5.00	-28,658.80
CAD	2012-06-19	2012-06-18	BQW 000000000000999 I/W CHQ CLR999	70,000.00	-98,658.80
CAD	2012-06-19	2012-06-19	CHG Unauthorized overdraft-Inward C	5.00	-98,663.80
CAD	2012-06-19	2012-06-19	TRF FR 012-1070-2987	8,900.00	-89,763.80
CAD	2012-06-19	2012-06-19	TRF FR 012-1070-3902 TO 012-1070-3936	15,200.00	-74,563.80



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INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-06-19	2012-06-19	TRF	FR 012-1070-3910	11,900.00	-62,663.80
				TO 012-1070-3936		
CAD	2012-06-19	2012-06-19	TRF	FM #012-1070-3555	6,300.00	-56,363.80
				TO #012-1070-3936		
CAD	2012-06-19	2012-06-19	CHQ		4,300.00	-52,063.80
CAD	2012-06-19	2012-06-19	TRF	FR 012-2013-5492	70,000.00	17,936.20
				TO 012-1070-3936		
CAD	2012-06-19	2012-06-19	CSH	0000000000000999	7,000.00	10,936.20
CAD	2012-06-20	2012-06-19	BQW	0000000000001418	800.00	10,136.20
				I/W CHQ CLR1418		
CAD	2012-06-20	2012-06-19	BQW	0000000000001401	1,092.33	9,043.87
				I/W CHQ CLR1401		
CAD	2012-06-20	2012-06-19	BQW	0000000000001406	5,476.55	3,567.32
				I/W CHQ CLR1406		
CAD	2012-06-21	2012-06-20	BQW	0000000000001413	26,959.85	-23,392.53
				I/W CHQ CLR1413		
CAD	2012-06-21	2012-06-21	CHG	Unauthorized	5.00	-23,397.53
				overdraft-Inward C		
CAD	2012-06-21	2012-06-21	CHQ		100,000.00	76,602.47
CAD	2012-06-21	2012-06-21	TRF	0000000000000001	36,018.92	40,583.55
				Issue Cashier's Order No.142715)		
CAD	2012-06-21	2012-06-21	TRF	0000000000000001	5,254.55	35,329.00
				Issue Cashier's Order No.142853)		
CAD	2012-06-21	2012-06-21	TRF	0000000000000001	17,000.00	18,329.00
				TO #012-1070-2987,012-1070-3 555,012-1070-3910,012-		
					<i>HWJF</i>	<i>7000</i>
					<i>YN</i>	<i>1000</i>
					<i>SC</i>	<i>7000</i>
					<i>SH</i>	<i>2000</i>
CAD	2012-06-21	2012-06-21	TRF	0000000000001461	5,000.00	13,329.00
				Issue Cashier's Order No.142854(Cheque No.1461)		
CAD	2012-06-21	2012-06-21	CSH	0000000000000999	13,000.00	329.00
				Cash Withdrawal		



CAD	2012-06-21	2012-06-22	CHQ		500,000.00	500,329.00
CAD	2012-06-22	2012-06-21	BQW 00000000000001402 I/W CHQ CLR1402	373.06		499,955.94
CAD	2012-06-22	2012-06-21	BQW 00000000000001399 I/W CHQ CLR1399	608.94		499,347.00
CAD	2012-06-22	2012-06-21	BQW 00000000000001379 I/W CHQ CLR1379	1,018.95		498,328.05
CAD	2012-06-22	2012-06-21	BQW 00000000000001398 I/W CHQ CLR1398	1,953.11		496,374.94
CAD	2012-06-22	2012-06-22	TRF 00000000000000001 TO 012-2013-5492,012-1070-39 10	470,000.00		26,374.94
CAD	2012-06-25	2012-06-22	BQW 00000000000001420 I/W CHQ CLR1420	3.84		26,371.10
CAD	2012-06-25	2012-06-22	BQW 00000000000001373 I/W CHQ CLR1373	293.35		26,077.75
CAD	2012-06-25	2012-06-22	BQW 00000000000001380 I/W CHQ CLR1380	578.96		25,498.79
CAD	2012-06-25	2012-06-22	BQW 00000000000001375 I/W CHQ CLR1375	1,058.45		24,440.34
CAD	2012-06-25	2012-06-22	BQW 00000000000001405 I/W CHQ CLR1405	1,581.59		22,858.75
CAD	2012-06-25	2012-06-22	BQW 00000000000001462 I/W CHQ CLR1462	2,160.00		20,698.75
CAD	2012-06-25	2012-06-22	BQW 00000000000001369 I/W CHQ CLR1369	7,582.79		13,115.96
CAD	2012-06-25	2012-06-22	BQW 00000000000001414 I/W CHQ CLR1414	8,362.00		4,753.96
CAD	2012-06-25	2012-06-22	BQW 00000000000001416 I/W CHQ CLR1416	10,107.32		-5,353.36
CAD	2012-06-25	2012-06-25	CHG Unauthorized overdraft-Inward C	5.00		-5,358.36
CAD	2012-06-25	2012-06-25	CHQ		12,000.00	6,641.64
CAD	2012-06-25	2012-06-25	CHQ		11,968.92	18,610.56



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CAD	2012-06-26	2012-06-25	BQW 0000000000001175 I/W CHQ CLR1175	45.20	18,565.36
CAD	2012-06-26	2012-06-25	BQW 0000000000001356 I/W CHQ CLR1356	101.70	18,463.66
CAD	2012-06-26	2012-06-25	BQW 0000000000001448 I/W CHQ CLR1448	185.93	18,277.73
CAD	2012-06-26	2012-06-26	DEFT INTACT INS/AXA	960.01	17,317.72
CAD	2012-06-26	2012-06-25	BQW 0000000000001445 I/W CHQ CLR1445	998.10	16,319.62
CAD	2012-06-26	2012-06-25	BQW 0000000000001450 I/W CHQ CLR1450	1,349.36	14,970.26
CAD	2012-06-26	2012-06-25	BQW 0000000000001446 I/W CHQ CLR1446	1,464.99	13,505.27
CAD	2012-06-26	2012-06-25	BQW 0000000000001376 I/W CHQ CLR1376	2,080.12	11,425.15
CAD	2012-06-26	2012-06-25	BQW 0000000000001430 I/W CHQ CLR1430	2,915.27	8,509.88
CAD	2012-06-26	2012-06-25	BQW 0000000000001419 I/W CHQ CLR1419	2,997.05	5,512.83
CAD	2012-06-26	2012-06-25	BQW 0000000000001481 I/W CHQ CLR1481	5,390.61	122.22
CAD	2012-06-26	2012-06-25	BQW 0000000000001480 I/W CHQ CLR1480	5,390.61	-5,268.39
CAD	2012-06-26	2012-06-26	CHG Unauthorized overdraft-Inward C	5.00	-5,273.39
CAD	2012-06-26	2012-06-25	BQW 0000000000001397 I/W CHQ CLR1397	5,581.91	-10,855.30
CAD	2012-06-26	2012-06-26	CHG Unauthorized overdraft-Inward C	5.00	-10,860.30
CAD	2012-06-26	2012-06-25	BQW 0000000000001468 I/W CHQ CLR1468	7,238.79	-18,099.09
CAD	2012-06-26	2012-06-26	CHG Unauthorized overdraft-Inward C	5.00	-18,104.09
CAD	2012-06-26	2012-06-25	BQW 0000000000001410 I/W CHQ CLR1410	16,224.74	-34,328.83



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CAD	2012-06-26	2012-06-26	CHG	Unauthorized overdraft-Inward C	5.00	-34,333.83
CAD	2012-06-26	2012-06-26	TRF	FM #012-1070-3910	60,000.00	25,666.17
CAD	2012-06-27	2012-06-26	BQW	0000000000001442 I/W CHQ CLR1442	16.41	25,649.76
CAD	2012-06-27	2012-06-26	BQW	0000000000001434 I/W CHQ CLR1434	37.27	25,612.49
CAD	2012-06-27	2012-06-26	BQW	0000000000001433 I/W CHQ CLR1433	447.25	25,165.24
CAD	2012-06-27	2012-06-26	BQW	0000000000001439 I/W CHQ CLR1439	632.68	24,532.56
CAD	2012-06-27	2012-06-26	BQW	0000000000001378 I/W CHQ CLR1378	988.36	23,544.20
CAD	2012-06-27	2012-06-26	BQW	0000000000001455 I/W CHQ CLR1455	1,043.28	22,500.92
CAD	2012-06-27	2012-06-26	BQW	0000000000001443 I/W CHQ CLR1443	2,010.96	20,489.96
CAD	2012-06-27	2012-06-26	BQW	0000000000001463 I/W CHQ CLR1463	3,214.90	17,275.06
CAD	2012-06-27	2012-06-26	BQW	0000000000001479 I/W CHQ CLR1479	3,525.60	13,749.46
CAD	2012-06-27	2012-06-26	BQW	0000000000001467 I/W CHQ CLR1467	7,996.83	5,752.63
CAD	2012-06-28	2012-06-27	BQW	0000000000001374 I/W CHQ CLR1374	107.29	5,645.34
CAD	2012-06-28	2012-06-27	BQW	0000000000001444 I/W CHQ CLR1444	433.34	5,212.00
CAD	2012-06-28	2012-06-27	BQW	0000000000001457 I/W CHQ CLR1457	435.05	4,776.95
CAD	2012-06-28	2012-06-27	BQW	0000000000001472 I/W CHQ CLR1472	597.85	4,179.10
CAD	2012-06-28	2012-06-27	BQW	0000000000001459 I/W CHQ CLR1459	709.14	3,469.96
CAD	2012-06-28	2012-06-27	BQW	0000000000001447 I/W CHQ CLR1447	823.23	2,646.73



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CAD	2012-06-28	2012-06-27	BQW 0000000000001441 I/W CHQ CLR1441	1,000.00	1,646.73
CAD	2012-06-28	2012-06-27	BQW 0000000000001469 I/W CHQ CLR1469	1,000.00	646.73
CAD	2012-06-28	2012-06-27	BQW 0000000000001436 I/W CHQ CLR1436	1,846.36	-1,199.63
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-1,204.63
CAD	2012-06-28	2012-06-27	BQW 0000000000001440 I/W CHQ CLR1440	2,000.00	-3,204.63
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-3,209.63
CAD	2012-06-28	2012-06-27	BQW 0000000000001195 I/W CHQ CLR1195	2,678.10	-5,887.73
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-5,892.73
CAD	2012-06-28	2012-06-27	BQW 0000000000001458 I/W CHQ CLR1458	2,687.76	-8,580.49
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-8,585.49
CAD	2012-06-28	2012-06-27	BQW 0000000000001275 I/W CHQ CLR1275	2,909.34	-11,494.83
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-11,499.83
CAD	2012-06-28	2012-06-27	BQW 0000000000001451 I/W CHQ CLR1451	3,719.70	-15,219.53
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-15,224.53
CAD	2012-06-28	2012-06-27	BQW 0000000000001466 I/W CHQ CLR1466	6,683.37	-21,907.90
CAD	2012-06-28	2012-06-28	CHG Unauthorized overdraft-Inward C	5.00	-21,912.90
CAD	2012-06-28	2012-06-27	BQW 0000000000001509 I/W CHQ CLR1509	9,021.78	-30,934.68
CAD	2012-06-28	2012-06-28	CHG Unauthorized	5.00	-30,939.68



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overdraft-Inward C							
CAD	2012-06-28	2012-06-28	TRF	FM 012-1070-3910		50,000.00	19,060.32
CAD	2012-06-28	2012-06-28	TRF	0000000000001502		3,837.62	15,222.70
				Issue Cashier's Order No.142873(Cheque No.1502)			
CAD	2012-06-29	2012-06-28	BQW	0000000000001470		99.90	15,122.80
				I/W CHQ CLR1470			
CAD	2012-06-29	2012-06-28	BQW	0000000000001474		491.55	14,631.25
				I/W CHQ CLR1474			
CAD	2012-06-29	2012-06-28	BQW	0000000000001403		524.32	14,106.93
				I/W CHQ CLR1403			
CAD	2012-06-29	2012-06-28	BQW	0000000000001432		1,035.38	13,071.55
				I/W CHQ CLR1432			
CAD	2012-06-29	2012-06-28	BQW	0000000000001449		1,220.11	11,851.44
				I/W CHQ CLR1449			
CAD	2012-06-29	2012-06-28	BQW	0000000000001431		2,508.60	9,342.84
				I/W CHQ CLR1431			
CAD	2012-06-29	2012-06-28	BQW	0000000000001473		5,667.41	3,675.43
				I/W CHQ CLR1473			
CAD	2012-06-29	2012-06-29	CHQ			17,600.00	21,275.43
CAD	2012-06-30			Closing Balance			21,275.43
				Total Withdrawal 209		1,432,352.92	
				item(s)			
				Total Deposit 31 item(s)		1,452,515.29	

Account Service Charge Package Plan Details

Account No: 000123071070000393600000

CCY: CAD

Plan Name: Enhanced CAD Current A/C

Plan Item	CCY	Price	Volumn	Due Charges	Waived Volumn	Waived Fee	Paid Fee
CR transaction fee	CAD	0.80	25	20.00	25	20.00	0.00
Cash Deposit Charge	CAD	0.18%	26,378.6	47.47	25,000.00	44.99	2.48
			5				
Cheque Deposit Charge-Corp	CAD	0.15	17	2.55	17	2.55	0.00



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

DDHC - own customer	CAD	6.50	3	19.50	3	19.50	0.00
DR transaction fee	CAD	0.80	141	112.80	141	112.80	0.00
Total	CAD			202.32		199.84	2.48
Savings for this statement period						199.84	

Statement Message

We offer a new Premium Chequing Account with annual interest rate of 0.80 percent. We also offer a competitive 1 year annual interest rate of 1.75 percent for term deposit, RRSP and TFSA deposit. Interest rates for other deposit terms are respectively raised. Please visit our branch or www.icbc.ca for details.

Effective April 1, 2012, the bank will charge a handling fee of minimum CNY25.00 or 0.25 percent on each transaction amount for CNY cash deposit and CNY cash withdrawal for personal and business account. In addition, the bank draft handling fee will be increased to \$6.50.

APPENDIX “T”

APPENDIX 11-1



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

Richmond Hill branch
 Suite 102 350 Highway 7 East Richmond Hill Ontario
 L4B3N2
 TEL (905) 882-8182 FAX 905-882-5220

ELLEN'S FOOD GROUP INC.
 25 CENTURIAN DRIVE, SUITE #203
 MARKHAM ONTARIO
 CANADA L3R 5N8

Statement Period 2012-07-01 to 2012-07-31

Portfolio Summary (In CAD Equivalent)	
Deposits	45,258.82
Loans	0.00
Net Balance	45,258.82
Prime Rate	3.00%

Account Summary

Account Type	Account No./Sub-account No.	CCY	Overdraft Limit	Available Overdraft Limit	Account Balance	A/C Code
Current A/C	0001230710700003936	CAD			45,258.82	Single A/C

Transaction Record

Currency	Transaction Date	Value Date	Description	Withdrawal	Deposit	Account Balance
Account No. 0001230710700003936						
CAD	2012-06-29		Opening Balance			21,275.43
CAD	2012-07-01	2012-07-01	INT Interest Withdrawal	325.38 ✓		20,950.05
CAD	2012-07-01	2012-07-01	CHG Service Plan ChargesEnhanced CAD Current A/C	80.00 ✓		20,870.05
CAD	2012-07-03	2012-07-01	DEFT MCAP	128.91 ✓		20,741.14



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-03	2012-07-01	DEFT MCAP	153.68 ✓	20,587.46
CAD	2012-07-03	2012-06-29	BQW 0000000000001529 I/W CHQ CLR1529	1,356.00 ✓	19,231.46
CAD	2012-07-03	2012-06-29	BQW 0000000000001533 I/W CHQ CLR1533	2,096.95 ✓	17,134.51
CAD	2012-07-03	2012-06-29	BQW 0000000000001460 I/W CHQ CLR1460	2,250.00 ✓	14,884.51
CAD	2012-07-03	2012-06-29	BQW 0000000000001408 I/W CHQ CLR1408	2,250.00 ✓	12,634.51
CAD	2012-07-03	2012-06-29	BQW 0000000000001514 I/W CHQ CLR1514	3,498.90 ✓	9,135.61
CAD	2012-07-03	2012-06-29	BQW 0000000000001511 I/W CHQ CLR1511	3,880.10 ✓	5,255.51
CAD	2012-07-03	2012-07-04	CHQ	278,020.00	283,275.51
CAD	2012-07-03	2012-07-04	CHQ	6,826.92	290,102.43
CAD	2012-07-04	2012-07-03	BQW 0000000000001515 I/W CHQ CLR1515	511.33 ✓	289,591.10
CAD	2012-07-04	2012-07-03	BQW 0000000000001456 I/W CHQ CLR1456	551.50 ✓	289,039.60
CAD	2012-07-04	2012-07-03	BQW 0000000000000522 I/W CHQ CLR522	1,261.86 ✓	287,777.74
CAD	2012-07-04	2012-07-03	BQW 0000000000001525 I/W CHQ CLR1525	2,825.00 ✓	284,952.74
CAD	2012-07-04	2012-07-03	BQW 0000000000001506 I/W CHQ CLR1506	3,380.40 ✓	281,572.34
CAD	2012-07-04	2012-07-03	BQW 0000000000001519 I/W CHQ CLR1519	5,876.00 ✓	275,696.34
CAD	2012-07-04	2012-07-03	BQW 0000000000001522 I/W CHQ CLR1522	7,152.85 ✓	268,543.49
CAD	2012-07-04	2012-07-03	BQW 1528	8,753.41 ✓	259,790.08
CAD	2012-07-04	2012-07-03	BQW 0000000000001510 I/W CHQ CLR1510	9,802.65 ✓	249,987.43
CAD	2012-07-04	2012-07-03	BQW 0000000000001464 I/W CHQ CLR1464	11,625.10 ✓	238,362.33



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-04	2012-07-03	BQW 0000000000000342 I/W CHQ CLR342	11,691.07 ✓	226,671.26
CAD	2012-07-04	2012-07-03	BQW 0000000000001544 I/W CHQ CLR1544	30,323.01 ✓	196,348.25
CAD	2012-07-04	2012-07-03	BQW 0000000000000686 I/W CHQ CLR686	36,018.92 ✓	160,329.33
CAD	2012-07-04	2012-07-03	BQW 0000000000001541 I/W CHQ CLR1541	150,000.00 ✓	10,329.33
CAD	2012-07-05	2012-07-04	BQW 0000000000001437 I/W CHQ CLR1437	1,450.00 ✓	8,879.33
CAD	2012-07-05	2012-07-04	BQW 0000000000001521 I/W CHQ CLR1521	7,148.82 ✓	1,730.51
CAD	2012-07-06	2012-07-05	BQW 0000000000001497 I/W CHQ CLR1497	34.83 ✓	1,695.68
CAD	2012-07-06	2012-07-05	BQW 0000000000001475 I/W CHQ CLR1475	197.30 ✓	1,498.38
CAD	2012-07-06	2012-07-05	BQW 0000000000001507 I/W CHQ CLR1507	201.51 ✓	1,296.87
CAD	2012-07-06	2012-07-05	BQW 0000000000001498 I/W CHQ CLR1498	420.81 ✓	876.06
CAD	2012-07-06	2012-07-05	BQW 0000000000001518 I/W CHQ CLR1518	1,207.50 ✓	-331.44
CAD	2012-07-06	2012-07-06	CHG Unauthorized overdraft-Inward C	5.00	-336.44
CAD	2012-07-06	2012-07-05	BQW 0000000000001542 I/W CHQ CLR1542	1,577.21 ✓	-1,913.65
CAD	2012-07-06	2012-07-06	CHG Unauthorized overdraft-Inward C	5.00	-1,918.65
CAD	2012-07-06	2012-07-05	BQW 0000000000001543 I/W CHQ CLR1543	3,541.00 ✓	-5,459.65
CAD	2012-07-06	2012-07-06	CHG Unauthorized overdraft-Inward C	5.00	-5,464.65
CAD	2012-07-06	2012-07-05	BQW 0000000000001520 I/W CHQ CLR1520	17,331.31 ✓	-22,795.96
CAD	2012-07-06	2012-07-06	CHG Unauthorized	5.00	-22,800.96



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

overdraft-Inward C						
CAD	2012-07-06	2012-07-06	TRF	FR 012-1070-3555	10,000.00	-12,800.96
CAD	2012-07-06	2012-07-06	TRF	FM 012-1070-3910 TO 012-1070-3936	30,000.00	17,199.04
CAD	2012-07-09	2012-07-06	BQW	0000000000001517 I/W CHQ CLR1517	237.32 ✓	16,961.72
CAD	2012-07-09	2012-07-06	BQW	0000000000001530 I/W CHQ CLR1530	247.92 ✓	16,713.80
CAD	2012-07-09	2012-07-06	BQW	0000000000001523 I/W CHQ CLR1523	308.22 ✓	16,405.58
CAD	2012-07-09	2012-07-06	BQW	0000000000001513 I/W CHQ CLR1513	1,837.50 ✓	14,568.08
CAD	2012-07-09	2012-07-06	BQW	0000000000001550 I/W CHQ CLR1550	3,241.00 ✓	11,327.08
CAD	2012-07-09	2012-07-06	BQW	0000000000001500 I/W CHQ CLR1500	5,590.63 ✓	5,736.45
CAD	2012-07-09	2012-07-06	BQW	0000000000001503 I/W CHQ CLR1503	7,572.47 ✓	-1,836.02
CAD	2012-07-09	2012-07-09	CHG	Unauthorized	5.00	-1,841.02
overdraft-Inward C						
CAD	2012-07-09	2012-07-09	TRF	FM 012-1070-2987	2,000.00	158.98
CAD	2012-07-09	2012-07-09	TRF	FM 012-1070-3910 TO 012-1070-3936	9,000.00	9,158.98
CAD	2012-07-09	2012-07-09	TRF	0000000000001494 Issue Cashier's Order No.142888(Cheque No.1494)	3,434.35 ✓	5,724.63
CAD	2012-07-09	2012-07-09	TRF	0000000000001495 Issue Cashier's Order No.142889(Cheque No.1495)	4,584.21 ✓	1,140.42
CAD	2012-07-10	2012-07-09	BQW	0000000000001516 I/W CHQ CLR1516	86.25 ✓	1,054.17
CAD	2012-07-10	2012-07-09	BQW	0000000000001501 I/W CHQ CLR1501	130.50 ✓	923.67



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-10	2012-07-09	BQW 0000000000001531 I/W CHQ CLR1531	133.19 ✓	790.48
CAD	2012-07-10	2012-07-09	BQW 0000000000001429 I/W CHQ CLR1429	277.21 ✓	513.27
CAD	2012-07-10	2012-07-09	BQW 0000000000001555 I/W CHQ CLR1555	998.10 ✓	-484.83
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-489.83
CAD	2012-07-10	2012-07-09	BQW 0000000000001556 I/W CHQ CLR1556	1,464.99 ✓	-1,954.82
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-1,959.82
CAD	2012-07-10	2012-07-09	BQW 0000000000001428 I/W CHQ CLR1428	1,695.00 ✓	-3,654.82
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-3,659.82
CAD	2012-07-10	2012-07-09	BQW 0000000000001561 I/W CHQ CLR1561	2,329.85 ✓	-5,989.67
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-5,994.67
CAD	2012-07-10	2012-07-09	BQW 0000000000001493 I/W CHQ CLR1493	2,820.80 ✓	-8,815.47
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-8,820.47
CAD	2012-07-10	2012-07-09	BQW 0000000000001492 I/W CHQ CLR1492	2,931.65 ✓	-11,752.12
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-11,757.12
CAD	2012-07-10	2012-07-09	BQW 0000000000001562 I/W CHQ CLR1562	X 8,006.50	-19,763.62
CAD	2012-07-10	2012-07-10	CHG Unauthorized overdraft-Inward C	5.00	-19,768.62
CAD	2012-07-10	2012-07-09	BQW 0000000000001554 I/W CHQ CLR1554	X 11,695.00	-31,463.62
CAD	2012-07-10	2012-07-10	CHG Unauthorized	5.00	-31,468.62



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INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

overdraft-Inward C							
CAD	2012-07-10	2012-07-09	BQW 0000000000001505	X 15,495.57			-46,964.19
I/W CHQ CLR1505							
CAD	2012-07-10	2012-07-10	CHG Unauthorized	5.00			-46,969.19
overdraft-Inward C							
CAD	2012-07-10	2012-07-09	BQW 0000000000001553	X 41,480.00			-88,449.19
I/W CHQ CLR1553							
CAD	2012-07-10	2012-07-10	CHG Unauthorized	5.00			-88,454.19
overdraft-Inward C							
CAD	2012-07-10	2012-07-09	BQR 0000000000001553		X 41,480.00		-46,974.19
I/W CHQ RTN1553							
CAD	2012-07-10	2012-07-09	CHG		5.00		-46,969.19
CAD	2012-07-10	2012-07-10	CHG Inward Clearing	40.00			-47,009.19
Chq. Rtn							
CAD	2012-07-10	2012-07-09	BQR 0000000000001554		X 11,695.00		-35,314.19
I/W CHQ RTN1554							
CAD	2012-07-10	2012-07-09	CHG		5.00		-35,309.19
CAD	2012-07-10	2012-07-10	CHG Inward Clearing	40.00			-35,349.19
Chq. Rtn							
CAD	2012-07-10	2012-07-09	BQR 0000000000001562		X 8,006.50		-27,342.69
I/W CHQ RTN1562							
CAD	2012-07-10	2012-07-09	CHG		5.00		-27,337.69
CAD	2012-07-10	2012-07-10	CHG Inward Clearing	40.00			-27,377.69
Chq. Rtn							
CAD	2012-07-10	2012-07-10	TRF FM		25,200.00		-2,177.69
012-1070-3886,2987,3910,3 902,3555							
CAD	2012-07-10	2012-07-09	BQR 0000000000001505		f 15,495.57		13,317.88
I/W CHQ RTN1505							
CAD	2012-07-10	2012-07-09	CHG		5.00		13,322.88
CAD	2012-07-10	2012-07-10	CHG Inward Clearing	40.00			13,282.88
Chq. Rtn							
CAD	2012-07-11	2012-07-10	BQW 0000000000001564	+ 67.74			13,215.14
I/W CHQ CLR1564							



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-11	2012-07-10	BQW 0000000000001557 I/W CHQ CLR1557	X	929.30	12,285.84
CAD	2012-07-11	2012-07-10	BQW 0000000000001499 I/W CHQ CLR1499	X	1,045.25	11,240.59
CAD	2012-07-11	2012-07-10	BQW 0000000000001504 I/W CHQ CLR1504	X	1,630.03	9,610.56
CAD	2012-07-11	2012-07-10	BQW 0000000000001537 I/W CHQ CLR1537	X	1,909.17	7,701.39
CAD	2012-07-11	2012-07-10	BQW 0000000000001563 I/W CHQ CLR1563	X	8,320.76	-619.37
CAD	2012-07-11	2012-07-11	CHG Unauthorized overdraft-Inward C		5.00	-624.37
CAD	2012-07-11	2012-07-10	BQR 0000000000001557 I/W CHQ RTN1557	X	929.30	304.93
CAD	2012-07-11	2012-07-10	BQR 0000000000001563 I/W CHQ RTN1563	X	8,320.76	8,625.69
CAD	2012-07-11	2012-07-10	CHG		5.00	8,630.69
CAD	2012-07-11	2012-07-10	BQR 0000000000001564 I/W CHQ RTN1564	X	67.74	8,698.43
CAD	2012-07-11	2012-07-10	BQR 0000000000001537 I/W CHQ RTN1537	X	1,909.17	10,607.60
CAD	2012-07-11	2012-07-10	BQR 0000000000001504 I/W CHQ RTN1504	X	1,630.03	12,237.63
CAD	2012-07-12	2012-07-10	BQR 0000000000001499 I/W CHQ RTN1499	X	1,045.25	13,282.88
CAD	2012-07-16	2012-07-16	TRF FM 012-1070-2987 TO 012-1070-3936		3,000.00	16,282.88
CAD	2012-07-16	2012-07-16	TRF FM 012-1070-3944,012-1070-39 10		20,000.00	36,282.88
CAD	2012-07-16	2012-07-16	TRF 0000000000000001 Issue Cashier's Order		34,652.59	1,630.29
CAD	2012-07-17	2012-07-16	BQW 0000000000001512 I/W CHQ CLR1512		203.40	1,426.89
CAD	2012-07-17	2012-07-16	BQW 0000000000001551		371.95	1,054.94



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INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

				I/W CHQ CLR1551		
CAD	2012-07-17	2012-07-16	BQW	00000000000000668	2,486.00	-1,431.06
				I/W CHQ CLR668		
CAD	2012-07-17	2012-07-17	CHG	Unauthorized	5.00	-1,436.06
				overdraft-Inward C		
CAD	2012-07-17	2012-07-16	BQW	00000000000001574	4,131.25	-5,567.31
				I/W CHQ CLR1574		
CAD	2012-07-17	2012-07-17	CHG	Unauthorized	5.00	-5,572.31
				overdraft-Inward C		
CAD	2012-07-17	2012-07-16	BQW	00000000000001526	4,488.06	-10,060.37
				I/W CHQ CLR1526		
CAD	2012-07-17	2012-07-17	CHG	Unauthorized	5.00	-10,065.37
				overdraft-Inward C		
CAD	2012-07-17	2012-07-16	BQW	00000000000001575	5,876.00	-15,941.37
				I/W CHQ CLR1575		
CAD	2012-07-17	2012-07-17	CHG	Unauthorized	5.00	-15,946.37
				overdraft-Inward C		
CAD	2012-07-17	2012-07-16	BQW	00000000000001560	11,696.53	-27,642.90
				I/W CHQ CLR1560		
CAD	2012-07-17	2012-07-17	CHG	Unauthorized	5.00	-27,647.90
				overdraft-Inward C		
CAD	2012-07-17	2012-07-17	CHQ		10,000.00	-17,647.90
CAD	2012-07-17	2012-07-17	TRF	FM 012-1070-2987, 3910	20,000.00	2,352.10
CAD	2012-07-18	2012-07-17	BQW	00000000000001572	929.30	1,422.80
				I/W CHQ CLR1572		
CAD	2012-07-18	2012-07-17	BQW	00000000000001527	1,804.40	-381.60
				I/W CHQ CLR1527		
CAD	2012-07-18	2012-07-18	CHG	Unauthorized	5.00	-386.60
				overdraft-Inward C		
CAD	2012-07-18	2012-07-17	BQW	00000000000001568	34,652.59	-35,039.19
				I/W CHQ CLR1568		
CAD	2012-07-18	2012-07-18	CHG	Unauthorized	5.00	-35,044.19
				overdraft-Inward C		
CAD	2012-07-18	2012-07-18	TRF	FM 012-1070-3555	1,000.00	-34,044.19



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CAD	2012-07-18	2012-07-17	BQR 0000000000001568 I/W CHQ RTN1568	X 34,652.59	608.40
CAD	2012-07-18	2012-07-17	CHG	5.00	613.40
CAD	2012-07-18	2012-07-18	CHG Inward Clearing Chq. Rtn	40.00	573.40
CAD	2012-07-19	2012-07-18	BQW 0000000000001404 I/W CHQ CLR1404	245.78	327.62
CAD	2012-07-19	2012-07-18	BQW 0000000000001532 I/W CHQ CLR1532	497.20	-169.58
CAD	2012-07-19	2012-07-19	CHG Unauthorized overdraft-Inward C	5.00	-174.58
CAD	2012-07-19	2012-07-18	BQW 0000000000001581 I/W CHQ CLR1581	8,051.50	-8,226.08
CAD	2012-07-19	2012-07-19	CHG Unauthorized overdraft-Inward C	5.00	-8,231.08
CAD	2012-07-19	2012-07-18	BQW 0000000000001570 I/W CHQ CLR1570	8,320.76	-16,551.84
CAD	2012-07-19	2012-07-19	CHG Unauthorized overdraft-Inward C	5.00	-16,556.84
CAD	2012-07-19	2012-07-18	BQW 0000000000000785 I/W CHQ CLR785	9,600.00	-26,156.84
CAD	2012-07-19	2012-07-19	CHG Unauthorized overdraft-Inward C	5.00	-26,161.84
CAD	2012-07-19	2012-07-19	CHQ	26,100.00	-61.84
CAD	2012-07-20	2012-07-19	BQW 0000000000001477 I/W CHQ CLR1477	2,111.97	-2,173.81
CAD	2012-07-20	2012-07-20	CHG Unauthorized overdraft-Inward C	5.00	-2,178.81
CAD	2012-07-20	2012-07-19	BQW 0000000000001535 I/W CHQ CLR1535	2,250.00	-4,428.81
CAD	2012-07-20	2012-07-20	CHG Unauthorized overdraft-Inward C	5.00	-4,433.81
CAD	2012-07-20	2012-07-19	BQW 0000000000001589 I/W CHQ CLR1589	6,914.00	-11,347.81
CAD	2012-07-20	2012-07-20	CHG Unauthorized	5.00	-11,352.81



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overdraft-Inward C						
CAD	2012-07-20	2012-07-19	BQW 00000000000001587	8,049.57		-19,402.38
			I/W CHQ CLR1587			
CAD	2012-07-20	2012-07-20	CHG Unauthorized	5.00		-19,407.38
overdraft-Inward C						
CAD	2012-07-20	2012-07-19	BQW 00000000000001569	15,495.57		-34,902.95
			I/W CHQ CLR1569			
CAD	2012-07-20	2012-07-20	CHG Unauthorized	5.00		-34,907.95
overdraft-inward C						
CAD	2012-07-20	2012-07-20	CHQ		30,000.00	-4,907.95
CAD	2012-07-20	2012-07-20	TRF FM		6,000.00	1,092.05
			012-1070-3910,3555			
CAD	2012-07-20	2012-07-23	CHQ		38,065.57	39,157.62
CAD	2012-07-23	2012-07-20	BQW 00000000000001601	998.10		38,159.52
			I/W CHQ CLR1601			
CAD	2012-07-23	2012-07-20	BQW 00000000000001559	1,220.11		36,939.41
			I/W CHQ CLR1559			
CAD	2012-07-23	2012-07-20	BQW 00000000000001588	2,944.71		33,994.70
			I/W CHQ CLR1588			
CAD	2012-07-23	2012-07-20	BQW 00000000000001482	5,390.61		28,604.09
			I/W CHQ CLR1482			
CAD	2012-07-24	2012-07-23	BQW 00000000000001567	437.52		28,166.57
			I/W CHQ CLR1567			
CAD	2012-07-24	2012-07-23	BQW 00000000000001596	750.21		27,416.36
			I/W CHQ CLR1596			
CAD	2012-07-24	2012-07-23	BQW 00000000000001602	1,139.11		26,277.25
			I/W CHQ CLR1602			
CAD	2012-07-24	2012-07-23	BQW 00000000000001603	1,220.11		25,057.14
			I/W CHQ CLR1603			
CAD	2012-07-24	2012-07-23	BQW 00000000000001600	1,932.15		23,124.99
			I/W CHQ CLR1600			
CAD	2012-07-24	2012-07-23	BQW 00000000000001592	2,699.27		20,425.72
			I/W CHQ CLR1592			
CAD	2012-07-24	2012-07-23	BQW 00000000000001610	3,063.61		17,362.11
			I/W CHQ CLR1610			



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-24	2012-07-23	BQW 0000000000001604	4,734.50	12,627.61
			I/W CHQ CLR1604		
CAD	2012-07-24	2012-07-23	BQW 0000000000001586	5,723.10	6,904.51
			I/W CHQ CLR1586		
CAD	2012-07-24	2012-07-23	BQW 0000000000001584	7,517.29	-612.78
			I/W CHQ CLR1584		
CAD	2012-07-24	2012-07-24	CHG Unauthorized	5.00	-617.78
			overdraft-Inward C		
CAD	2012-07-24	2012-07-23	BQW 0000000000001577	9,894.89	-10,512.67
			I/W CHQ CLR1577		
CAD	2012-07-24	2012-07-24	CHG Unauthorized	5.00	-10,517.67
			overdraft-Inward C		
CAD	2012-07-24	2012-07-23	BQW 0000000000001573	13,922.50	-24,440.17
			I/W CHQ CLR1573		
CAD	2012-07-24	2012-07-24	CHG Unauthorized	5.00	-24,445.17
			overdraft-Inward C		
CAD	2012-07-24	2012-07-24	CHQ	13,000.00	-11,445.17
CAD	2012-07-24	2012-07-24	TRF FM 12-1070-3886	15,000.00	3,554.83
CAD	2012-07-25	2012-07-24	BQW 0000000000001558	831.83	2,723.00
			I/W CHQ CLR1558		
CAD	2012-07-25	2012-07-24	BQW 0000000000001598	1,056.00	1,667.00
			I/W CHQ CLR1598		
CAD	2012-07-25	2012-07-24	BQW 0000000000001534	3,300.00	-1,633.00
			I/W CHQ CLR1534		
CAD	2012-07-25	2012-07-25	CHG Unauthorized	5.00	-1,638.00
			overdraft-Inward C		
CAD	2012-07-25	2012-07-24	BQW 0000000000001591	4,300.79	-5,938.79
			I/W CHQ CLR1591		
CAD	2012-07-25	2012-07-25	CHG Unauthorized	5.00	-5,943.79
			overdraft-Inward C		
CAD	2012-07-25	2012-07-24	BQW 0000000000001612	7,355.65	-13,299.44
			I/W CHQ CLR1612		
CAD	2012-07-25	2012-07-25	CHG Unauthorized	5.00	-13,304.44
			overdraft-Inward C		
CAD	2012-07-25	2012-07-25	TRF FR 12-1070-3902	13,400.00	95.56



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-26	2012-07-25	BQW 0000000000001614	31.99	83.57
			I/W CHQ CLR1614		
CAD	2012-07-26	2012-07-25	BQW 0000000000001593	259.62	-196.05
			I/W CHQ CLR1593		
CAD	2012-07-26	2012-07-26	CHG Unauthorized	5.00	-201.05
			overdraft-Inward C		
CAD	2012-07-26	2012-07-25	BQW 0000000000001599	620.20	-821.25
			I/W CHQ CLR1599		
CAD	2012-07-26	2012-07-26	CHG Unauthorized	5.00	-826.25
			overdraft-Inward C		
CAD	2012-07-26	2012-07-26	DEFT INTACT INS/AXA	960.01	-1,786.26
CAD	2012-07-26	2012-07-26	CHG Unauthorized	5.00	-1,791.26
			overdraft-Inward C		
CAD	2012-07-26	2012-07-25	BQW 0000000000001609	10,025.08	-11,816.34
			I/W CHQ CLR1609		
CAD	2012-07-26	2012-07-26	CHG Unauthorized	5.00	-11,821.34
			overdraft-Inward C		
CAD	2012-07-26	2012-07-25	BQW 0000000000001590	16,630.12	-28,451.46
			I/W CHQ CLR1590		
CAD	2012-07-26	2012-07-26	CHG Unauthorized	5.00	-28,456.46
			overdraft-Inward C		
CAD	2012-07-26	2012-07-26	TRF FM 12-1070-3894	28,500.00	43.54
CAD	2012-07-27	2012-07-26	BQW 0000000000001583	1,385.97	-1,342.43
			I/W CHQ CLR1583		
CAD	2012-07-27	2012-07-27	CHG Unauthorized	5.00	-1,347.43
			overdraft-Inward C		
CAD	2012-07-27	2012-07-26	BQW 0000000000001615	6,817.60	-8,165.03
			I/W CHQ CLR1615		
CAD	2012-07-27	2012-07-27	CHG Unauthorized	5.00	-8,170.03
			overdraft-Inward C		
CAD	2012-07-27	2012-07-26	BQW 0000000000001607	12,726.90	-20,896.93
			I/W CHQ CLR1607		
CAD	2012-07-27	2012-07-27	CHG Unauthorized	5.00	-20,901.93
			overdraft-Inward C		
CAD	2012-07-27	2012-07-27	CHQ	4,800.00	-16,101.93



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-27	2012-07-27	TRF	FM 012-1070-3910, 3555	16,200.00	98.07
CAD	2012-07-30	2012-07-27	BQW	0000000000001619 I/W CHQ CLR1619	53.86	44.21
CAD	2012-07-30	2012-07-27	BQW	0000000000001625 I/W CHQ CLR1625	99.69	-55.48
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-60.48
CAD	2012-07-30	2012-07-27	BQW	0000000000001595 I/W CHQ CLR1595	107.29	-167.77
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-172.77
CAD	2012-07-30	2012-07-27	BQW	0000000000001627 I/W CHQ CLR1627	366.69	-539.46
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-544.46
CAD	2012-07-30	2012-07-27	BQW	0000000000001618 I/W CHQ CLR1618	601.89	-1,146.35
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-1,151.35
CAD	2012-07-30	2012-07-27	BQW	0000000000001624 X I/W CHQ CLR1624	931.69	-2,083.04
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-2,088.04
CAD	2012-07-30	2012-07-27	BQW	0000000000001621 I/W CHQ CLR1621	1,228.80	-3,316.84
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-3,321.84
CAD	2012-07-30	2012-07-27	BQW	0000000000001606 I/W CHQ CLR1606	2,244.90	-5,566.74
CAD	2012-07-30	2012-07-30	CHG	Unauthorized overdraft-Inward C	5.00	-5,571.74
CAD	2012-07-30	2012-07-27	BQW	0000000000001605 I/W CHQ CLR1605	4,765.64	-10,337.38
CAD	2012-07-30	2012-07-30	CHG	Unauthorized	5.00	-10,342.38



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

overdraft-Inward C						
CAD	2012-07-30	2012-07-27	BQW 0000000000001640	17,250.47		-27,592.85
I/W CHQ CLR1640						
CAD	2012-07-30	2012-07-30	CHG Unauthorized	5.00		-27,597.85
overdraft-Inward C						
CAD	2012-07-30	2012-07-27	BQW 0000000000001634	24,362.61		-51,960.46
I/W CHQ CLR1634						
CAD	2012-07-30	2012-07-30	CHG Unauthorized	5.00		-51,965.46
overdraft-Inward C						
CAD	2012-07-30	2012-07-30	CHQ		12,000.00	-39,965.46
CAD	2012-07-30	2012-07-30	TRF FM 012-1070-3902		4,000.00	-35,965.46
TO 012-1070-3936						
CAD	2012-07-30	2012-07-30	TRF FM 012-1070-3910		48,000.00	12,034.54
TO 012-1070-3936						
CAD	2012-07-30	2012-07-27	BQR 0000000000001624		X 931.69	12,966.23
I/W CHQ RTN1624						
CAD	2012-07-30	2012-07-27	CHG		5.00	12,971.23
CAD	2012-07-31	2012-07-30	BQW 0000000000001616	289.00		12,682.23
I/W CHQ CLR1616						
CAD	2012-07-31	2012-07-30	BQW 0000000000001611	371.72		12,310.51
I/W CHQ CLR1611						
CAD	2012-07-31	2012-07-30	BQW 0000000000001617	499.46		11,811.05
I/W CHQ CLR1617						
CAD	2012-07-31	2012-07-30	BQW 0000000000001638	993.12		10,817.93
I/W CHQ CLR1638						
CAD	2012-07-31	2012-07-30	BQW 0000000000001626	1,000.00		9,817.93
I/W CHQ CLR1626						
CAD	2012-07-31	2012-07-30	BQW 0000000000001613	1,088.29		8,729.64
I/W CHQ CLR1613						
CAD	2012-07-31	2012-07-30	BQW 0000000000001649	1,676.93		7,052.71
I/W CHQ CLR1649						
CAD	2012-07-31	2012-07-30	BQW 0000000000001571	1,924.17		5,128.54
I/W CHQ CLR1571						
CAD	2012-07-31	2012-07-30	BQW 0000000000001623	2,000.00		3,128.54
I/W CHQ CLR1623						



中国工商银行 (加拿大)
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

CAD	2012-07-31	2012-07-30	BQW 0000000000001648	2,172.21	956.33
			I/W CHQ CLR1648		
CAD	2012-07-31	2012-07-30	BQW 0000000000001645	2,640.51	-1,684.18
			I/W CHQ CLR1645		
CAD	2012-07-31	2012-07-31	CHG Unauthorized	5.00	-1,689.18
			overdraft-Inward C		
CAD	2012-07-31	2012-07-30	BQW 0000000000001496	3,773.01	-5,462.19
			I/W CHQ CLR1496		
CAD	2012-07-31	2012-07-31	CHG Unauthorized	5.00	-5,467.19
			overdraft-Inward C		
CAD	2012-07-31	2012-07-30	BQW 0000000000001643	3,813.20	-9,280.39
			I/W CHQ CLR1643		
CAD	2012-07-31	2012-07-31	CHG Unauthorized	5.00	-9,285.39
			overdraft-Inward C		
CAD	2012-07-31	2012-07-30	BQW 0000000000001646	4,456.79	-13,742.18
			I/W CHQ CLR1646		
CAD	2012-07-31	2012-07-31	CHG Unauthorized	5.00	-13,747.18
			overdraft-Inward C		
CAD	2012-07-31	2012-07-30	BQW 0000000000001651	5,989.00	-19,736.18
			I/W CHQ CLR1651		
CAD	2012-07-31	2012-07-31	CHG Unauthorized	5.00	-19,741.18
			overdraft-Inward C		
CAD	2012-07-31	2012-07-31	TRF FM #012-1070-3555	10,000.00	-9,741.18
			TO #012-1070-3936		
CAD	2012-07-31	2012-07-31	TRF FM 12-1070-3563 to	40,000.00	30,258.82
			12-1070-3936		
CAD	2012-07-31	2012-07-31	TRF FM #021-1070-3910	15,000.00	45,258.82
			TO #012-1070-3936		
CAD	2012-07-31		Closing Balance		45,258.82
			Total Withdrawal 206	837,327.70	
			item(s)		
			Total Deposit 47 item(s)		861,311.09

Account Service Charge Package Plan Details

Account No: 00012307107000039360000

CCY: CAD

Plan Name: Enhanced CAD Current A/C

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0012-016792000029499-016700122030100000391628-C



中国工商银行 (加拿大)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

Plan Item	CCY	Price	Volume	Due Charges	Waived Volume	Waived Fee	Paid Fee
CR transaction fee	CAD	0.80	28	22.40	28	22.40	0.00
Cheque Deposit Charge-Corp	CAD	0.15	12	1.80	12	1.80	0.00
DDHC - own customer	CAD	6.50	1	6.50	1	6.50	0.00
DR transaction fee	CAD	0.80	135	108.00	135	108.00	0.00
Total	CAD			138.70		138.70	0.00
Savings for this statement period						138.70	

Statement Message

We offer a new interest rate of Premium Chequing Account with annual interest rate of 0.8 percent with no management fee and no minimum balance requirement. We at the same time offer a competitive one year annual interest rate of 1.65 percent for term deposit, RRSP and TFSA deposit. Please visit our branch or www.icbk.ca for details.

APPENDIX “U”



APPENDIX "U"

NIROOMAND LAW

VIA FACSIMILE & EMAIL

September 11, 2013

Catherine Hristow
Deloitte
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

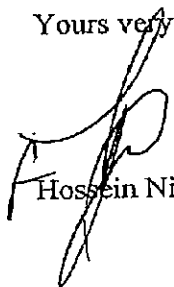
Dear Ms. Hristow,

Re: Ellen's Food Group Inc.

Further to your email correspondence on September 5, 2013 requesting a copy of the recent assessment from CRA from Ellen's Food Group Inc. We have been instructed by Ms. Ellen Pun to provide you with same. Also attached for your review is the Notice of Reassessment dated August 27, 2013.

Ms. Pun advises that there will be an appeal of the decision of the CRA. However we are not retained with respect to the appeal.

Yours very truly,



Hossein Niroomand

Canada Revenue
AgencyAgence du revenu
du Canada

JUN 17 2013

ELLEN'S FOOD GROUP INC.
102-25 CENTURIAN DRIVE
MARKHAM, ON, L3R 5N8, CA

Your file / Votre référence

Our file / Notre référence

691-1-9

Dear Ms. Pun:

**Re: Audit of Goods and Services Tax / Harmonized Sales Tax (GST/HST)
returns for the period from 2010-01-01 to 2012-11-30**

Account Number: 850680141RT0001

The audit of your GST/HST returns for the period 2010-01-01 to 2012-11-30 is complete.

As you have not responded to the proposal letter mailed to you on May 3, 2013, and the thirty (30) day proposal period has now expired, we will proceed to adjust your returns as shown below. A statement of audit adjustments is enclosed. A notice of reassessment will be sent under separate cover.

Disallow all ITC 2010	\$	132,015	
Disallow all ITC 2011	\$	181,475	
Disallow all ITC 2012 - Jan- June, Aug - Nov	\$	102,321	
Disallow ITC 2012 - July	\$	9,274	(P)
HST Collectible - sale of equipment July 2012	\$	124,020	(P)
Total Adjustments	\$	549,105	

A penalty will be imposed under section 285 of the *Excise Tax Act* and to those adjustments identified above with a (P).

This audit did not cover the full scope of your operations and it is possible that a future audit could include the same period. An assessment will not usually be made more than four years after the later of the day that the return was required to be filed and the day that the return was actually filed.

Although a further review of your records is not planned at this time, the Act requires that you retain your books and records, including those in electronic format. For additional information, please see GST/HST Memorandum 15.1,

ENUS 51 WUE

General Requirements for Books and Records, which can be found on the Canada Revenue Agency Web site at www.cra-arc.gc.ca.

If you would like to object to the reassessment, you must file a notice of objection in the prescribed form and manner, with the Minister, within 90 days of the date of the notice of reassessment. The details should outline your reasons for the objection and all relevant facts. More information regarding objections and appeals can be found at www.cra-arc.gc.ca.

Sincerely,



Christopher De Souza

Audit Division

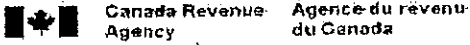
Tax Services Office: 61 - Toronto East

Telephone: 416 - 410-0293

Facsimile: 416 - 952-8425

Address: 200 Town Centre Court
Scarborough, ON M1P4Y3

Internet: www.cra-arc.gc.ca



Sudbury ON P3A 5C1

Page 1 of 6

ELLEN'S FOOD GROUP INC.
102-25 CENTURIAN DRIVE
MARKHAM ON L3R 5N8

Date	August 27, 2013
Business Number	85068 0141 RT0001
Period Covered	2013-02-01 to 2013-02-28

0002750

NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)

RESULTS

You have not responded to our requests to file goods and services tax/harmonized sales tax return(s) as required under the "Excise Tax Act." As a result, under subsection 299(1), we have estimated the tax you owe.

Result of this (Re)Assessment	\$	5,113.56
Prior Balance	\$	628,786.48
		=====
Total Balance	\$	633,900.04

Please note that interest will accrue daily on the total balance owing. This assessment is not a substitute for the unfiled return(s) and does not relieve you of your obligation to file the return(s) and pay all amounts owing. Please file the overdue return(s) and pay any taxes owing immediately. Failure to do so may result in legal action being taken without further notice.

Please keep this Notice of (Re)Assessment for your records.

For further information, please contact:

Toronto East Tax Services
200 Town Centre Court
Scarborough ON M1P 4Y3
Toll free number 1-800-959-5525 (Canada and United States)

Andrew Treusch
Commissioner of Revenue



APPENDIX “V”

APPENDIX "V"

Canadian Pacific Tower
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Danny M. Nunes
T: 416-304-0592
E: dnunes@tgf.ca
File No. 533-032



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

February 28, 2013

VIA EMAIL

TFI Foods Ltd.
2900 Markham Road
Scarborough, ON M1X 1E6

Attention: David Lam

Dear Sir:

Re: Ellen's Food Group Inc. (the "Company")

We act as counsel to Deloitte & Touche Inc. in its capacity as the Court-appointed receiver (the "Receiver") of all of the assets, undertakings and properties of the Company.

Further to the email correspondence exchanged between yourself and Catherine Hristow in her capacity as the Receiver of the Company, it is our understanding that TFI Foods Ltd. ("TFI") purchased certain food processing equipment (the "Purchased Equipment") from the Company, as evidenced by a sales invoice dated July 5, 2012 (the "Sales Invoice"). The Purchased Equipment was located at 30 Sims Crescent, Richmond Hill, Ontario. As part of the transaction, you advised Ms. Hristow that TFI also assumed the lease for the Sims Crescent property which was previously leased by the Company.

Pursuant to the Sales Invoice, TFI paid the sum of \$1,078,020.00, inclusive of taxes, for the Purchased Equipment. The purchase price was paid in four installments on the following dates and in the corresponding amounts: (i) June 15, 2012 - \$200,000.00; (ii) June 20, 2012 - \$100,000.00; (iii) June 21, 2012 - \$500,000.00; and (iv) July 3, 2012 - \$278,020.00.

The Purchased Equipment may be subject to security held by the Company's creditors, including HSBC Bank Canada, and, as such, the Receiver requests that you provide documentation, such as cancelled cheques, evidencing payment of the purchase price for the Purchased Equipment.

Further in that regard, Roger Chan of FTI provided the Receiver with a list of the Purchased Equipment. The list does not include model numbers or serial numbers for any of the Purchased Equipment. As such, the Receiver will need to re-attend at the Sims Crescent property to take a detailed inventory of the equipment located at the premises to determine what equipment was formerly the property of the Company and, thus, possibly subject to security held by the Company's creditors.

As set out in paragraphs 4 and 5 of the Order of the Honourable Mr. Justice Morawetz dated February 25, 2013 appointing the Receiver, a copy of which was provided to you by Ms. Hristow, all Persons are required to provide the Receiver with copies or to allow the Receiver to make copies of any documents, records or information of any kind related to the Company's business or affairs. Furthermore, all Persons



Thornton Grout Finnigan LLP

2.

are to advise the Receiver of the existence of any Property in their control and shall grant access to the Property to the Receiver.

Please advise if the Receiver may re-attend at the Sims Crescent property tomorrow, March 1, 2013, or on another date no later than March 5, 2013, to take the detailed inventory.

Should you have any questions, please do not hesitate to contact me.

Yours truly,
Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to read 'Danny M. Nunes', written over a circular stamp or mark.

Danny M. Nunes
DMN/mm

cc: Catherine Hristow, *Deloitte & Touche Inc. (via email)*

APPENDIX “W”

Danny Nunes

From: Hristow, Catherine (CA - Toronto) [christow@deloitte.ca]
Sent: Friday, March 01, 2013 1:04 PM
To: Adrian Dominguez
Cc: Danny Nunes
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Dear Mr. Dominquez,

I just tried to reach you at both your office (there is no capacity to leave a voicemail message), and on your cell phone, where I requested that you contact me immediately.

Regards,

Catherine

Catherine Hristow
Vice President
Deloitte & Touche Inc.

Direct: 416-775-8831
Main: 416-601-6150
Fax: 416-601-6690
christow@deloitte.ca
www.deloitte.ca

Brookfield Place
181 Bay Street
Suite 1400
Toronto, Ontario, M5J 2V1

From: Adrian Dominguez [mailto:adominguez@tfifoods.com]
Sent: Friday, March 01, 2013 1:00 PM
To: Hristow, Catherine (CA - Toronto)
Cc: 'Roger Chan'; 'David Lam'
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Dear Ms. Hristow,

Please note that Mr. Chan and Mr. Lam will no longer handle this matter. Your request for attendance to the premises at 30 Sims on Sunday March 3, 2013 at 10:00 a.m. is not granted.

If you want to further discussed this matter, please do not hesitate to contact me.

Regards,

Adrian Dominguez BLC. MA.
Director, Legal and Risk Management Department
TFI Food Ltd.
44 Milner Ave

Scarborough, ON.
M1S 3P8
Phone: 416 297-3992
Mobile: 416-873-2385



TFI Foods

From: Hristow, Catherine (CA - Toronto) [<mailto:christow@deloitte.ca>]
Sent: Friday, March 01, 2013 12:41 PM
To: Roger Chan
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Good afternoon Roger,

I would like to attend at 30 Sims on Sunday March 3, 2013 at 10:00 a.m.

Please confirm.

Regards,

Catherine

Catherine Hristow
Vice President - Financial Advisory - Reorganization Services
Deloitte
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1, Canada
Tel/Direct 416-775-8831 | Fax 416-601-6690
christow@deloitte.ca | www.deloitte.ca

From: Roger Chan [<mailto:roger.chan@tfifoods.com>]
Sent: Thursday, February 28, 2013 8:32 PM
To: 'David Lam'; 'Danny Nunes'
Cc: Hristow, Catherine (CA - Toronto)
Subject: RE: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

David – just returned to Markham Road. Call me. Thanks. - Roger

From: David Lam [<mailto:david.lam@tfifoods.com>]
Sent: Thursday, February 28, 2013 8:10 PM
To: Danny Nunes
Cc: Hristow, Catherine (CA - Toronto); Roger Chan - Property
Subject: Re: Ellen's Food Group Inc. (Court File No. CV-10-9031-00CL)

Pls contact roger chan for appointment .

On 2013-03-01, at 6:30 AM, Danny Nunes <DNunes@tgf.ca> wrote:

Mr. Lam,

Attached hereto please find correspondence regarding the above-captioned matter.

Regards,

Danny M. Nunes

<image003.jpg>

Danny M. Nunes | dnunes@tgf.ca | Direct Line: 416-304-0592 | Thornton Grout Finnigan LLP | Suite 3200, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | Phone: 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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<D. Lam (TFI Foods Ltd.) (Feb. 28, 2013).PDF>

<image003.jpg>

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APPENDIX “X”

APPENDIX

" X "



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Danny M. Nunes
T: 416-304-0592
E: dnunes@tgf.ca
File No. 100-333

March 11, 2013

VIA EMAIL

TFI Foods Ltd.
2900 Markham Road
Scarborough, ON M1X 1E6

Attention: Adrian Dominguez

Dear Sir:

Re: **HSBC Bank Canada (the "Bank") v. Ellen's Food Group Inc. (the "Company")**
(Court File No. CV-10-9031-00CL)

As you are aware, we act as counsel to Deloitte & Touche Inc. in its capacity as the Court-appointed receiver (the "Receiver") of all of the assets, undertakings and properties of the Company. We also act as counsel to the Bank, the applicant in the above-captioned action.

David Lam, President of TFI Foods Ltd. ("TFI"), previously advised the Receiver that TFI purchased certain food processing equipment (the "Purchased Equipment") from the Company pursuant to a sales invoice dated July 5, 2012. The Purchased Equipment was located at 30 Sims Crescent, Richmond Hill, Ontario which property was previously leased by the Company.

Pursuant to the Sales Invoice, TFI paid the sum of \$1,078,020.00, inclusive of taxes, for the Purchased Equipment. Based upon the Receiver's review of the Company's bank statements and discussions with the Company's principal, we understand that the purchase price was paid by TFI or an affiliate, Lotus Wholesale Food, to the Company.

In our letter dated February 28, 2013, we advised Mr. Lam on behalf of the Receiver that the Purchased Equipment may be subject to security held by the Company's creditors, including the Bank. Further, we requested that the Receiver be allowed to re-attend at the Sims Crescent property to take a detailed inventory of the Purchased Equipment.

In your email dated March 1, 2013, you advised the Receiver that Mr. Lam and Roger Chan would no longer be handling matters relating to the Company on behalf of TFI. Further, you advised that the Receiver's request to attend at the Sims Crescent property to conduct a detailed inventory was denied.

Both TFI and the Company have acknowledged the sale of the Purchased Equipment. If the Receiver is unable to conduct a detailed inventory, we can only assume that the Purchased Equipment is equipment subject to the Bank's security. As such, the Company could not have sold the Purchased Equipment without the Bank's consent.



Thornton Grout Finnigan LLP

2.

Further in that regard, it would appear that the transaction did not comply with the terms of the *Bulk Sales Act* (Ontario) and that TFI did not do the necessary due diligence to determine whether the Purchased Equipment was subject to any security interests, something which could have been easily determined by reviewing a PPSA search. If TFI was represented by counsel in completing the transaction for the Purchased Equipment, it should notify counsel that they should put their insurer on notice of a possible claim.

We reiterate the Receiver's original request for access to the Sims Crescent property to conduct a detailed inventory of the Purchased Equipment. In the event that this request is again denied, the Receiver will seek a Court order finding TFI in violation of the Order dated February 25, 2013 appointing the Receiver and requiring that TFI provide the Receiver with immediate access.

Should you have any questions, please do not hesitate to contact me.

Yours truly,
Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to read 'Danny M. Nunes', written over a horizontal line.

Danny M. Nunes
DMN/mm

cc: John Borch, *HSBC Bank Canada (via email)*
Catherine Hristow, *Deloitte & Touche Inc. (via email)*
David Lam, *TFI Foods Ltd. (via email)*

APPENDIX “Y”

Maria Magni

From: Adrian Dominguez [adominguez@tfifoods.com]
Sent: Monday, March 11, 2013 2:29 PM
To: Danny Nunes
Cc: john_borch@hsbc.ca; christow@deloitte.ca; david.lam@tfifoods.com
Subject: RE: HSBC Bank Canada v. Ellen's Food Group Inc.

Dear Mr. Nunes,

I am writing you further to your correspondence.

Your clients, either the Bank or the Court Appointed Receiver, has not provided yet any evidence to TFI that the equipment acquired from Ellen's Food (The "Company") is subject to any enforceable security interest by the bank.

If the Receiver has an extensive review of the Company's bank statement and discussion with the Company's principal, the transaction and the inventory list should be reflected at "The Company's" statements therefore is no need to provide you with any further information other than what has been provided already. We do not believe that the access to our premises will accomplish anything at this stage, you can proceed to do you Forensic Audit to confirm if the assets in questions are subject to any bank security.

It is our position that we acted as a Bona Fide purchaser on this transaction. The access is not granted as TFI does not have any control or possession of property that belong to "The Company".

If you have any further information that can assist us to change our position, please do not hesitate to contact me.

Regards,

Adrian Dominguez BLC. MA.
Director, Legal and Risk Management Department
TFI Food Ltd.
44 Milner Ave
Scarborough, ON.
M1S 3P8
Phone: 416 297-3992
Mobile: 416-873-2385



TFI Foods

From: Maria Magni [mailto:MMagni@tgf.ca] **On Behalf Of** Danny Nunes
Sent: Monday, March 11, 2013 12:58 PM

To: adominquez@tfifoods.com
Cc: john_borch@hsbc.ca; christow@deloitte.ca; david.lam@tfifoods.com
Subject: HSBC Bank Canada v. Ellen's Food Group Inc.

Please find attached correspondence of today's date.



Maria Magni | Legal Assistant to Leanne M. Williams, Danny M. Nunes and Jessica Prince | mmagni@tgf.ca | Direct Line: 416-304-1012 |
Thornton Grout Finnigan LLP | Suite 3200, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 |
416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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APPENDIX “Z”

Court File No.: CV10-9031-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

AFFIDAVIT OF CATHERINE HRISTOW
(Sworn October 17, 2013)

I, **CATHERINE A. HRISTOW**, of the Town of Richmond Hill, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant and Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario and am a Vice President of Deloitte Restructuring Inc. (formerly Deloitte & Touche Inc.) ("**Deloitte**"), the Court-Appointed receiver (the "**Receiver**") of Ellen's Food Group Inc. (the "**Company**") and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "**A**" are true copies of the invoice for fees and disbursements incurred by Deloitte in the course of the receivership administration of the Company between February 25, 2013 and September 30, 2013 (the "**Passing of Accounts Period**").

3. The total fees of the Receiver during the Passing of Accounts Period amount to \$36,812.00, together with expenses and disbursements in the amount of \$277.53 and harmonized sales tax ("HST") in the amount of \$4,821.64 totalling \$41,911.17.

4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

5. The hourly billing rates outlined in Exhibit "A" to this affidavit are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

6. Attached as Exhibit "A" to the Affidavit of Leanne Williams sworn and filed in support of the within motion are the full particulars of the fees and disbursements of Thornton Grout Finnigan LLP, counsel to the Receiver, which have been incurred during the period February 25, 2013 to September 30, 2013.

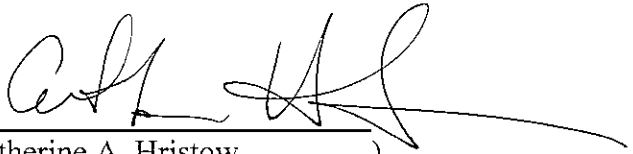
7. Thornton Grout Finnigan LLP rendered services throughout these proceedings in a manner consistent with instructions from the Receiver. The Receiver has approved all such accounts and I verily believe that the fees and disbursements of Thornton Grout Finnigan LLP are fair and reasonable in the circumstances.

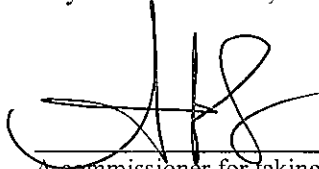
8. Attached as Exhibit "A" to the Affidavit of Lawrence D. Adelberg sworn and filed in support of the within motion are the full particulars of the fees and disbursements of Kronis, Rosztain, Margles, Cappel LLP, counsel to the Receiver, which have been incurred during the period February 25, 2013 to September 30, 2013.

9. Kronis, Rotsztain, Margles, Cappel LLP rendered services throughout these proceedings in a manner consistent with instructions from the Receiver. The Receiver has approved all such accounts and I verily believe that the fees and disbursements of Kronis, Rotsztain, Margles, Cappel LLP are fair and reasonable in the circumstances

10. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this
day of October 17, 2013

)
)
)
) 
Catherine A. Hristow)




A commissioner for taking oaths, etc.

**Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Trustee in Bankruptcy,
Expires July 10, 2016.**

EXHIBIT "A"

REFERRED TO IN THE AFFIDAVIT OF CATHERINE HRISTOW
(Sworn October 17, 2013)



Commissioner

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Trustee in Bankruptcy,
Expires July 10, 2016.



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Ellen's Food Group Inc.
c/o Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto ON M5J 2V1

Date: October 17, 2013
Invoice No: 3424656
Client/Mandate No: 752920 / 1000140
Billing Partner: Paul Casey
HST Registration No: 122893605

Attention: Mr. Paul Casey

Invoice #1

For professional services rendered for acting as Court-appointed Receiver of Ellen's Food Group Inc. ("EFGI") for the period of February 25, 2013 to September 30, 2013.

Date	Professional	Description	Hours
2/25/2013	Casey, Paul	Review email regarding receivership appointment; meeting with C. Hristow regarding instructions; telephone call to Mr. D. Nunes of Thornton Grout Finnigan LLP ("TGF").	0.5
2/25/2013	Hristow, Catherine	Meeting with P. Casey regarding receivership; review correspondence/documentation; discussion with D. Nunes.	2.1
2/26/2013	Casey, Paul	Review email correspondences; discussions with C. Hristow regarding status of site attendances and attempted meetings with the principal of the debtor, E. Pun.	1.0
2/26/2013	Hristow, Catherine	Review correspondence from J. Borch of HSBC; attendance at 30 Simms to take pictures of the front of the building; discussion with some of the staff in the building; email correspondence to J. Borch and D. Nunes regarding sale of assets to TFI; attendance at 25 Centurian to take pictures and attempt to talk to staff; telephone attendance with E. Pun; email correspondence to J. Borch; attendance at 245 Midwest Drive; telephone attendance with P. Casey; re-attendance at 25 Centurian; email status update to J. Borch and D. Nunes; email correspondence to TFI requesting information.	6.7
2/27/2013	Hristow, Catherine	Correspondences with J. Borch, D. Nunes and P. Casey.	0.2
2/27/2013	Casey, Paul	Correspondences with C. Hristow regarding status.	0.2

Date	Professional	Description	Hours
2/28/2013	Hristow, Catherine	Email correspondence to J. Borch regarding information received regarding sale of assets to TFI and review response to same; review various correspondence from D. Nunes and subsequent telephone attendance; correspondence with G. Lee; review letters sent by D. Nunes to TFI, and K. Juriansz; review correspondence from TFI.	1.1
3/1/2013	Hristow, Catherine	Review PPSA; prepare and send letters to Industrial and Commercial Bank of China (Canada) ("ICBC"), Redstone Investment Corporation, and Dr. Lee; email correspondence to R. Chan of TFI regarding re-attendance at 30 Simms; review email correspondence from A. Dominguez from TFI and subsequent telephone attendance; telephone attendance with D. Nunes regarding TFI's refusal to allow the Receiver to perform an inventory count; various correspondence with G. Lee; status update with P. Casey; review response from ICBC and forward response to D. Nunes; various correspondences with D. Nunes.	2.9
3/1/2013	Casey, Paul	Status update with C. Hristow.	0.1
3/4/2013	Hristow, Catherine	Correspondences with D. Nunes; correspondence with G. Lee.	0.2
3/5/2013	Casey, Paul	Telephone call with C. Hristow regarding meeting with E. Pun and next steps.	0.5
3/5/2013	Hristow, Catherine	Correspondence with G. Lee; correspondence with D. Nunes; review draft report to court regarding non production of records; correspondence with ICBC; attendance at 25 Centurian to meet with E. Pun; telephone attendance with P. Casey regarding status of information provided; email correspondence to E. Pun requesting additional information; email correspondence to HSBC regarding sale transaction.	4.8
3/6/2013	Hristow, Catherine	Review correspondence from HSBC; draft section 245 notice; correspondence with Mercedes Benz; discussions with R. Brown regarding notice to be sent to the Official Receiver and creditors; review draft letter from TGF to the Commercial List; correspondence with D. Nunes regarding status and draft notice to creditors.	1.8
3/6/2013	Casey, Paul	Review and comment on section 245 notice; review email correspondences regarding Bulk Sale.	0.5
3/7/2013	Hristow, Catherine	Meeting with P. Casey; revise section 245 notice and issue same; correspondence with E. Pun.	0.2
3/7/2013	Casey, Paul	Review various correspondence; revise section 245 notice; meeting with C. Hristow to finalize section 245 notice.	1.1
3/12/2013	Hristow, Catherine	Telephone attendance with D. Nunes.	0.1
3/18/2013	Hristow, Catherine	Review various email correspondences from D. Nunes; review security documentation for Dr. Sai Kui Lee and forward same to D. Nunes; send fax to Redstone	1.1

Date	Professional	Description	Hours
		Investment Corporation (" Redstone ") requesting security documentation; email correspondence with D. Nunes regarding sales agreement, assignment of lease and potential priority claims; email correspondence with E. Pun.	
3/19/2013	Hristow, Catherine	Meeting with P. Casey; discussion with representative of Mercedes Benz; review Mercedes Benz proof of claim and forward same to D. Nunes; correspondence with E. Pun; send fax to R. Leck regarding Dr. Lee, review response and forward same to D. Nunes; telephone attendance with D. Nunes; review copies of October 2012 bank statements for cheques issued in the amount of \$10,000; email correspondence with D. Nunes.	1.3
3/19/2013	Casey, Paul	Meeting with C. Hristow regarding status and action plan.	0.2
3/20/2013	Hristow, Catherine	Email correspondence with E. Pun; letter to Mercedes Benz.	0.2
3/21/2013	Hristow, Catherine	Review correspondence from S. Rosen of Global Trade Credit Insurance and send Notice of the Receiver; correspondence with E. Pun.	0.2
3/26/2013	Hristow, Catherine	Review documentation provided by E. Pun; email correspondence to E. Pun; review draft Receiver's report and motion materials; review draft affidavit of fees; telephone call to reach D. Nunes; correspondence with P. Casey.	2.6
3/26/2013	Casey, Paul	Email correspondence with C. Hristow.	0.1
4/2/2013	Hristow, Catherine	Review draft notice of motion, orders and First Report of the Receiver; email correspondences and telephone attendance with D. Nunes; meeting with P. Casey; email correspondence with E. Pun; send fax to ICBC; commence review of disbursements around sale transaction; email correspondence with M. Abramowitz of Kronis Rotsztain Margles Cappel LLP (" KRMC ") requesting independent legal opinion on HSBC's security.	1.8
4/2/2013	Casey, Paul	Meeting with C. Hristow regarding status; review motion materials and discussion with C. Hristow; telephone call with J. Borch.	0.5
4/5/2013	Hristow, Catherine	Correspondence with ICBC; review security opinion; correspondence with D. Nunes.	0.9
4/8/2013	Hristow, Catherine	Review correspondence received from ICBC; correspondence with D. Nunes.	0.2
4/9/2013	Hristow, Catherine	Review bank statements and prepare spreadsheet itemizing cash withdrawals, and transfers in June and July 2012; letter to ICBC; correspondence with D. Nunes.	3.8
4/15/2013	Hristow, Catherine	Correspondence with D. Nunes.	0.1
4/15/2013	Brown, Rose	Prepare cheque requisition for ICBC and send to accounting department.	0.3

Date	Professional	Description	Hours
4/19/2013	Hristow, Catherine	Discussion with M. Wise representing Redstone and send pictures of Midwest.	0.1
5/24/2013	Hristow, Catherine	Correspondences with D. Nunes and J. Borch; correspondence with E. Leung of ICBC.	0.3
5/28/2013	Hristow, Catherine	Correspondences with D. Nunes; telephone attendance with R. Leck; review documentation and send correspondence to CRA.	1.2
5/30/2013	Hristow, Catherine	Returned phone call to P. Welsh, lawyer representing TFI; fax correspondence with K. Singh of (Canada Revenue Agency ("CRA")); correspondence with HSBC; telephone discussion with D. Nunes.	0.3
5/31/2013	Hristow, Catherine	Telephone attendance with P. Welsh representing TFI; email correspondence and subsequent discussion with D. Nunes; email correspondence with P. Welsh.	0.6
6/3/2013	Hristow, Catherine	Correspondence with D. Nunes; discussion with D. Nishimura regarding posting materials to the website; email correspondence with P. Welsh enclosing motion materials, affidavits and court order; correspondence with R. Leck; review accounts payable and summarizing same at June 30, 2012 and July 31, 2012.	2.8
6/4/2013	Hristow, Catherine	Review correspondence from ICBC; update spreadsheet regarding cash withdrawals and payments to related entities; correspondence with D. Nunes and J. Borch regarding same.	3.2
6/5/2013	Hristow, Catherine	Correspondence with L. Adelberg regarding legal opinion.	0.1
6/10/2013	Hristow, Catherine	Email correspondence to E. Pun; continue working on related party numbers, accounts payable etc.; further revisions to the First Report to the Court; correspondence with D. Nunes.	6.3
6/11/2013	Hristow, Catherine	Review correspondence from R. Leck and forward same to D. Nunes and L. Adelberg; correspondence to R. Leck; review correspondence from D. Nunes.	0.4
6/14/2013	Hristow, Catherine	Review independent legal opinion and forward same to D. Nunes.	0.1
6/18/2013	Hristow, Catherine	Review correspondence from D. Nunes.	0.1
6/20/2013	Hristow, Catherine	Email correspondence with D. Nunes.	0.1
7/3/2013	Hristow, Catherine	Review correspondence from P. Walsh; telephone attendances with D. Nunes; review documentation sent to P. Walsh and respond to email request.	1.4
7/4/2013	Hristow, Catherine	Review documents; attend in chambers with P. Walsh and D. Nunes.	2.0
8/4/2013	Hristow, Catherine	Correspondences with D. Nunes.	0.4
8/13/2013	Hristow, Catherine	Review correspondence from D. Nunes; email correspondence to L. Adelberg regarding legal opinion.	0.3
8/21/2013	Hristow, Catherine	Correspondences with D. Nunes.	0.2
8/23/2013	Hristow, Catherine	Respond to email correspondence from S. Petecka of Argo Partners.	0.1

Date	Professional	Description	Hours
8/26/2013	Brown, Rose	Update creditors' listing with missing addresses; prepare creditor list for mailing.	2.4
8/26/2013	Hristow, Catherine	Prepare draft section 246 notice; correspondence with R. Brown regarding updating of creditors' listing.	0.9
8/27/2013	Brown, Rose	Import excel creditor list into Ascend; prepare mailing labels and envelopes.	0.7
8/27/2013	Hristow, Catherine	Correspondences with D. Nunes regarding BIA notice and meeting with A. Jurshevski of Recovery Partners; telephone attendance with D. Nunes.	0.6
8/28/2013	Brown, Rose	Photocopy Subsection 246 and mail same to the creditors.	1.0
8/28/2013	Hristow, Catherine	Correspondences with P. Casey; finalize subsection 246(2) notice; meeting with A. Jurshevski; revisions to First Report to the Court; correspondence with D. Nunes.	7.4
8/28/2013	Casey, Paul	Correspondences with C. Hristow regarding subsection 246(2) notice.	0.6
9/4/2013	Hristow, Catherine	Telephone attendance with K. Wolfson; review website and send motion materials to K. Wolfson.	0.5
9/5/2013	Hristow, Catherine	Discussions with creditors; discussion with T. Wong; email correspondence to E. Pun; voicemail message for CRA.	0.6
9/6/2013	Hristow, Catherine	Telephone discussion with representative of Silversteins.	0.1
9/11/2013	Hristow, Catherine	Review CRA assessment.	0.1
9/13/2013	Casey, Paul	Meeting with C. Hristow; attendance on a conference call with A. Jurshevski and C. Hristow; attendance on a conference call with J. Borch and C. Hristow.	0.7
9/13/2013	Hristow, Catherine	Meeting with P. Casey; attendance on a conference call with A. Jurshevski and P. Casey; attendance on a conference call with J. Borch and P. Casey.	0.7
9/16/2013	Hristow, Catherine	Telephone attendance with representative from Hydro.	0.1
9/18/2013	Hristow, Catherine	Correspondence and subsequent telephone discussion with D. Nunes; correspondence with representative from Ecolab.	0.7
9/19/2013	Hristow, Catherine	Review correspondence from D. Nunes.	0.1
9/25/2013	Hristow, Catherine	Continue with revisions to the First Report and prepare quality review package; correspondence with S. Mingie; voicemail for D. Nunes.	6.8
9/25/2013	Mingie, Susan	Review court report	1.0
Total Hours			80.2

Summary of Fees

Professional	Level	Hours	Rate	Fees
Paul Casey, CPA, CA-CIRP	Senior Vice President	4.4	\$600.00	\$2,640.00
Sue Mingie, CPA, CA-CIRP	Senior Vice President	1.0	\$600.00	600.00
Catherine Hristow, CMA, CIRP	Vice President	70.4	\$470.00	33,088.00
Rose Brown	Trust Administration	4.4	\$110.00	484.00
Total hours and professional fees		80.2		\$36,812.00
Blended hourly rate			\$459.00	
Disbursements				
Filing Fee				70.00
ICBC Fee				150.00
Mileage				57.53
Total professional fees and disbursements				\$37,089.53
HST @ 13%				4,821.64
Total payable				\$41,911.17

Payable upon receipt to Deloitte Restructuring Inc.

REMITTANCE ADDRESS:

Deloitte Management Services LP
 5140 Yonge Street, Suite 1700
 Toronto, ON M2N 6L7 CANADA

Wire Transfer Information:

Bank of Nova Scotia, Toronto Business Centre, 20 Queen Street West, Toronto, Ontario M5H 3R3

Transit #47696	US Bank Account	Canadian Bank Account
Bank Code# 002	Account #476968822816	Account #476960440019
	Swift Code and ABA Address	Swift Code Address – Canada / Int'l Wires
	NOSCCATT	NOSCCATT
	ABA # 026002532	

Please reference the invoice number listed above when wiring funds.

We accept payment by cheque, wire, Electronic Funds Transfer and online bill payment (select either Deloitte LLP or Deloitte s.e.n.c.r.l. through your financial institution and quote the first 6 digits of your client number).

Please return one copy with remittance

Payable upon receipt to: Deloitte Restructuring Inc.

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at Toronto

AFFIDAVIT OF CATHERINE HRISTOW
Sworn October 17, 2013

Thornton Grout Finnigan LLP
Barristers and Solicitors
TD West Tower
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313
E-mail: dnunes@tgf.ca

Lawyers for the Receiver, Deloitte & Touche Inc.

APPENDIX “AA”

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

AFFIDAVIT OF LEANNE WILLIAMS
(Sworn October 17, 2013)

I, **LEANNE WILLIAMS**, of the City of Toronto, in the Province of Ontario, make oath and say as follows:

1. I am a Barrister and Solicitor qualified to practice law in the Province of Ontario and am a partner with Thornton Grout Finnigan LLP ("**TGF**"), lawyers for Deloitte Restructuring Inc. (formerly Deloitte & Touche Inc.), in its capacity as the Court-appointed receiver (the "**Receiver**") of Ellen's Food Group Inc. (the "**Company**"), and as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "**A**" is a true copy of the invoices issued to the Receiver by TGF for fees and disbursements incurred by TGF in the course of the receivership of the Company between February 25, 2013 and September 30, 2013.

3. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

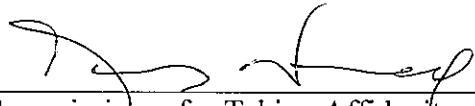
4. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the solicitors at TGF who acted for the Receiver.

5. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

6. The hourly billing rates outlined in Exhibit "C" to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver's counsel.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 17th day of
October, 2013.



Commissioner for Taking Affidavits



LEANNE WILLIAMS

EXHIBIT “A”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

EXHIBIT "A"

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**FIRST BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending February 28, 2013

Feb-25-13	Voicemail from P. Casey regarding receiver's appointment; correspondence to and from P. Casey regarding same; speak to C. Hristow regarding appointment Order and next steps; correspondence to C. Hristow attaching word version of appointment Order; correspondence to service list attaching endorsement;	0.90	DN
Feb-26-13	Correspondence to service list attaching appointment Order; correspondence to and from C. Hristow regarding same; voicemail from C. Hristow regarding same; voicemail from C. Hristow; speak to C. Hristow regarding attendance at Sims Crescent premises and next steps;	0.90	DN
Feb-27-13	Review correspondence from D. Lam regarding sale of debtor's equipment to TFI; correspondence to and from C. Hristow regarding same; review correspondence from R. Chan attaching inventory listing for transaction between Food Group and TFI and review same;	0.50	DN
Feb-28-13	Discuss sale of assets with D. Nunes;	0.30	LMW
	Review correspondence from C. Hristow setting out summary; review correspondence from C. Hristow to G. Lee requesting books and records; speak to C. Hristow regarding same; draft correspondence to D. Lam requesting evidence of payment from TFI transaction and reattendance at Sims property; correspondence to and from C. Hristow regarding same; draft correspondence to K. Juriansz regarding delivery of books and records; correspondence to and from C. Hristow regarding same; review correspondence from D. Lam and R. Chan regarding attendance at Sims property;	3.70	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.30	\$575.00	172.50
Danny Nunes	6.00	\$450.00	2,700.00
TOTAL FEE HEREIN			\$2,872.50
HST on Fees			<u>\$373.43</u>

Total Fees and HST

\$3,245.93

OUR ACCOUNT HEREIN

\$3,245.93

ThorntonGroutFinnigan LLP

Per:  Danny M. Nunes

HST No. 87042 1039RT

Matter No. 533-032

Invoice No. 26596

Date: Mar 08/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-903 (OCL)

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

Proceedings commenced at **Toronto**

**FIRST BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**SECOND BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending March 31, 2013

Mar-01-13	Discuss position taken by the asset purchaser with D. Nunes;	0.20	LMW
	Review correspondence from C. Hristow regarding PPSA review; correspondence to and from C. Hristow regarding same; review correspondence to and from C. Hristow and A. Dominguez regarding Receiver's re-attendance at Sims Crescent property; correspondence to and from C. Hristow regarding discussions with accountant and E. Pun regarding delivery of records; review correspondence from Receiver to Redstone, ICBC and Dr. Lee regarding secured claims; speak to C. Hristow regarding discussion with G. Lee regarding delivery of records; review correspondence from ICBC regarding account status; correspondence to and from C. Hristow regarding delivery of records and possible TFI motion;	3.50	DN
Mar-04-13	Discuss need for upcoming motion with D. Nunes and relief to be sought;	0.10	LMW
	Review and revise motion materials; discuss relief requested with D. Nunes;	0.30	LMW
	Review revised materials;	0.20	LMW
	Correspondence to and from C. Hristow regarding motion to extend time for filing creditor notice; correspondence to and from Commercial Court regarding scheduling same; draft motion materials; correspondence to C. Hristow attaching draft motion materials for review and comment;	4.40	DN

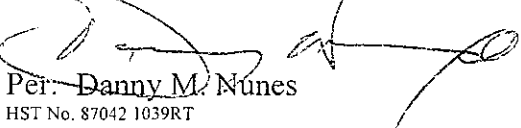
Mar-05-13	Discuss issues obtaining books and records with D. Nunes; review revised materials; further discussion in respect of relief sought;	0.60	LMW
	E-mails in respect of information obtained from E. Pun and ramifications on prospects of obtaining return of funds;	0.20	LMW
	Correspondence to and from Commercial Court regarding motion ordering compliance with appointment Order; review correspondence from C. Hristow forwarding correspondence from G. Lee; review correspondence from C. Hristow regarding review of bank statements and discussions with E. Pun; review correspondence from J. Borch and P. Casey regarding same; correspondence to and from L. Williams regarding same; finalize draft Order for Receiver's motion for compliance with appointment Order and send same to K. Juriansz for review and comment; revise motion materials and send same to C. Hristow for review and comment;	3.90	DN
Mar-06-13	E-mails with D. Nunes in respect of issues raised with sale of assets;	0.10	LMW
	Correspondence to and from Commercial Court regarding releasing March 7th motion date; draft correspondence to Commercial Court regarding same; correspondence to and from C. Hristow regarding same; correspondence to and from K. Jurianz regarding same; correspondence to and from C. Hristow regarding draft notice to creditors; correspondence to L. Williams regarding Bulk Sales Act issue;	2.40	DN
Mar-07-13	Discuss letter to purchaser with D. Nunes;	0.20	LMW
	Review correspondence from C. Hristow attaching creditor notice; review correspondence from C. Hristow regarding information requested from E. Pun;	0.50	DN
Mar-11-13	Review and revise letter to purchaser of equipment;	0.20	LMW
	E-mails in respect of purchaser's response;	0.20	LMW
	Correspondence to C. Hristow regarding motion seeking access and cooperation;	0.20	DN
Mar-12-13	Correspondence to C. Hristow regarding scheduling motion to compel FTI to cooperate and grant access to equipment; draft motion materials for motion to compel FTI to cooperate and grant access to equipment and to void transaction; speak to C. Hristow regarding same;	2.50	DN
Mar-13-13	Review Notice of Motion; discuss relief requested with D. Nunes;	0.60	LMW
Mar-16-13	E-mail from and to D. Nunes in respect of relief under the Bulk Sales Act;	0.20	LMW
Mar-18-13	Review correspondence from C. Hristow attaching security documents for Dr. Lee; correspondence to and from C. Hristow regarding same and correspondence with Redstone and ICBC; review correspondence from C. Hristow regarding TFI transaction and issue of priority claims; speak to C. Hristow regarding same; correspondence to and from C. Hristow regarding	3.10	DN

Bulk Sales Act motion and next steps regarding same;

Mar-19-13	Discuss Bulk Sales relief with D. Nunes;	0.10	LMW
	Review correspondence from C. Hristow regarding Mercedes Benz lease; review correspondence from C. Hristow regarding claim of Dr. Lee; speak to C. Hristow regarding Redstone, ICBC, Dr. Lee and TFI transaction; review correspondence from C. Hristow regarding review of bank statements;	1.60	DN
Mar-21-13	E-mails with D. Nunes in respect of Bulk Sales Act motion;	0.20	LMW
	Review and revise draft motion materials; correspondence to C. Hristow attaching same for review and comment;	2.10	DN
Mar-22-13	Draft receiver's report for Bulk Sales Act motion;	3.60	DN
Mar-23-13	Revise draft receiver's report and draft motion materials and send same to C. Hristow for review and comment;	1.20	DN
Mar-24-13	Draft Receiver's report for Bulk Sales Act motion;	4.10	DN
Mar-25-13	Review and revise motion materials; discuss same with D. Nunes;	1.20	LMW
	Review and revise motion materials;	0.90	DN
Mar-26-13	Review correspondence from C. Hristow to E. Pun regarding information requested;	0.10	DN
Mar-28-13	Correspondence to C. Hristow regarding revisions to motion materials for Bulk Sales Act relief; review and revise motion materials;	1.60	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	4.60	\$575.00	2,645.00
Danny Nunes	35.70	\$450.00	16,065.00
TOTAL FEE HEREIN			\$18,710.00
HST on Fees			<u>\$2,432.30</u>
Total Fees and HST			<u>\$21,142.30</u>
OUR ACCOUNT HEREIN			<u>\$21,142.30</u>

ThorntonGroutFinnigan LLP

Per:  Danny M. Nunes

HST No. 87042 1039RT

Matter No. 533-032

Invoice No. 26726

Date: Apr 10/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-905 J0CL

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

Proceedings commenced at **Toronto**

**SECOND BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**THIRD BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending April 30, 2013

Apr-01-13	Revise motion materials; speak to C. Hristow regarding same;	1.50	DN
Apr-02-13	Review and revise receiver's draft report; discuss revised motion materials with L. Williams; correspondence to and from C. Hristow attaching revised motion materials for review and comment; voicemail from C. Hristow regarding same; correspondence to and from C. Hristow regarding independent security review; speak to C. Hristow regarding motion materials, status on information requests and next steps regarding motion;	1.10	DN
Apr-05-13	Review and revise Court materials;	0.40	LMW
	Review correspondence from C. Hristow attaching independent security opinion and review same; speak to L. Williams regarding revised motion materials and revise same;	0.40	DN
Apr-08-13	Review correspondence from C. Hristow regarding bank statement review;	0.20	DN
Apr-09-13	Review correspondence from C. Hristow attaching correspondence to ICBC and review same; correspondence to and from C. Hristow regarding Bulk Sales Act motion and receiver's draft report;	0.30	DN
Apr-15-13	Correspondence to and from C. Hristow regarding Bulk Sales Act motion;	0.20	DN
Apr-16-13	Voicemails to and from D. Wise regarding Midwest property; correspondence to and from C. Hristow regarding same; speak to D.	0.40	DN

Wise regarding same;

Apr-17-13	Speak to D. Wise regarding Midwest premises; correspondence to and from C. Hristow regarding same;	0.40	DN
Apr-18-13	Voicemail from D. Wise regarding Midwest property;	0.10	DN
Apr-23-13	Discuss status with D. Nunes;	0.10	LMW
Apr-25-13	Discuss status of D. Nunes;	0.10	LMW
Apr-26-13	Correspondence to C. Hristow regarding discussion with A. Dominguez;	0.10	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.60	\$575.00	345.00
Danny Nunes	4.70	\$450.00	2,115.00
TOTAL FEE HEREIN			\$2,460.00
HST on Fees			<u>\$319.80</u>
Total Fees and HST			\$2,779.80
<u>Disbursements:</u>			
Computer Research			\$24.39
Total Taxable Disbursements			\$24.39
HST on Disbursements			\$3.17
Total Non-Taxable Disbursements			<u>\$0.00</u>
Total Disbursements and HST			<u>\$27.56</u>
Total Fees, Disbursements & HST			<u>\$2,807.36</u>
OUR ACCOUNT HEREIN			<u>\$2,807.36</u>

ThorntonGroutFinnigan LLP


Per: Danny M. Nunes

HST No. 87042 1039RT

Matter No. 533-032

Invoice No. 26818

Date: May 08/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-905 J0CL

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

Proceedings commenced at **Toronto**

**THIRD BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**FOURTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending May 31, 2013

May-03-13	E-mail from Danny in respect of the status of the Bulk Sales action;	0.10	LMW
	Correspondence to C. Hristow regarding discussion with P. Welsh regarding Bulk Sales Act motion;	0.10	DN
May-23-13	Correspondence to C. Hristow regarding discussion with P. Welch;	0.20	DN
May-24-13	Correspondence to and from C. Hristow regarding discussions with P. Welsh and possible resolution of TFI issue; review correspondence from C. Hristow regarding CRA; review correspondence from J. Borch and C. Hristow regarding CRA audit issue;	0.50	DN
May-27-13	E-mail from and to D. Nunes in respect of status of discussions with purchaser;	0.20	LMW
May-28-13	E-mails with D. Nunes in respect of status of Bulk Sales Act motion;	0.20	LMW
	Correspondence to and from C. Hristow regarding S. Lee claim; review correspondence from C. Hristow to CRA regarding audit;	0.40	DN
May-30-13	Review correspondence to and from C. Hristow and J. Borch regarding CRA audit and discussions with P. Welsh;	0.20	DN
May-31-13	Speak to C. Hristow regarding meeting with P. Welsh; review correspondence from C. Hristow to J. Borch regarding same; correspondence to J. Borch and C. Hristow regarding same;	0.50	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.50	\$575.00	287.50
Danny Nunes	1.90	\$450.00	855.00
TOTAL FEE HEREIN			\$1,142.50
HST on Fees			<u>\$148.53</u>
Total Fees and HST			<u>\$1,291.03</u>
OUR ACCOUNT HEREIN			<u>\$1,291.03</u>

ThorntonGroutFinnigan LLP

Per: Danny M. Nunes 

HST No. 87042 1039RT
Matter 533-032
No.
Invoice 26969
No.
Da Jun 12/13
tc:

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-903, 7, 60CL

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

Proceedings commenced at Toronto

**FOURTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

**FIFTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending June 30, 2013

Jun-03-13	Correspondence to and from C. Hristow regarding P. Welsh;	0.30	DN
Jun-10-13	Review correspondence from C. Hristow regarding revised receiver's report for Bulk Sales Act motion;	0.20	DN
Jun-11-13	Review correspondence from C. Hristow regarding S.K. Lee debt ; correspondence to and from C. Hristow regarding same; review correspondence to and from C. Hristow and R. Leck regarding same;	0.60	DN
Jun-13-13	Correspondence to and from C. Hristow regarding Bulk Sales Act motion;	0.20	DN
Jun-14-13	Review correspondence from C. Hristow attaching independent opinion on S.K. Lee security and review same; voicemail from P. Welsh;	0.40	DN
Jun-17-13	Discuss issues raised by TFI with D. Nunes;	0.30	LMW
	Voicemail from C. Hristow; review correspondence from C. Hristow; speak to C. Hristow;	0.40	DN
Jun-18-13	Review and revise letter to R. Welsh;	0.20	LMW
	Draft correspondence to P. Welsh regarding issues with Bulk Sales Act relief; correspondence to and from C. Hristow regarding same; correspondence to P. Welsh attached letter regarding issues with Bulk Sales Act relief; review correspondence from P. Welsh regarding same;	1.50	DN
Jun-19-13	E-mail from and to D. Nunes in respect of issues raised by TFI;	0.10	LMW

	Speak to C. Hristow regarding scheduling chambers appointment for Bulk Sales Act application;	0.40	DN
Jun-20-13	Correspondence to and from C. Hristow regarding chambers appointment to discuss Bulk Sales Act relief;	0.20	DN
Jun-21-13	Voicemail from P. Welsh; correspondence to Commercial Court scheduling chambers appointment; correspondence to P. Welsh regarding same;	0.50	DN
Jun-25-13	Correspondence to and from Commercial Court regarding scheduling chambers appointment; voicemails from P. Welsh regarding same; correspondence to P. Welsh regarding same;	0.40	DN
Jun-26-13	Voicemails to and from P. Welsh regarding chambers appointment;	0.20	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.60	\$575.00	345.00
Danny Nunes	5.30	\$450.00	2,385.00

TOTAL FEE HEREIN
HST on Fees

\$2,730.00
\$354.90

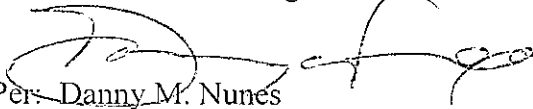
Total Fees and HST

\$3,084.90

OUR ACCOUNT HEREIN

\$3,084.90

ThorntonGroutFinnigan LLP

Per:  Danny M. Nunes

HST No. 87042 1039RT
Matter No. 533-032
Invoice No. 27086
Date: Jul 15/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-90 J0CL

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

Proceedings commenced at **Toronto**

**FIFTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

SIXTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER

For the period ending July 31, 2013

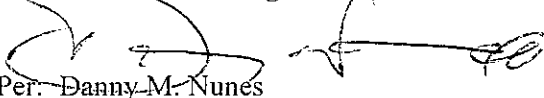
Jul-02-13	Discuss issues raised by Bulk Sales Act action with D. Nunes;	0.20	LMW
	Correspondence to and from C. Hristow regarding chambers appointment; review correspondence from P. Welsh regarding same;	0.40	DN
Jul-03-13	Discuss implications of Bulk Sales action with D. Nunes;	0.40	LMW
	Correspondence to and from L. Williams regarding chambers appointment; discuss same with L. Williams; discuss same with P. Welsh; review correspondence from C. Hristow regarding same; speak to C. Hristow regarding same;	0.90	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.60	\$575.00	345.00
Danny Nunes	1.30	\$450.00	585.00
TOTAL FEE HEREIN			\$930.00
HST on Fees			<u>\$120.90</u>

Total Fees and HST **\$1,050.90**

OUR ACCOUNT HEREIN **\$1,050.90**

Thornton Grout Finnigan LLP

Per:  Danny M. Nunes

HST No. 87042 1039RT
Matter No. 533-032
Invoice No. 27179
Date: Aug 14/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-903 J0CL

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

Proceedings commenced at **Toronto**

**SIXTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

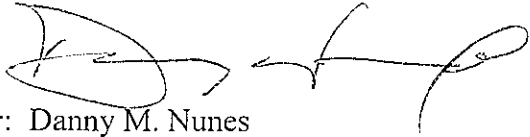
**SEVENTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER**

For the period ending August 31, 2013

Jul-04-13	Attend chambers appointment to discuss next steps and issues surrounding Bulk Sales Act application;	2.30	DN
Aug-04-13	Correspondence to C. Hristow attaching revised receiver's report; correspondence to and from C. Hristow regarding next steps for bank's application;	0.40	DN
Aug-07-13	Correspondence to C. Hristow regarding discussions with P. Welsh, information requested by TFI and bank application;	0.40	DN
Aug-13-13	Voicemail from C. Hristow regarding status of bank's application;	0.10	DN
Aug-21-13	Correspondence to and from C. Hristow regarding call to discuss bank application and receiver's report;	0.20	DN
Aug-26-13	Voicemail from C. Hristow;	0.10	DN
Aug-27-13	Correspondence to and from C. Hristow regarding BIA notice; review correspondence from C. Hristow attaching same; review and revise and send to C. Hristow; review correspondence from C. Hristow regarding meeting with A. Jurshevski; speak to C. Hristow regarding same;	0.80	DN
Aug-28-13	Review correspondence from C. Hristow attaching draft report;	0.20	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Danny Nunes	4.50	\$450.00	2,025.00
TOTAL FEE HEREIN			\$2,025.00
HST on Fees			<u>\$263.25</u>
Total Fees and HST			<u>\$2,288.25</u>
OUR ACCOUNT HEREIN			<u>\$2,288.25</u>

ThorntonGroutFinnigan LLP



Per: Danny M. Nunes

HST No. 87042 1039RT

Matter No. 533-032

Invoice No. 27324

Date: Sep 17/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-903 OCL

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

Proceedings commenced at **Toronto**

**SEVENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

EIGHTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED RECEIVER

For the period ending September 30, 2013

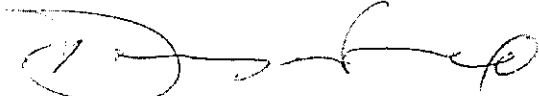
Sep-03-13	Review and revise draft report;	1.50	DN
Sep-12-13	E-mails with D. Nunes in respect of Harmonized Sales Tax obligations;	0.10	LMW
Sep-18-13	Correspondence to and from C. Hristow regarding receiver's report; speak to C. Hristow regarding same;	0.50	DN
Sep-19-13	Revise receiver's draft report and send same to C. Hristow for review and comment; correspondence to and from C. Hristow regarding same;	0.50	DN
	Discussion with D. Nunes; review accounts to be approved for possibly privileged material;	0.30	AF
Sep-25-13	Correspondence to C. Hristow regarding chambers appointment;	0.10	DN

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leanne M. Williams	0.10	\$575.00	57.50
Danny Nunes	2.60	\$450.00	1,170.00
Annette Fournier (Law Clerk)	0.30	\$250.00	75.00
TOTAL FEE HEREIN			\$1,302.50
HST on Fees			<u>\$169.33</u>
Total Fees and HST			\$1,471.83

Disbursements:

Photocopies	\$5.25
Total Taxable Disbursements	\$5.25
HST on Disbursements	\$0.68
Total Non-Taxable Disbursements	<u>\$0.00</u>
Total Disbursements and HST	<u>\$5.93</u>
Total Fees, Disbursements & HST	\$1,477.76
OUR ACCOUNT HEREIN	<u>\$1,477.76</u>

Thornton Grout Finnigan LLP



Per: Danny M. Nunes

HST No. 87042 1039RT

Matter No. 533-032

Invoice No. 27431

Date: Oct 11/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

HSBC BANK CANADA

Applicant
and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-901 /0CL

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

Proceedings commenced at **Toronto**

**EIGHTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
100 Wellington Street West
TD West Tower
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for HSBC Bank Canada

EXHIBIT “B”

EXHIBIT "B"

Calculation of Average Hourly Billing Rates of
Thornton Grout Finnigan LLP
for the period February 25, 2013 – September 30, 2013

Invoice No.	Fees	Disbursements	HST	Hours	Average Rate	Total
26596	\$2,872.50		\$373.43	6.30	\$456.00	\$3,245.93
26726	\$18,710.00		\$2,432.30	40.30	\$465.00	\$21,142.30
26818	\$2,460.00	\$24.39	\$322.97	5.30	\$464.00	\$2,807.36
26969	\$1,142.50		\$148.53	2.40	\$476.00	\$1,291.03
27086	\$2,730.00		\$354.90	5.90	\$463.00	\$3,084.90
27179	\$930.00		\$120.90	1.90	\$489.00	\$1,050.90
27324	\$2,025.00		\$263.25	4.50	\$450.00	\$2,288.25
27431	\$1,302.50	\$5.25	\$170.01	3.00	\$434.00	\$1,477.76
	\$32,172.50	\$29.64	\$4,186.29	69.60		<u>\$36,388.43</u>

EXHIBIT “C”

EXHIBIT "C"

Billing Rates of Thornton Grout Finnigan LLP

For the period February 25, 2013 to September 30, 2013

	<u>Rate</u>	<u>Year of Call</u>
Leanne M. Williams	\$575	1999
Danny M. Nunes	\$450	2007
Annette Fournier (Law Clerk)	\$250.00	

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at **Toronto**

FEE AFFIDAVIT OF LEANNE WILLIAMS

Thornton Grout Finnigan LLP
Barristers and Solicitors
TD West Tower
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)

Tel: 416-304-1616

Fax: 416-304-1313

E-mail: dnunes@tgf.ca

Lawyers for the Receiver, Deloitte & Touche Inc.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at Toronto

AFFIDAVIT OF LEANNE M. WILLIAMS
Sworn October 17, 2013

Thornton Grout Finnigan LLP
Barristers and Solicitors
TD West Tower
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)
Tel: 416-304-1616
Fax: 416-304-1313
E-mail: dnunes@tgf.ca

Lawyers for the Receiver, Deloitte & Touche Inc.

APPENDIX “BB”

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

*IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1)
OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED*

AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C-43 AS AMENDED

BETWEEN:

HSBC BANK CANADA

Applicant

-and-

ELLEN'S FOOD GROUP INC.

Respondent

AFFIDAVIT OF LAWRENCE D. ADELBERG
(affirmed October 11, 2013)

I, Lawrence D. Adelberg, of the City of Toronto, in the Province of Ontario,

DO SOLEMNLY AFFIRM:

1. I am a partner in the law firm of Kronis, Rotsztain, Margles, Cappel LLP ("KRMC"), lawyers for Deloitte & Touche Inc., ("Deloitte") in its capacity as the Court-appointed Receiver with security of Ellen's Food Group Inc. ("Debtor"). I am the lawyer with carriage of this file, and as such, I have personal knowledge of the matters deposed to herein.

2. On February 25, 2013, (the "Court Appointment Date"), pursuant to the Order of the Honourable Justice Morawetz (the "Appointment Order"), Deloitte was appointed as court-appointed Receiver without security of all of the assets, property, business and undertaking of the Debtor.

3. As permitted by the Appointment Order, Deloitte retained our firm to act as its counsel in carrying out its mandate as Receiver without security.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit are true copies of the accounts rendered to Deloitte for work done by KRMC pursuant to Deloitte's instructions during the period from April 3, 2013 to June 30, 2013, together with a summary and the supporting dockets. The accounts indicate that the following individuals at our firm provided services:


<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Call to Bar</u>
Lawrence Adelberg	Partner	\$525.00	1987
Alexander Shaw	Articling Student	\$175.00	n/a

5. The work was all performed and the billing rates are the normal billing rates for the individuals who performed the work. There were no additional or special compensation arrangements entered into with Deloitte and as a result, all of the amounts billed were properly due and owing.

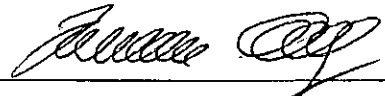
AFFIRMED before me
at the City of Toronto,

in the Province of Ontario,
this ~~11th~~ day of October, 2013.

15TH ~~20~~



A Commissioner for Taking Affidavits, etc.

)
)
)
)
)


Lawrence D. Adelberg

IN ACCOUNT WITH
KRMC

This is Exhibit "A" referred to in the affidavit of LAWRENCE ADELBERG sworn before me, this 15TH day of OCTOBER 2013.

Kronis, Rotsztain, Margles, Cappel, LLP
Barristers and Solicitors


A COMMISSIONER FOR TAKING AFFIDAVITS

Deloitte & Touche Inc.
181 Bay Street
Suite 1400
Toronto, Ontario
M5J 2V1

25 Sheppard Avenue West (at Yonge)
Suite 1100 Toronto, ON
Canada M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-3910

Attention: Catherine Hristow

File No. 107884

April 10, 2013

RE: Deloitte & Touche Inc. – Opinion re Security Granted by Ellen’s Food Group Inc. in favour of HSBC Bank Canada

To our professional services rendered in receiving instructions; to communications with Catherine Hristow requesting our firm’s opinion on security from Ellen’s Food Group Inc. in favour of HSBC Bank Canada; to receiving and conducting detailed review of General Security Agreement from Ellen’s food Group Inc. in favour of HSBC Banada Canada; to receiving and reviewing search results under Personal Property Security Act; to obtaining corporate profile report for Ellens Food Group Inc. and reviewing results of same; to conducting other searches and inquiries as required in the circumstances; to receiving and reviewing Court Order appointing Deloitte & Touche Inc. as Receiver; to preparing opinion letter and forwarding same to Catherine Hristow; and generally to all telephone calls, correspondence and all other matters herein; (L. Adelerg 2.1 hrs @ \$525/hr; A. Shaw 5.9 hrs @ \$175/hr) \$ 2,135.00

OUR FEE	\$2,135.00	
HST (13%)	277.55	\$2,412.55
DISBURSEMENTS (subject to HST)		
Laser printing and copies	\$ 43.75	
Corporate Profile	20.00	
	\$ 63.75	
HST (13%)	8.29	72.04
TOTAL FEES, DISBURSEMENTS AND HST		\$ 2,484.59

THIS IS OUR ACCOUNT

Kronis, Rotsztain, Margles, Cappel, LLP

Per:

LA:dar

E.&O.E.

Our HST Registration No. R119428514

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 1.3% per annum on all outstanding amounts calculated from May 11, 2013

IN ACCOUNT WITH
KRMC

Kronis, Rotsztain, Margles, Cappel, LLP
Barristers and Solicitors

Deloitte & Touche Inc.
181 Bay Street
Suite 1400
Toronto, Ontario
M5J 2V1

25 Sheppard Avenue West (at Yonge)
Suite 1100 Toronto, ON
Canada M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-3910

Attention: Catherine Hristow

File No. 107884

June 28, 2013

RE: Deloitte & Touche Inc. – Opinion re Security Granted by Ellen’s Food Group Inc. in favour of Dr. Lee

To our professional services rendered in receiving instructions; to communications with Catherine Hristow requesting our firm’s opinion on security from Ellen’s Food Group Inc. in favour of Dr. Lee; to receiving and conducting detailed review of General Security Agreement, promissory note and other documents from solicitor for Dr. Lee; to conducting searches of public record and other inquiries as required in the circumstances; to reviewing and considering results of searches and inquiries in context of opinion letter to be delivered; to preparing opinion letter and forwarding same to Catherine Hristow; and generally to all telephone calls, correspondence and all other matters herein; (L. Adelberg 3.4 hrs @ \$525/hr; A. Shaw 5.6 hrs @ \$175/hr) **\$ 2,765.00**

OUR FEE	\$2,765.00	
HST (13%)	359.45	\$3,124.45
DISBURSEMENTS (subject to HST)		
Laser printing and copies	\$ 35.50	
PPSA searches	20.00	
Bankruptcy searches	92.00	
	\$147.50	
HST (13%)	19.18	166.68
TOTAL FEES, DISBURSEMENTS AND HST		\$ 3,291.13

THIS IS OUR ACCOUNT

Kronis, Rotsztain, Margles, Cappel, LLP

Per:

LA:dar

E.&O.E.

Our HST Registration No. R119428514

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 1.3% per annum on all outstanding amounts calculated from July 29, 2013

DELOITTE & TOUCHE INC.

RE: Ellen's Food Group Inc.

Summary of Billed Fees

	Year of Call	Hours billed	Hourly Rate	Fees billed	
Account dated April 10, 2013					
L. Adelberg	1987	2.1 hrs	\$ 525.00	\$ 1,102.50	
A. Shaw (Articling student)	n/a	5.9 hrs	\$175.00	\$ 1,032.50	
			TOTAL FEES BILLED	\$ 2,135.00	\$2,135.00
Account dated June 28, 2013					
L. Adelberg	1987	3.4 hrs	\$ 525.00	\$ 1,785.00	
A. Shaw (Articling student)	n/a	5.6 hrs	\$175.00	\$ 980.00	
			TOTAL FEES BILLED	\$ 2,765.00	2,765.00
			TOTAL FEES BILLED ON THIS MATTER		\$ 4,900.00

Client Ledger

ALL DATES

Date	Received From/Paid To	Chq#	----- General -----		Fees	Bld	----- Trust Activity -----			Balance
Entry #	Explanation	Rec#	Rcpts	Disbs		Inv#	Acc	Rcpts	Disbs	
9073	Deloitte & Touche Inc.									
107884	re: Ellen's Food Group Inc.									Resp Lawyer: LA
Apr 3/2013	Lawyer: 10 0.40 Hrs X 525.00									
6449873	DELOITTE /ELLEN'S FOODS - office conference with PR regarding providing security opinion to receiver; review/initial review of GSA, equipment lease and PPSA search; email to MA regarding timing for completion;				210.00	202982				
Apr 4/2013	Lawyer: 114 5.90 Hrs X 175.00									
6447754	Review general security agreement and master equipment lease agreement and ppsa searches; office conference with LA to receive instructions re searches; order corporate profile search; draft opinion letter; office conference with LA to review opinion letter; finalize opinion letter; email opinion letter to LA; general admin - set up file and move all documents to LA's directory.				1032.50	202982				
Apr 4/2013	Lawyer: 10 0.60 Hrs X 525.00									
6449874	DELOITTE ELLENS - meeting iwth AS to discuss file; review PPSA search; instruction AS on other searches and drafting of letter;				315.00	202982				
Apr 4/2013	Lawyer: 10 0.40 Hrs X 525.00									
6449875	DELOITTE ELLENS - office conference with AS regarding opinion; review/revise opinion; review corporate profile and PPSA search;				210.00	202982				
Apr 5/2013	Lawyer: 10 0.60 Hrs X 525.00									
6449857	review/finalize opinion; double-check PPSA registration particulars; receive/review court order appointing Deloitte; sign/email executed opinion to Catherine Hristow;				315.00	202982				
Apr 5/2013	Lawyer: 10 0.10 Hrs X 525.00									
6449864	office conference with LA regarding billing;				52.50	202982				
Apr 10/2013	Taxes on Invoice 202982									
6458073	Taxes on Fees				277.55	202982				
May 31/2013	Lawyer: 10 0.20 Hrs X 525.00									
6597873	FIRST DOCKET - email from Catherine Hristow with documents regarding debtor's loan from and GSA to Dr. Lee; telephone call to client (VM); save/print documents;				105.00	208253				
May 31/2013	Lawyer: 10 0.70 Hrs X 525.00									
6597876	review promissory note, GSA, correspondence from secured party's solicitor to client, PPSA search; telephone call to client regarding preliminary assessment is that security is valid;				367.50	208253				
Jun 10/2013	Lawyer: 10 0.30 Hrs X 525.00									
6619835	email from/to Catherine Hristow regarding needs opinion on private security; instructions to AS regarding drafting opinion letter; review file;				157.50	208253				
Jun 10/2013	Lawyer: 114 0.30 Hrs X 175.00									
6619960	receive instructions from LA to prepare opinion letter re Dr. Lee's security.				52.50	208253				
Jun 11/2013	Lawyer: 114 2.00 Hrs X 175.00									
6621916	email to Anna Cantor to update file reference in PClaw and other systems; review file; review promissory note; perform PPSA search on Ellen's Food Group; email Robert Leck, counsel for Dr. Lee re requiring Dr. Lee's date of birth in order to perform bankruptcy search; complete checklist; begin drafting opinion letter.				350.00	208253				
Jun 11/2013	Lawyer: 10 0.20 Hrs X 525.00									
6622750	office conference with AS				105.00	208253				

Client Ledger

ALL DATES

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bid		Trust Activity		Balance
				Rcpts	Disbs		Inv#	Acc	Rcpts	Disbs	
		regardign searches to do regarding secured party and obtaining updated PPSA against debtor;									
Jun 11/2013	6622755	Lawyer: 10 0.10 Hrs X 525.00 office conference with AS regarding contacting secured party's solicitor to get his birthdate to enable bankruptcy search;				52.50	208253				
Jun 12/2013	6625098	Lawyer: 114 3.30 Hrs X 175.00 Office conference with LA re opinion letter; perform bankruptcy search; revise opinion letter				577.50	208253				
Jun 12/2013	6625426	Lawyer: 10 0.40 Hrs X 525.00 office conference with AS regarding opinion; review/revise opinion regarding private lender's GSA;				210.00	208253				
Jun 12/2013	6625432	Lawyer: 10 1.10 Hrs X 525.00 office conference with AS to discuss amended opinion and instruct him on further amendments; then, review/revise opinion in respect of "investment property"; then, review/sign/scan/email executed opinion regarding Dr. Lee's security to client;				577.50	208253				
Jun 25/2013	6662121	Lawyer: 10 0.40 Hrs X 525.00 telephone call from Catherine Hristow - opinion is fine - issue account; review SBIL; instructions to DR regarding account;				210.00	208253				
Jun 28/2013	6669323	Taxes on Invoice 208253 Taxes on Fees				359.45	208253				

TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	RECOV	FEEES	TOTAL	DISBS	FEEES	TAX	RECEIPTS	A/R	TRUST
PERIOD	0.00	3.50	183.75	187.25	211.25	4900.00	664.47	0.00	5775.72	0.00
END DATE	0.00	3.50	183.75	187.25	211.25	4900.00	664.47	0.00	5775.72	0.00

FIRM TOTAL	UNBILLED				BILLED				BALANCES	
	CHE	RECOV	FEEES	TOTAL	DISBS	FEEES	TAX	RECEIPTS	A/R	TRUST
PERIOD	0.00	3.50	183.75	187.25	211.25	4900.00	664.47	0.00	5775.72	0.00
END DATE	0.00	3.50	183.75	187.25	211.25	4900.00	664.47	0.00	5775.72	0.00

REPORT SELECTIONS - Client Ledger

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 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
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 Matters Sort by Default
 New Page for Each Lawyer No
 New Page for Each Matter No
 No Activity Date Dec/31/2199
 Firm Totals Only No
 Totals Only No
 Entries Shown - Billed Only Yes
 Entries Shown - Disbursements No
 Entries Shown - Receipts Yes
 Entries Shown - Time or Fees Yes
 Entries Shown - Trust Yes
 Incl. Matters with Retainer Bal No
 Incl. Matters with Neg Unbld Disb No
 Trust Account All
 Working Lawyer All
 Include Corrected Entries No
 Show Cheque # on Paid Payables No
 Show Client Address No
 Consolidate Payments No
 Show Trust Summary by Account No
 Show Interest No
 Interest Up To Oct/11/2013
 Show Invoices that Payments Were Applied to No
 Display Entries in Date Order

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at **Toronto**

AFFIDAVIT OF LAWRENCE ADELBERG
Sworn October 15, 2013

Thornton Grout Finnigan LLP
Barristers and Solicitors
TD West Tower
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)

Tel: 416-304-1616

Fax: 416-304-1313

E-mail: dnunes@tgf.ca

Lawyers for the Receiver, Deloitte & Touche Inc.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at Toronto

FIRST REPORT OF THE RECEIVER
October 17, 2013

Thornton Grout Finnigan LLP
Barristers and Solicitors
TD West Tower
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Danny M. Nunes (LSUC#53802D)

Tel: 416-304-1616

Fax: 416-304-1313

E-mail: dnunes@tgf.ca

Lawyers for the Receiver, Deloitte & Touche Inc.

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) WEDNESDAY, THE 30TH DAY
)
JUSTICE MORAWETZ) OF OCTOBER, 2013

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

ELLEN'S FOOD GROUP INC.

Respondent

ORDER
(Approval of Receiver's Activities)

THIS MOTION made by Deloitte Restructuring Inc. (formerly Deloitte & Touche Inc.), in its capacity as the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Ellen's Food Group Inc. (the "**Debtor**"), for the relief set out in its Notice of Motion herein dated October 22, 2013, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated October 17, 2013, and the Appendices thereto (the "**First Report**"), and on hearing the submissions of counsel for the Receiver and HSBC Bank Canada, no one else appearing although served as evidenced by the Affidavit of Maria Magni sworn October 23, 2013, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged such that this Motion is properly returnable today, that all parties entitled to notice of the Motion have been duly served with notice, that no other parties are affected by this Order, and that any requirement for service of the Notice of Motion and the Motion Record upon any party other than the parties served is unnecessary and is hereby dispensed with and that the service of the Notice of Motion and the Motion Record is hereby validated in all respects.

APPROVAL OF RECEIVER'S ACTIVITIES

2. **THIS COURT ORDERS** that the First Report, and the activities of the Receiver to date as detailed in the First Report, be and they are hereby approved.

APPROVAL OF PROFESSIONAL FEES

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Receiver for the period from February 25, 2013 to September 30, 2013, as described in the First Report and the Affidavit of Catherine Hristow sworn on October 17, 2013, be and they are hereby approved.

4. **THIS COURT ORDERS** that the professional fees and disbursements of the Receiver's legal counsel, Thornton Grout Finnigan LLP, for the period from February 25, 2013 to September 30, 2013, as described in the First Report and the Affidavit of Leanne Williams sworn on October 17, 2013, be and they are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of the Receiver's independent legal counsel, Kronis, Rotsztain, Margles, Cappel, LLP, for the period from February 25, 2013 to September 30, 2013, as described in the First Report and the Affidavit of Lawrence D. Adelberg sworn on October 15, 2013, be and they are hereby approved.

ASSIGNMENT OF DEBTOR INTO BANKRUPTCY

6. **THIS COURT ORDERS** that the Receiver is authorized to assign the Debtor into bankruptcy.

HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at **Toronto**

ORDER
(Approval of Receiver's Activities)

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HSBC BANK CANADA

Applicant

and

ELLEN'S FOOD GROUP INC.

Respondent

Court File No.: CV-10-9031-00CL

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

Proceedings commenced at Toronto

MOTION RECORD
(Returnable October 30, 2013)

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